

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. _____
 Contract _____
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQPD1300011
 TERM OF CONTRACT: 0 YEAR(S) WITH _____ YEAR(S) OTR

Requisition /Project Title: Various Vehicles/Fleet

Description: To purchase approximately 54 Model Year 2013 Police Vehicles by accessing Contract No. 071-000-1-13, a contract awarded competitively by State of Florida.

Issuing Department: ISD-PM
 Contact Person: Lourdes Betancourt
 Phone: 305-375-4121
 Estimate Cost: \$926,206.60
 Funding Source: Fleet Trust
 GENERAL FEDERAL OTHER

ANALYSIS

Commodity Codes: 070 070-06 _____ _____
 Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	EXISTING	2ND YEAR	3RD YEAR
Contractor:	_____	_____	_____
Small Business Enterprise:	_____	_____	_____
Contract Value:	\$ _____	\$ _____	\$ _____
Comments:	_____		

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE	_____	_____	_____	_____

Basis of recommendation: _____

Signed: Lourdes Betancourt
 Date sent to SBD: 3/14/2013
 Date returned to DPM: _____

RECEIVED
 DEPT. BUSINESS
 MAR 21 AM 9:05
 2013

Walters, Vivian (RER)

From: Betancourt, Lourdes (ISD)
Sent: Thursday, March 21, 2013 8:54 AM
To: Walters, Vivian (RER)
Cc: Johnson, Laurie (RER)
Subject: RE: State of Florida Contract No. 071-000-1-13 Motor Vehicles
Attachments: Motor Vehicles Contract Document[1].pdf; DBD DEPARTMENT INPUT.pdf

Importance: High

Hi Vivian,

As discussed, attached are referenced contract and revised input document.

Thanks for all your help!

Lourdes Betancourt, CPPB



"Delivering Excellence Every Day"

Procurement Contracting Officer I
Internal Services Department - Procurement Management
Miami-Dade County
Phone: (305) 375-4121/Fax: (305) 375-5688
E-mail: 11121@miamidade.gov
Visit our website: <http://www.miamidade.gov/dpm/>

From: Walters, Vivian (RER)
Sent: Wednesday, March 20, 2013 7:29 PM
To: Walters, Vivian (RER); Betancourt, Lourdes (ISD)
Cc: Johnson, Laurie (RER)
Subject: RE: State of Florida Contract No. 071-000-1-13 Motor Vehicles

Lourdes,

Please see email below (3/14/2013) – trying to confirm what the TERM of the contract being accessed is (can't seem

To locate it. It will be a **NO MEASURE**; however, I still need to include that information with I route the worksheet for
The Director's signature...

Please advise.

Regards,

Vivian O. Walters, Jr.
Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, FL 33128
walterv@miamidade.gov

☎ Office (305) 375-3138 | 📠 Fax (305) 375-3160

"Delivering Excellence Every Day"

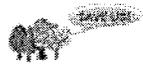
"For the New Project Review & Analysis Process"



click on our new website

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Status concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.



From: Walters, Vivian (RER)
Sent: Thursday, March 14, 2013 12:31 PM
To: Betancourt, Lourdes (ISD)
Cc: Johnson, Laurie (RER)
Subject: RE: State of Florida Contract No. 071-000-1-13 Motor Vehicles

Lourdes,

Good Afternoon!

Would please include (inside the description section the **State Contract #** that is being access).

Thanks,

Vivian O. Walters, Jr.

Contract Development Specialist II
Regulatory and Economic Resources Department
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, Fl 33128
walterv@miamidade.gov

Office (305) 375-3138 | Fax (305) 375-3160

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From: Betancourt, Lourdes (ISD)
Sent: Thursday, March 14, 2013 11:28 AM
To: Walters, Vivian (RER)
Subject: State of Florida Contract No. 071-000-1-13 Motor Vehicles
Importance: High

Hi Vivian,

Attached is SBD input document to access State of Florida referenced contract to purchase various vehicles for MDPD. Please access link below to review State of Florida's contract:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/motor_vehicles/complete_contract_microsoft_word
Regards,

Lourdes Betancourt, CPPB



"Delivering Excellence Every Day"

Procurement Contracting Officer I

Internal Services Department - Procurement Management

Miami-Dade County

Phone: (305) 375-4121/Fax: (305) 375-5688

E-mail: 11121@miamidade.gov

Visit our website: <http://www.miamidade.gov/dpm/>

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. _____
 Contract _____
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RQPD1300011
 TERM OF CONTRACT 0 YEAR(S) WITH _____ YEAR(S) OTR

Requisition /Project Title: Various Vehicles/Fleet

Description: To purchase approximately 54 Model Year 2013 Police Vehicles by accessing a contract awarded competitively by State of Florida.

Issuing Department: ISD-PM
 Contact Person: Lourdes Betancourt
 Phone: 305-375-4121
 Estimate Cost: \$926,206.60
 Funding Source: GENERAL FEDERAL OTHER
Fleet Trust

ANALYSIS

Commodity Codes:	<u>070</u>	<u>070-06</u>		
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	EXISTING	2ND YEAR	3RD YEAR	
Contractor:				
Small Business Enterprise:				
Contract Value:	\$ _____	\$ _____	\$ _____	
Comments:				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				
Basis of recommendation:				
Signed: <u>Lourdes Betancourt</u>	Date sent to SBD: <u>3/14/2013</u>			
	Date returned to DPM: _____			

RECEIVED
 DEPT. BUSINESS DEV.
 MAR 13 11 57 AM '13

CERTIFICATION OF CONTRACT

TITLE: MOTOR VEHICLES

CONTRACT NO.: 071-000-1-13

BID NO.: 01-071-000-C

EFFECTIVE: November 1, 2012 through October 31, 2013

SUPERSEDES: Contract No. 071-000-1-12

CONTRACTOR(S):

1. Alan Jay Chevrolet Oldsmobile Cadillac, Inc. dba Allan Jay Chevy Buick GMC Cadillac
2. Alan Jay Ford Lincoln Mercury, Inc.
3. Alan Jay Import Center, Inc. dba Alan Jay Toyota
4. Beck Auto Sales Inc. dba Beck Chrysler
5. Beck Nissan Inc.
6. Cruise Car, Inc.
7. Daytona Harley-Davidson
8. Don Reid Ford, Inc.
9. Duval Motor Co
10. First Coast Imports, LLC dba First Coast Honda
11. First Coast Powersports
12. Garber Chevrolet Buick Pontiac GMC Truck, Inc.
13. Garber Chrysler Dodge Jeep Inc.
14. Hub City Ford, Inc.
15. Maroone Dodge - Pembroke Pines
16. Moore Family Management dba Rountree-Moore Chevy / Nissan.
17. Rountree-Moore Motors dba Rountree-Moore Toyota
18. Tampa Truck Center LLC dba Tampa Truck Center

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Charles Day AT (850) 410-2426, E-MAIL: Charles.Day@dms.myflorida.com

- A. **AUTHORITY** - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractor(s).
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of office paper by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.

- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be completed with submitted to this office.

- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

Authorized Signature (date)

KL/cd

Attachments

Contract for Motor Vehicles
Between Florida Department of Management Services and
Contractor

Contract Number: 071-000-1-13

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor).

The Contractor responded to the Department's Invitation to Bid (ITB) No. 01-071-000-C Motor Vehicles. The Department has decided to accept the Contractor's bid and enter into this Contract in accordance with the terms and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Department and Contractor agree as follows:

- I. **Scope of Work**
The purpose of this State Term Contract is to provide an instrument for governmental entities within the state of Florida to use for the acquisition of Motor Vehicles. It is intended that purchases under this agreement will meet the needs of Florida state agencies and other Eligible Users in the performance of the respective entities' core responsibilities.
- II. **Contract Term**
The initial term of the Motor Vehicle Contract will be for one (1) year. The initial contract term shall begin on November 1, 2012 or on the last date in which it is signed by all parties, whichever is later.
- III. **Renewal Terms**
Upon mutual written agreement, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up 12 months at the renewal pricing specified in the bid upon mutual agreement of the parties as set forth in the Contract in section 1.3.
- IV. **Contract**
This document and the attached sections of the ITB compose the complete Contract. Sections 1 and 2 of the ITB are omitted.

V. Event of Dispute

This Contract sets forth the entire understanding of the parties. The following documents are not incorporated by reference as part of this Contract and none of terms and conditions of those documents shall be applicable unless specifically stated or adopted in this Contract. However, in the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

- i. The Contract, any exhibits, and any amendments
- ii. ITB Number 01-071-000-C including any addendums

This Contract is executed upon signature of authorized officers as of the dates signed below.

Signature

Print Name

Date

STATE OF FLORIDA
Department of Management Services

Kelly Loll, Director

Date

ADDENDUM NO. 2

ISSUE DATE: SEPTEMBER 24, 2012

TO
INVITATION TO BID ("ITB")

FOR
MOTOR VEHICLES
ITB No. 01-071-000-C

Notification

This Addendum No. 2 consists of:

1. Responses to questions submitted to the issuing Officer on the Q & A Board within the MFMP Sourcing 3.0 Tool and
2. Revisions to the Price Sheets (Rev. 9-24-2012).

The Department of Management Services hereby gives notice to all interested parties of the availability of this addendum to the above mentioned solicitation. The purpose of this addendum is to provide responses to the questions received by the Department during the inquiry period. The information included in this addendum is now made a part of the solicitation.

1.0 Posted Questions and Answers

1Q. Paragraph 2.2.2.7 is entitled Contractor Information Worksheet and in that section it instructs us (the user) "to upload the completed contractor information worksheet form here". When we click on the references link the Price Sheets from section 2.2.2.8 come up.

Is this as intended or should there be a contractor information worksheet under paragraph 2.2.2.7 versus the price sheet?

1A. No. The Contractor Information Worksheet is now available in Section 2.2.2.7. Please go to this section to download the document from the references icon.

2Q. Where do I find the Q & A section?

2A. The Q & A Board was turned off until after the Pre-bid conference. Contact the MFMP Vendor Help Desk at vendorhelp@myfloridamarketplace.com for details.

3Q. 3.3.4 Agreement 4: please define the second sentence: "This may require". The dealer should be obligated to deliver the model year bid on the contract up to the manufacturer's published order cut-off, but in some cases the manufacturer will not price protect a new model from year to year.

Does "may" translate in this section as dealer "must" provide the next model year until the end of the contract term?

3A. No.

4Q. Dodge 2500 and 3500 non cab & chassis concessions are different for Diesel and Non Diesel vehicles. I would like to suggest a different category for Diesel and Non-Diesel otherwise there is not any way to bid these vehicles.

4A. Representative Model(s) Standard Equipment Specifications are determined by the Manufacturer(s).

5Q. 3.7 Purchasing Card Program- We can accept a Credit Card but it will cost us a 3 to 5 percent charge depending on the amount, type of card and company.

How do we put this cost into the state contact?

5A. This cost cannot be included in the price charged for the commodities on this contract.

6Q. I would like to have the Kawasaki Concours Police Edition added to the contract. What is the process to have it added?

6A. Please refer to Section 2.9 Representative Model and Approved Equivalents.

2.0 Revised Price Sheets

Revisions to the Price Sheets may be obtained by downloading the document Price Sheets (Rev. 9-24-2012) from the MFMP Sourcing 3.0 Tool.

Any protest concerning this agency decision shall be made in accordance with Sections 120.57(3) and 287.042(2) of the Florida Statutes and Chapter 28-110 of the Florida Administrative Code. Failure to file a protest within the 72 hour period as prescribed in Section 120.57(3), or failure to post a bond of \$83,400.00 or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes. Questions or communication to the Procurement Officer shall not constitute notice of a protest. Any protest concerning this agency decision must be timely received by the Agency Clerk at:

Department of Management Services - Agency Clerk
4050 Esplanade Way, Suite 160 - Tallahassee, FL 32399-0950

Pursuant to 287.57(24) of the Florida Statutes, "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

ADDENDUM NO. 1

ISSUE DATE: SEPTEMBER 10, 2012

TO INVITATION TO BID (“ITB”)

FOR

MOTOR VEHICLES ITB No. 01-071-000-C

SOLICITATION ISSUE DATE: SEPTEMBER 06, 2012

Notification

This Addendum No. 1 is a revision to the Section 1.7 Timeline of Events, Pre-Solicitation Conference information for ITB No. 01-071-000-C, Motor Vehicles and has been posted to the MyFloridaMarketPlace (“MFMP”) Sourcing Tool. The revised Timeline of Events is attached with this notice and in the MyFloridaMarketPlace Sourcing Tool within the event.

General instructions on how to access this information and how to register are detailed below. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Limitation on Vendor Contact with Agency During Solicitation Period

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

MyFloridaMarketPlace

As of July 1, 2003, the Department of Management Services is using MyFloridaMarketPlace to carry out on-line solicitations. In order to respond to this solicitation, you must be registered in MyFloridaMarketPlace and be signed up for online solicitations. If you are not already registered, or need to update your registration, you can register or update your registration through the Vendor Information Portal (“VIP”) at <https://vendor.myfloridamarketplace.com/>.

When you register, you will be asked to select Commodity Codes that represent categories of goods & services that you might provide. In order to participate in this particular solicitation (**ITB No. 01-071-000-C; Motor Vehicles**) on MyFloridaMarketPlace, you **must** select at least one item from Commodity Code Numbers **071-111, 071-112, 071-131, 071-132, 071-141, 071-**

200, 071-310, 071-330, 071-401, 071-402, 071-511, 071-512, 071-521, 071-522, 071-531, 071-532, 071-541, 071-542, 071-561, 071-562, or 071-800.

PLEASE NOTE: Hard copies of a Response will not be accepted.

Viewing this Solicitation through MyFloridaMarketPlace

Registered Vendors In order to view the solicitation on MyFloridaMarketPlace, click on the following link: <https://sourcing.myfloridamarketplace.com/> and it will take you to the MyFloridaMarketPlace Sourcing Tool home page where you will input your username and password. If you do not remember your username and password, please contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) and they will provide it to you. After logging into MyFloridaMarketPlace, you will be able to view the solicitation by clicking on the link for the Department of Management Services, reviewing the list of active solicitations, and clicking on **ITB No. 01-071-000-C; Motor Vehicles**.

Non-Registered Vendors If you are not registered, (or if waiting on your registration to be uploaded to the system) you may log on to MyFloridaMarketPlace by clicking on the "Public Access" radio button to have **read only** access to the solicitation. You will not be able to electronically submit Questions or a Response under "Public Access".

Help Desk for MyFloridaMarketPlace

If you experience difficulty in vendor registration, logging into MyFloridaMarketPlace, downloading the forms and other attachments, or other technical issues, please contact the MyFloridaMarketPlace Customer Service Desk, toll-free at 866-FLA-EPRO (866-352-3776) or via email at vendorhelp@myfloridamarketplace.com between the hours of 8:00 AM to 5:30 PM Eastern Time.

Thank you for your interest in this solicitation.

Note: Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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SECTION 3 Contract Conditions (Special and General)

Section 3 contains the Special Contract Conditions and General Contract Conditions. Special Contract Conditions are contained below; however, the General Contract Conditions- PUR 1000 are incorporated by reference and provided via this link: <http://www.mysafefloridahome.com/images/Pur%201000.pdf>

In the event any conflict exists between the Special Contract Conditions and General Contract Conditions, the Special Contract Conditions shall prevail.

3.1 Definitions

The following definitions apply to this ITB in addition to the definitions in the PUR 1000 and PUR 1001 forms, which are incorporated by reference in Section 2 and Section 3 of this ITB respectively.

- 1) "Catalog" - A list of products or description of services within the scope of the ITB arranged systematically with corresponding prices.
- 2) "Contract" - The agreement that results from this competitive procurement, if any, between the Department and the vendor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000.)
- 3) "Confidential Information" - Any portion of a Bidder's documents, data, or records disclosed relating to its response that the Bidder claims is confidential and not subject to disclosure pursuant to chapter 119, Florida statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential."
- 4) "Eligible User" - See "Eligible User" definition in 60A-1.005, Florida Administrative Code.
- 5) "Issuing Officer" - See "Procurement Officer" definition in section 1(b) of the PUR - 1001 Form.
- 6) "State" - The State of Florida.
- 7) "State Term Contract" - A term contract that is competitively procured by the Department pursuant to section 287.057, Florida Statutes, and that is used by agencies and eligible users pursuant to section 284.056, Florida Statutes.
- 8) "Department" means the Florida Department of Management Services.
- 9) "Procurement Officer," "Contract Manager," or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.
- 10) "Vendor(s)" means the entity that believes itself capable and is in the business of providing a Commodity and / or service similar to those within the solicitation, and may or may not respond to the solicitation.
- 11) "Contractor(s)" means the Bidder that has been awarded and contracts to sell Commodities and / or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.
- 12) "OEM" or "Manufacturer(s)" means the Original Equipment Manufacturer or original producer of a Commodity and / or service.
- 13) "Dealer(s)" means a Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and / or service specific Commodities and / or services.

- 14) "Commodity (ies)" means a tangible good, which may or may not meet the specifications herein.
- 15) "Commodity Code(s)" means the State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein.
- 16) "State of Florida Base Vehicle(s)", "Base Vehicle(s)", "Motor Vehicle(s)", or "Vehicle(s)" unless stated otherwise, means a Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by a Manufacturer, Port, and Dealer on their standard base version of the Commodity.
- 17) "OEM Option(s)" means a Motor Vehicle Manufacturer's optional component, feature, or configuration not specified by the Department as standard on the State of Florida Base Vehicle, and which is intended for the specific Representative Model, meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the State of Florida Base Vehicle by the Manufacturer, Port, and / or Dealer, as specified by the Manufacturer.
- 18) "Aftermarket Option(s)" means a Department specified optional aftermarket Manufacturer's component, feature, or configuration not specified by the Department as standard on the State of Florida Base Vehicle, and which is intended for the specific Representative Model, meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the State of Florida Base Vehicle by the Motor Vehicle Manufacturer, Port, and / or Dealer, as specified herein.
- 19) "Non-Contract Option(s)" means an optional component, feature, or configuration not specified by the Department, which is intended for a specific Representative Model and may be installed to or uninstalled from the State of Florida Base Vehicle by the Manufacturer, Dealer, Port, and / or Eligible User, as ordered by the Eligible User. Acquisition of Non-Contract Options by Eligible Users must be made outside the Contract's (if awarded) requirements, specifications, terms, and conditions, and per the Eligible User's purchasing and fleet statutes, laws, ordinances, rules, codes, policies, and procedures.
- 20) "Representative Model(s)" means a Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein, which, if properly equipped per the requirements, specifications, terms, and conditions, may meet or exceed the applicable requirements, specifications, terms, and conditions herein. Representative Models may be either State of Florida Base Vehicles or Aftermarket Options as specified herein.
- 21) "Approved Equivalent" means a Commodity or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Representative Model listed in the solicitation documents.
- 22) "Component", "Feature" or "Configuration" means an element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, State of Florida Base Vehicle, Base Vehicle, Motor Vehicle, Vehicle, OEM Option, Aftermarket Option, Non-Contract Option, or Representative Model.
- 23) "MSRP" is an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific

Commodities and contractual services without benefit of a Contract resulting from the solicitation, if awarded.

24) "MSRP List(s)" is an acronym for the Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information.

3.2 Ordering Instructions

This catalog type is created by the MFMP Team with assistance from DMS. The focus is to direct the customer with the proper method of purchasing the goods and/or services awarded based on direction from the supplier and previous experience with such commodities.

1. The Contractor agrees to meet the following requirements:
 - a. Provide appropriate contact information for customers to use for product and /or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
 - b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or distributors for use; and
 - c. The accuracy of this information must be maintained by Contractor throughout the duration of the statewide contract
 - d. Should the Contractor be the Manufacturer (not a Dealer) of the Commodities and / or contractual services awarded, they may also include specific Dealer information in the Ordering Instructions in the provided locations. The Manufacturer as Contractor who selects to also include specific Dealer information within the Ordering Instructions is also required to appropriately register the listed Dealers as locations under the Contractor's vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>). The Manufacturer as Contractor is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include in the Ordering Instructions
 - e. A Dealer as Contractor may not include other Dealer's information in the Contractor Information Worksheet; and
2. Contractor agrees that DMS controls which statewide contracts appear in MFMP and that DMS may elect at any time to remove any Contractor's offering from MFMP.
3. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

3.2.1 It is the Contractor's responsibility to notify the Contract Manager of any updates to organization information, relevant personnel, and contact information contained in the Contractor Information Worksheet. The Contractor shall notify the Department of a requested change to the Contractor Information Worksheet, in writing (email is acceptable) and received by the Contract Manager no later than ten (10) business

days prior to the effective date of the proposed change. The Department may accept or reject any proposed change, or may unilaterally amend the Ordering Instructions as it deems is in the best interest of the State and / or will best assist Eligible Users

Please Note: Any changes to the Contractor Information Worksheet will also require the Contractor to appropriately update their vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>).

Contractor Information: Contractor Information will be viewable via a link from the individual Line No.'s Organization Name field in the Price Sheets. Click on the specific link for the associated Contractor.

3.3 Purchase Orders

All orders by Eligible Users of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Eligible Users shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The Contractor and the Eligible User agree to the following:

- Under the Contract, Eligible Users may only place and Contractors shall only accept Purchase Orders for Commodities the Contractor is awarded.
- For each Motor Vehicle ordered, Eligible Users are responsible for notating the following information on and with the Purchase Order based on their negotiations (per Section 3.4.1, Ceiling Prices) with the Contractor:
 - Eligible User's issuing officer and contact information;
 - Contractor Information from the Ordering Instructions;
 - State Term Contract Number and Name;
 - State of Florida Base Vehicle Information: Commodity Code and Line Number (###-###-##), State of Florida Base Vehicle Representative Model Description, and negotiated State of Florida Base Vehicle Price (per Section 3.4.1, Ceiling Prices);
 - **Note:** Specify paint / finish color if other than the OEM's standard white (or other standard color if white is not available from the Manufacturer).
 - OEM Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, OEM Option MSRP, OEM Option Discount, and negotiated OEM Option Net Price or OEM Option MSRP Credit (as applicable, per Section 3.4.1, Ceiling Prices);
 - **Note:** State Agencies must include a copy of the applicable Quote (per Section 3.4.6, Contract Price Quotes and Sales Literature / Technical Information) and accompanying OEM Option MSRP List with any submitted Requisition.
 - Aftermarket Option Information (if applicable, individually listed): Aftermarket Option Description and negotiated Aftermarket Option Price (per Section 3.4.1, Ceiling Prices);
 - Non-Contract Option (if applicable, individually listed): Non-Contract Option Description and Non-Contract Option Price;
 - **Note:** Acquisition of Non-Contract Options by Eligible Users must be made outside the Contract's (if awarded) requirements, specifications, terms, and conditions, and per the Eligible User's

purchasing and fleet statutes, laws, ordinances, rules, codes, policies, and procedures.

- New License Plate Fee (if applicable, per Section 4.5, Commodities Title and Registration); and
- Any Eligible User special instructions, requirements, specifications, terms, and conditions;
- The total cost for the State of Florida Base Vehicle, OEM Option(s) (if any), Aftermarket Option(s) (if any), Non-Contract Option(s) (if any), and New License Plate Fee (if applicable).
- Contractor will place all orders received with the Manufacturer(s) within seven calendar days after receipt of the Purchase Order unless the Contractor has the State of Florida Base Vehicle, OEM Option(s) (if applicable), Aftermarket Option(s) (if applicable), and Non-Contract Option(s) (if applicable) ordered in their possession. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.
- Contractor shall honor all Purchase Orders received during the Contract period of agreement and which precede the Manufacturer's Last Order Date (see Section 4.9, Manufacturer's Last Order Date and Vehicle Change, for specific requirements, terms, and conditions) for Commodities the Contractor is currently awarded. This may require the provision of the next new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions.
- Contractor will provide an Acknowledgement of Order form, per Section 3.3, for all Purchase Orders received.
- Contractor, from receipt of the Purchase Order until Delivery is made to the ordering Eligible User, shall promptly notify the Eligible User of any potential Delivery delays. Additionally, the Contractor must promptly advise the ordering Eligible User if their order may not be delivered prior to the end of the Eligible User's Fiscal Year (State Agency's Fiscal Year ends June 30).

Evidence of intentional delays in Delivery shall be cause for default proceedings and / or Contract termination.

3.4 Pricing

The Contractor shall adhere to the prices submitted in the completed Price Sheets, which are incorporated by reference into the Contract.

3.4.1 Ceiling Prices

The State of Florida Base Vehicle Price, individual OEM Options Net Price or OEM Options MSRP Credit, and the Aftermarket Option Price for each Representative Model described in the Price Sheets, will be the not-to-exceed Ceiling Price during the Contract period of agreement.

3.4.2 Charges and Fees

In addition to total profit, the Ceiling Prices established for the State of Florida Base Vehicles individually include the following charges and fees:

1. Administrative
2. Environmental
3. Title Application and Registration

4. Plate Transfer
5. Preparation
6. Handling
7. Freight
8. Shipping
9. Delivery to any point within the State of Florida
10. Warranty and
11. Any other charges or fees necessary to deliver the State of Florida Base Vehicle according to the requirements, specifications, terms, and conditions, exclusive of taxes.

3.4.3 OEM Options Net Prices and Credits, and Aftermarket Option Prices:

The Ceiling Prices for the OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP) or OEM Options MSRP Credits, and the Aftermarket Option Prices, individually include the following charges and/or fees:

1. All profit
2. Administrative
3. Environmental
4. Preparation
5. Installation
6. Handling
7. Freight
8. Shipping
9. Delivery to any point within the State of Florida
10. Warranty charges and
11. Any other charges or fees necessary to deliver the OEM Options or Aftermarket Options according to the requirements, specifications, terms, and conditions, exclusive of taxes.

3.4.4 The OEM Options Discount:

The discount percentage, listed for the State of Florida Base Vehicle Representative Model's OEM Options, shall be the minimum Discount Percentage applied off the current MSRP (Price, not Credit) for OEM Options during the Contract period of agreement. If an OEM Option has a positive MSRP (e.g., \$1.00), then the OEM Option Discount (e.g., 10.00%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., \$1.00 MSRP – 10.00% OEM Options Discount = \$0.90 OEM Option Net Price); if an OEM Option has a negative (credit) MSRP (e.g., -\$1.00), then the OEM Options Net Credit shall be the OEM Options MSRP Credit (e.g., -\$1.00). OEM Options Net Prices shall be rounded to the nearest whole cent; OEM Options MSRP Credits will be as stated in the MSRP List (per Section 3.1 (23), Definitions, "MSRP").

3.4.5 Prices and Discounts Negotiation

Eligible Users may negotiate Prices and Discounts for the contracted State of Florida Base Vehicles, OEM Options, and Aftermarket Options with the Contractor, provided the negotiated Prices and Discounts do not exceed the Ceiling Prices for the respective State of Florida Base Vehicle, OEM Option, and Aftermarket Option. The Contractor is prohibited from negotiating Prices or Discounts that exceed the Ceiling Prices set forth in the Price Sheets, and from invoicing or billing at Prices and Discounts that exceed the total on the Purchase Order. The Ceiling Prices are only subject to revisions per Sections 4., Price Changes Applicable only to Term Contracts; General Contract

Conditions (PUR 1000) and any revisions must have received the prior approval of the Department.

The Ceiling Prices for any State of Florida Base Vehicle, OEM Option, and Aftermarket Option must be equal to or lower than the current MSRP. In the event a Price, OEM Option Net Price, or OEM Option MSRP Credit for any State of Florida Base Vehicle, OEM Option, or Aftermarket Option is found to be above the current MSRP, the Department, at its option, shall reduce the Price, OEM Option Net Price, or OEM Option MSRP Credit to the current MSRP less any applicable contracted Discount or terminate and remove the Contractor's award from the Contract.

3.4.6 Contract Price Quotes and Sales Literature / Technical Information

Eligible Users shall request and the Contractor will provide Contract Price Quotes related to all acquisitions under the Contract. The Contractor agrees that Contract Price Quotes provided to an Eligible User shall be submitted for only those Commodities which the Contractor is awarded, and that the awarded Commodities quoted are the minimum required to meet the Eligible User's needs. All Contract Price Quotes will be according to the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract, and will include the following:

- Quotation Date.
- Quotation Number (as applicable).
- Contractor Information.
- State Term Contract Number and Name.
- State of Florida Base Vehicle Information: Commodity Code and Line Number (###-###-##), State of Florida Base Vehicle Representative Model Description, and negotiated State of Florida Base Vehicle Price (per Section 3.4.1, Ceiling Prices).
- OEM Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, OEM Option MSRP, OEM Option Discount, and negotiated OEM Option Net Price or OEM Option MSRP Credit (as applicable, per Section 3.4.1, Ceiling Prices).
 - **Note: The Contractor will provide a complete separate copy of the applicable current MSRP List(s), per Section 3.1, 24), Definitions, "MSRP" to verify the OEM Option Net Price or OEM Option MSRP Credit Quoted.**
- Aftermarket Option Information (if applicable, individually listed): Aftermarket Option Description and negotiated Aftermarket Option Price (per Section 3.4.1, Ceiling Prices).
- Non-Contract Option (if applicable, individually listed): Non-Contract Option Description and Non-Contract Option Price.
 - **Note: Acquisition of Non-Contract Options by Eligible Users must be made outside the Contract's (if awarded) requirements, specifications, terms, and conditions, and per the Eligible User's purchasing and fleet statutes, laws, ordinances, rules, codes, policies, and procedures.**
- New License Plate Fee (if applicable, per Section 4.5, Commodities Title and Registration).
- Total State Term Contract negotiated Price (sum of State of Florida Base Vehicle negotiated Price, OEM Options Net negotiated Price(s), OEM Options

MSRP negotiated Credit(s), Aftermarket Options negotiated Price(s), Non-Contract Options Price(s), and New License Plate Fee(s), as applicable.

- **Note: All Quotes will be firm and usable by the Eligible User for a period of ninety (90) calendar days, or until the Manufacturer's Last Order Date (per Section 4.9) or Contract termination date, whichever comes first.**

During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to Eligible Users upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

3.5 Electronic Invoice

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below.

1. cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

2. EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

3. PO Flip via ASN

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

3.6 Product and Catalog Specifications (Services included if applicable)

Any product Catalog submitted with bid pricing is incorporated into the Contract. Any additional terms and conditions contained in the product catalog language are not included in the Contract.

3.7 Purchasing Card Program

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

3.8 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

3.9 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

3.10 Price Adjustments

Price Adjustments are not applicable to single year contracts.

3.11 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

3.12 Bills for Travel

Bills for travel expenses, if permitted, must be submitted in accordance with Section 112.061, Florida Statutes.

3.13 Public Records

The Contract shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor must simultaneously provide the Department with a separate redacted copy of it's the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a public records or other disclosure request pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

3.14 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

3.15 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of the

PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

3.16 E-Verify

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

3.17 Scrutinized Company List

In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

3.18 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

3.19 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

3.20 Ethical Business Practices

Any manufacturer awarded business as a result of this Invitation shall work in partnership with the State to ensure a successful and valuable contract, and ethical

practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

3.21 Product Variations/Custom Orders

New variations, substitutions, including custom orders of existing products awarded under the contract will be considered for purchase by the State if it is in the best interest of the State. All deviations, product modifications and special requests must receive prior written approval from the Department before execution of the purchase. Proposed changes shall not compromise the integrity of the product's performance. A "Change Order/Special Request" form and a Contract Amendment must be completed and signed by the customer before any changes can be made.

3.22 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

3.23 Dedicated Web Site Requirement: Manufacturer Contract Administration

The contract resulting from this ITB will become a public document. The Department is using the Florida Communities Network (FCN) on the Internet to distribute contract and product information to users of State Term Contracts outside of MyFloridaMarketPlace.

The following components and activities are required of each contractor:

Each Contractor shall develop and maintain a state contract web page on the Internet to post approved contract information to enable access to and ordering of Customers' specific items from the Contractor's catalog. The contractor's web page will be linked from the State Contract web site and dedicated to the State of Florida Contract. Access to the site and its' information cannot be password protected.

Each Contractor's state contract web page must be built and then maintained over the life of the state term contract to be compatible with the most recent version of browser software being used by the Department. As of the writing of this Invitation, Internet Explorer is the Department's browser standard. The Department intends to upgrade to new browser versions as they become available and fully tested, at its discretion. Except in the event of unforeseen technological interruptions or forces of nature, continued disruption of service or inadequate access may be grounds for the contract link to be removed and/or contract cancellation.

Each Contractor's state contract web page will be approved for compliant information after award.

3.24 Sales and Use Tax

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Chapter 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

3.25 Insurance, Loss Deductible

The customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the customer an insurance certificate proving appropriate coverage is in full force and effect.

3.26 Insurance, Subcontractor's Public Liability and Property Damage

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above, or, the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified above.

3.27 Performance and Payment Bonds

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond shall result in the Contractor being found in default of the contract.

3.28 Warranty

The respective Manufacturer's Standard Warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's Standard Warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's Standard Warranty coverage must be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any State or local governments. Unless stated otherwise, the Manufacturer's Standard Warranty must have a minimum term of one year and will begin only at the time of Acceptance by the Customer as per Section 4.7, Acceptance.

Should the Manufacturer's Standard Warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail. The Manufacturer's Standard Warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.29 Contract Revisions

Notwithstanding General Contract Conditions Section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

- 1) Contractor's Company Information and Contacts- Section 4.2;
- 2) Contract Manager;
- 3) Contract Report Forms
- 4) Dedicated Web site information after approval

The Contractor shall use the Contractor Revision Request Form. Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions Section 42 of the PUR 1000 applies to all other modifications to the Contract.

SECTION 4 Statement of Work

4.1 Scope

The purpose of this State Term Contract is to provide an instrument for governmental entities within the state of Florida to use for the acquisition of Motor Vehicles. It is intended that purchases under this agreement will meet the needs of Florida state agencies and other Eligible Users in the performance of the respective entities' core responsibilities. Contractors shall provide motor vehicle Commodities in accordance with the Technical Specifications and Service level Agreements as contained herein.

Commodities include those items described in the Representative Models Descriptions, State of Florida Base Vehicle, OEM Options and After Market Options as described in the Price Sheets.

Service Level Agreements include but are not limited to Contract Management and Contractor Information, Contract Sales and Transaction Fee Reporting, Transportation and Delivery, Performance Measures, Commodities Title and Registration, Order Acknowledgement and documentation, excellent Customer service and assistance; all to the satisfaction of the Department.

The Contract Commodities and Service Level Deliverables as identified shall be provided in accordance with the following requirements, specifications, terms, and conditions. Should there be a conflict between these Contract components resolution will be obtained by the following order of precedence:

- 1) Any written Amendments to the Contract
- 2) The Price Sheets (As Approved by the Department)
- 3) Section 4, Statement of Work
- 4) Section 3, Contract Conditions (Special and General) [PUR1000 (10/06)]

4.2 Contractor's Company Information and Contacts

The Contractor shall maintain its Information Worksheet which is incorporated by reference into this Contract. Contractors shall update any necessary information by submitting a revised Information Worksheet. The Contractor shall designate one individual to serve as the "Designated Contact Point" for the Contract and one alternate Designated Issuing Officer. All questions and customer service issues concerning this Contract shall be directed to the Designated Contact Point. It will be the Designated Contact Point's responsibility to coordinate with necessary Customer personnel as required. With the exception of State recognized holidays the Contractor shall maintain hours of operation and be available Monday through Friday, 8 a.m. to 5 p.m. (ET) for the management of this Contract.

4.3 Contract Quarterly Reports

Each Contractor shall submit a completed Contract Quarterly Report within 30 days of the end of the each calendar year quarter.

The Department reserves the right to require the Contractor to provide additional reports upon request. Failure to provide these reports, including reports indicating no sales, may result in the Contractor being found in default by the Department.

Initiation and submission of these Reports are the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed Reports by email to the Contract Manager.

Download the *Contract Quarterly Report form*.

4.4 Acknowledgement of Order

The Acknowledgement of Order form shall be used by the Contractor to notify the ordering Customer of the receipt of the Purchase Order for Commodities awarded under the Contract, and depending on the appropriate clause selected by the Contractor, will either:

- **Accept Order:** Constitutes acceptance by the Contractor to deliver the awarded Commodities listed on the Purchase Order under the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract and Purchase Order. The Contractor must provide on the form: the Manufacturers' order confirmation information (unless the Contractor has the State of Florida Base Vehicle, OEM Option(s) (if applicable), Aftermarket Option(s) (if applicable), and Non-Contract Option(s) (if applicable) ordered in their possession, where the Contractor must include that information on the form, and the estimated Delivery date of the ordered State of Florida Base Vehicle, OEM Option(s) (if applicable), Aftermarket Option(s) (if applicable), and Non-Contract Option(s) (if applicable); or
- **Production Cutoff Notification:** Provide notification to the Customer that an awarded Commodity's Manufacturer's Last Order Date is past under the Contract and the Contractor is unable to provide the next new model year of the awarded Commodity at the Contract Prices, Discounts, requirements, specifications, terms and conditions. The Customer will have the option to cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. See Section 4.9, Manufacturer's Last Order Date and Vehicle Change, for specific Manufacturer's Last Order Date requirements, terms, and conditions.

For circumstances in which the Contractor does not have the awarded Commodities in stock and cannot Deliver the Commodities to the Customer within fourteen calendar days, the Acknowledgement of Order form, shall be fully completed and issued by the Contractor notifying the Customer of the receipt of the Purchase Order for Commodities awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Contractor must mail, email, or fax the fully completed Acknowledgement of Order form to the ordering Customer's issuing office within fourteen calendar days from the date the Contractor receives the Purchase Order under the Contract. Failure of the Contractor to provide the ordering Customer the Acknowledgement of Order form within fourteen calendar days from the date the Contractor received the Purchase Order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager, administrator, or Customer.

Note: The Contractor must select the correct clause. Should the Contractor improperly notify an Eligible User of a Manufacturer's Last Order Date, it shall be cause for default proceedings or Contract termination.

Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users shall be cause for default proceedings or Contract termination.

Download the *Acknowledgement of Order form*.

4.5 Commodities Title and Registration

Applicable awarded Commodities delivered under the Contract will be titled and registered by the Contractor in accordance with Chapters 319 and 320 of the Florida Statutes. The Contractor shall send any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded Commodity (ies) upon delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per Section 4.4, Acknowledgement of Order. However, the Customer will then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Customer to do so.

For applicable awarded Commodities, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should a Customer elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see Section 3.4.1, Ceiling Prices, are included in the Base Equipment Net Price.
- Should a Customer elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see Section 3.4.1, Ceiling Prices, except the new license plate cost are included in the Base Equipment Net Price.
 - The Customer's Purchase Order notation for a new license plate must include the request for a new license plate, what type of license plate is required, and a Issuing Officer's name, title, and telephone number should there be any questions.
 - The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. must be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Note: The State of Florida is self-insured; therefore, a "Proof of Insurance" form is not required (Refer to F.S. Section 284.30, Part II) for Title and Registration. Questions concerning the lack of a "Proof of Insurance Certificate" when applying for a license plate may be answered by calling (850) 488-4127.

4.6 Transportation and Delivery

In conjunction with Section 3.4.1, Ceiling Prices, Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation of goods shall be FOB Destination to any point within the State of Florida within fourteen calendar days after receipt of the awarded Commodities from the Manufacturer(s) with two exceptions:

1. Awarded Commodities requiring post-Manufacturer Dealer installed OEM Options, Aftermarket Options, or Non-Contract Options must be delivered FOB Destination to any point within the State of Florida within thirty calendar days after receipt of the awarded Commodities from the Manufacturer(s).
2. Awarded Commodities requiring post-Manufacturer Aftermarket Options for body installation must be delivered FOB Destination to any point within the State of Florida within forty-five calendar days after receipt of the awarded Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the awarded Commodity at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Delivery does not constitute Acceptance, per Section 4.7 of the Contract. The Contractor must give the ordering Customer a minimum of twenty-four hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days.

Deliveries of awarded Commodities shall be made:

- Price Changes Applicable only to Term Contracts By either private or common carrier transport; or
- Where delivery may be accomplished by driving the self-propelled Motor Vehicle with less than one thousand (1,000) odometer miles at delivery, the self-propelled Motor Vehicle may, with the Customer's prior approval, be driven under supervision to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, Motor Vehicles with more than one thousand (1,000) odometer miles at delivery may be rejected or \$0.50 per mile in excess of one thousand (1,000) odometer miles may be deducted from the invoice and payment. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

All self-propelled Motor Vehicles delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Motor Vehicles with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$4.00 per gallon, up to one-quarter of the Motor Vehicle's designated fuel tank capacity, may be deducted from the invoice and payment.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Commodity that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check / Fill all fluid levels to assure proper fill;
- Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
- Inflate tires (including any spares) to proper pressures;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features;
- Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
- Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including State of Florida Base Vehicle, OEM Options (if applicable), Aftermarket Options (if applicable), and Non-Contract Options (if applicable), and thoroughly tested and ready for operation upon Delivery.

All awarded Commodities will be delivered with each of the following documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
- Copy of the ordering Customer's Purchase Order;
- Copy of the applicable Contract specification(s) and Price Sheet information;
- Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual State of Florida Base Vehicle, OEM Options, Aftermarket Options, and Non-Contract Options in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;
- Temporary Tag and twenty (20) day Extension Tag, if applicable; and
- DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above forms and publications, or that have forms that have been altered, or are not properly completed, will be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms to the ordering Customers, shall be cause for default proceedings or Contract termination.

These transportation and delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

This Section, 4.6, supersedes and replaces General Conditions Section 11, PUR 1000, Transportation and Delivery.

4.7 Acceptance

The Customer, within three (3) business days of delivery, will thoroughly inspect the Commodity (ies) received for acceptability. The Customer shall compare the physical Commodity(ies) delivered, Contract Prices, Discounts, requirements, specifications, terms, and conditions, Purchase Order, and Manufacturer's Window Sticker or Manufacturer's Invoice(s) to ensure the Commodity(ies) received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Customer will inspect the Commodity (ies) for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity (ies). Failure by the Customer to discover an error in the Commodity (ies) shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the Commodity (ies) is delivered.

The parties agree that inspection and Acceptance will be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Acceptance by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within 15 business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity (ies), per Section 4.7 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity (ies) is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity(ies) be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment will be withheld until such time as the Contractor completes the required, Customer approved, corrective action(s).

Should the Commodity (ies) require service or adjustments as part of the Customer approved corrective action(s), the Contractor shall either remedy the defect(s) or be responsible for reimbursing the Manufacturer's local authorized service Vendor or others selected by the Customer to remedy the defect(s). The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Customer. The Commodity (ies) will not be accepted until all service and / or adjustments are satisfactory and the Commodity (ies) is re-delivered in acceptable condition. The costs of any Transportation and Delivery, Section 4.6, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer will develop a corrective action plan related to the Contract deviation, which may include the

Customer's permanent refusal to accept the Commodity (ies), in which case the Commodity(ies) shall remain the property of the Contractor, and the Customer and the State will not be liable for payment for any portion thereof.

4.8 Transaction Fee Reports

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

4.9 Manufacturer's Last Order Date and Vehicle Change

The Manufacturer's Last Order Date is the final date on which the Manufacturer shall stop producing the model year of a Department approved and awarded Commodity which meets the requirements, specifications, terms, and conditions of the Contract.

The Contractor shall notify the Department of a contracted Commodity's Manufacturer's Last Order Date in writing (email or fax is acceptable) and received by the Contract Manager no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer should give less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by telephone, email, and letter, the Contract Manager no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Manager upon request. Upon confirmation of the Contract Manager being notified of Manufacturer's Last Order Date, the Department may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and / or will best assist Customers.

Any Price Sheets updates or changes by the Department to the Manufacturer's Last Order Date fields shall not constitute an amendment to the Contract.

Additionally, upon receipt of a post Manufacturer's Last Order Date Purchase Order, the Contractor shall immediately notify the issuing Customer's Issuing Officer of the Manufacturer's Last Order Date by telephone and using the Acknowledgement of Order Form. Failure of the Contractor to provide immediate notice of the Manufacturer's Last Order Date to the ordering Customer by telephone and using the Acknowledgement of Order form will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model year of the ordered Commodity, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions. Upon receipt of the required telephone notification and / or Acknowledgement of Order form notifying the Customer of the Manufacturer's Last Order Date, the Customer shall cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Customer notification of a Manufacturer's Last Order Date shall be subject to awarded Commodity availability. After the Manufacturer's Last Order Date, the Contractor may, and is encouraged to, provide, at their discretion (unless required herein), a new model year of

the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions.

Note: Should the Contractor improperly notify an Customer of a Manufacturer's Last Order Date, it shall be cause for default proceedings or Contract termination.

Should the Contractor wish to replace any awarded Commodity they are currently awarded on the Contract with another Commodity due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will offer, in writing, the intended replacement Commodity to the Department for consideration. The intended replacement Commodity must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement Commodity offered must be at the same or a lower current Price or at the same or a higher Discount as the existing awarded Commodity. The Contractor shall provide any documents necessary for the Department to fully evaluate the Contractor's request. The Department, at its sole discretion, will accept or reject the intended replacement Commodity offered. Should the Department reject the intended replacement Commodity offered, or if there is no intended replacement Commodity offered for an awarded Commodity that is no longer available, the Department may, at its sole discretion, delete the award or delete the award and award the Commodity to the next lowest responsive and responsible Contractor, per Section 2.5, Basis of Award, or assign the award to another Vendor, per Section 4.29, General Conditions, PUR 1001.

4.10 Commodity Additions and Deletions

During the Contract period of agreement, and any renewal periods, the Department shall have the right to add or delete Commodities to or from this agreement by adding them to or removing them from the Price Sheets. Any new Commodities added shall be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing accepted, in writing, by both the added Commodity's Vendor and the Department. Commodities may be removed at the sole discretion of the Department, per the requirements, terms, and conditions herein and as permitted by Florida Statutes or Florida Administrative Code.

4.11 Contract Management

The successful Contractor(s) shall work with the Department regarding contract implementation and contract management issues.

The Contractor shall work with the current and future Customers to ensure a smooth transition for contract management.

The Contractor shall develop and monitor a set of performance measures to ensure a successful implementation of the contract requirements and contract compliance.

4.12 Representative Model, State of Florida Base Vehicle, OEM Option, and Aftermarket Option Specifications

The Department provided Representative Model, State of Florida Base Vehicle, OEM Option, and Aftermarket Option Specifications are included in this Contract section by reference. The Department provided Representative Model, State of Florida Base Vehicle, OEM Option, and Aftermarket Option Specifications may be found via their

individual lists or links from within Price Sheets, but are not inherit parts of that section. Specifically, the Specifications are physically located as follows:

Representative Model Lists:

1. Each of the 19 Commodity Code Groups provided in Price Sheets, contains a list of applicable State of Florida Base Vehicle Representative Models (listed in alphabetical order by brand name, and then by vehicle size / variation / configuration) with detailed (e.g., model year, make, model, trim level, etc.) descriptions. Aftermarket Option Representative Model Lists may be included within the individual Aftermarket Option Specifications (see below).
2. State of Florida Base Vehicle Specifications: Each of the 19 Commodity Code Groups provided in Price Sheets, contains a unique link within the Commodity Code Groups Description to the State of Florida Base Vehicle Specification for the State of Florida Base Vehicle Representative Models under and applicable to that specific Commodity Code Group.
3. OEM Options: Each of the State of Florida Base Vehicle Specifications (noted above) contains a related OEM Options Specifications sub-section.
4. Aftermarket Options: Each of the 19 Commodity Code Groups provided in Price Sheets, contains up to eleven (11) Aftermarket Option columns, each with unique links to specific Aftermarket Options Specifications under and applicable to that specific Commodity Code Group.

Note: Should the Department Specifications reference any Manufacturer's specifications, and should the Manufacturer's specifications conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's requirements, specifications, terms, and conditions are not included as part of the Contract requirements, specifications, terms, and conditions.

The Specifications are based on the best information available to the Department at the time the Specifications were developed. Where available, Representative Model, State of Florida Base Vehicle, and OEM Option Specifications were developed based on known Customer needs and using Chrome Systems, Inc.'s Carbook Fleet Edition using the latest data version available at the time of the individual Specifications creation. Where available, Aftermarket Option Specifications were created based on known Customer needs and the respective Manufacturer's data.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and / or Contract termination.

4.13 Conditions

All Commodities provided under the Contract must be designed, constructed, equipped, and installed to be fully suitable for their Scope, intended use, purpose, and service. The Commodities must be new and unused (other than as specified in Section 4.6, Transportation and Delivery) for the current Manufacturer's model year or later, as Department approved. All Commodities must meet the requirements, specifications, terms, and conditions herein.

Unless otherwise indicated within the individual Representative Model, State of Florida Base Vehicle, OEM Option, or Aftermarket Option Specification, no luxury or sports Commodities will be considered or permitted. The Department, in its sole determination, shall determine what a luxury is or sport Commodity. To date, the

Department has determined: Luxury or sports brands shall include, but are not limited to, the following:

1. Acura, Alpha Romeo, Audi, Aston Martin, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, Mercedes-Benz, Pagani, Porsche, Rolls-Royce, and
2. Spyker Luxury or sports types shall include, but are not limited to, the following: Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand tourers, and signature / specialty editions.

Luxury or sports Components shall include, but are not limited to, the following: Leather upholstery (seats), sunroofs and moon roofs.

No Contractor or Dealer advertising or identification (name, logos, etc.) is permitted on the Representative Model, State of Florida Base Vehicle, OEM Options, Aftermarket Options, Non-Contract Options, or Components. Commodity Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion will determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing all unacceptable advertising or identification.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and Contract termination.

4.14 Options, Features, and Components

All Commodities shall include all Features and Components indicated as standard equipment by the Manufacturer unless specifically deleted herein. No Features or Components indicated as standard equipment by the Manufacturer shall be removed unless specifically required herein. Any Options, Features, and Components necessary to meet the requirements of the Specifications and order shall be included and installed.

All OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components of the Representative Model and State of Florida Base Vehicle, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

1. If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or
2. If the Option, Feature, or Component is not available from the Motor Vehicle Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor, and
3. Any Port or Dealer installed Options, Features, and Components will be installed according to the respective Manufacturers' requirements and specifications.

All Representative Models, State of Florida Base Vehicles, OEM Options, Aftermarket Options, and Non-Contract Options must be manufactured by a recognized Manufacturer of the Commodity provided. Where a Representative Model is specified for an Option, Feature, or Component, only the specified Representative Model may only be offered and provided. If a Representative Model is not specified for an Option, Feature, or Component, the Representative Model is implied to be that of the Motor

Vehicle Manufacturer if available. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval.

In the event any Option, Feature, or Component of the Representative Model, State of Florida Base Vehicle, OEM Option, Aftermarket Option, or Non-Contract Option is found to be missing from an ordered Commodity, or is found to be incorrect or a non-approved Option, Feature, or Component, the Contractor shall, at the Customer's discretion, be required to do one of the following:

1. Replace the complete Commodity with a Commodity that meets the requirements, specifications, terms, and conditions herein;
2. Install or replace the missing or incorrect Option, Feature, or Component of the Representative Model, State of Florida Base Vehicle, OEM Option, Aftermarket Option, or Non-Contract Option; or
3. Refund the MSRP of the missing or incorrect Option, Feature, or Component of the Representative Model, State of Florida Base Vehicle, OEM Option, Aftermarket Option, or Non-Contract Option to the Customer.

It is the Contractor's responsibility to insure that the Representative Model or State of Florida Base Vehicle ordered by the Customer is fully compatible with all ordered OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components and that the Commodity will comply with all applicable Manufacturer, industry, and regulatory standards. The Contractor's acceptance of the Customer's Purchase Order shall indicate that the Contractor agrees to deliver a Commodity that will be fully compatible with all of its OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components. Any changes after the Delivery of a Commodity that are required to bring the Commodity into compliance with its various OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components due to an incorrect order or assembly and installation by the Manufacturer, Port, Dealer, or Contractor will be accomplished at the Contractor's sole expense.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and / or Contract termination.

4.15 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all United States of America and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards, Occupational Safety and Health Administration, Environmental Protection Agency Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Manager immediately.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and / or Contract termination.

4.16 Acceptable Publications

The Department, in its sole discretion, reserves the right to consider information and documentation that is in the possession of the Department or readily accessible by the Department, in reviewing a Response, making an award, or managing the Contract, if awarded. However, during the solicitation and any resulting Contract the Department may request and the Bidder shall provide within three (3) business days of any request, acceptable and supporting information or documentation.

Acceptable and Supporting information or documentation includes, but is not limited to:

- Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent),
- MSRP Lists (per Section 3.1, Definitions, 24),
- Manufacturer's Standard Warranties,
- Chrome Systems, Inc.'s PC Carbook applications, PC Carbook Plus and Carbook Fleet Edition, and
- Manufacturer's official fleet or retail websites.

The MSRPs and MSRP Lists may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract.

Failure to provide any supporting information or documentation as requested will result in the disqualification of the Response or Contract, if awarded.

Contract for Motor Vehicles

Between Florida Department of Management Services and Contractor

Contract Number: 071-000-1-13

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor).

The Contractor responded to the Department's Invitation to Bid (ITB) No. 01-071-000-C Motor Vehicles. The Department has decided to accept the Contractor's bid and enter into this Contract in accordance with the terms and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Department and Contractor agree as follows:

- I. **Scope of Work**
The purpose of this State Term Contract is to provide an instrument for governmental entities within the state of Florida to use for the acquisition of Motor Vehicles. It is intended that purchases under this agreement will meet the needs of Florida state agencies and other Eligible Users in the performance of the respective entities' core responsibilities.
- II. **Contract Term**
The initial term of the Motor Vehicle Contract will be for one (1) year. The initial contract term shall begin on November 1, 2012 or on the last date in which it is signed by all parties, whichever is later.
- III. **Renewal Terms**
Upon mutual written agreement, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up to 12 months at the renewal pricing specified in the bid upon mutual agreement of the parties as set forth in the Contract in section 1.3.
- IV. **Contract**
This document and the attached sections of the ITB compose the complete Contract. Sections 1 and 2 of the ITB are omitted.

V. Event of Dispute

This Contract sets forth the entire understanding of the parties. The following documents are not incorporated by reference as part of this Contract and none of terms and conditions of those documents shall be applicable unless specifically stated or adopted in this Contract. However, in the case of an ambiguity which requires extrinsic evidence to determine the intent of the parties, the following documents shall have priority in the order set forth below:

- i. The Contract, any exhibits, and any amendments
- ii. ITB Number 01-071-000-C including any addendums

This Contract is executed upon signature of authorized officers as of the dates signed below.

Signature

Print Name

Date

STATE OF FLORIDA
Department of Management Services

Kelly Loll, Director

Date

ADDENDUM NO. 2

ISSUE DATE: SEPTEMBER 24, 2012

TO
INVITATION TO BID ("ITB")

FOR
MOTOR VEHICLES
ITB No. 01-071-000-C

Notification

This Addendum No. 2 consists of:

1. Responses to questions submitted to the issuing Officer on the Q & A Board within the MFMP Sourcing 3.0 Tool and
2. Revisions to the Price Sheets (Rev. 9-24-2012).

The Department of Management Services hereby gives notice to all interested parties of the availability of this addendum to the above mentioned solicitation. The purpose of this addendum is to provide responses to the questions received by the Department during the inquiry period. The information included in this addendum is now made a part of the solicitation.

1.0 Posted Questions and Answers

1Q. Paragraph 2.2.2.7 is entitled Contractor Information Worksheet and in that section it instructs us (the user) "to upload the completed contractor information worksheet form here". When we click on the references link the Price Sheets from section 2.2.2.8 come up.

Is this as intended or should there be a contractor information worksheet under paragraph 2.2.2.7 versus the price sheet?

1A. No. The Contractor Information Worksheet is now available in Section 2.2.2.7. Please go to this section to download the document from the references icon.

2Q. Where do I find the Q & A section?

2A. The Q & A Board was turned off until after the Pre-bid conference. Contact the MFMP Vendor Help Desk at vendorhelp@myfloridamarketplace.com for details.

3Q. 3.3.4 Agreement 4: please define the second sentence: "This may require". The dealer should be obligated to deliver the model year bid on the contract up to the manufacturer's published order cut-off, but in some cases the manufacturer will not price protect a new model from year to year.

Does "may" translate in this section as dealer "must" provide the next model year until the end of the contract term?

3A. No.

4Q. Dodge 2500 and 3500 non cab & chassis concessions are different for Diesel and Non Diesel vehicles. I would like to suggest a different category for Diesel and Non-Diesel otherwise there is not any way to bid these vehicles.

4A. Representative Model(s) Standard Equipment Specifications are determined by the Manufacturer(s).

5Q. 3.7 Purchasing Card Program- We can accept a Credit Card but it will cost us a 3 to 5 percent charge depending on the amount, type of card and company.

How do we put this cost into the state contract?

5A. This cost cannot be included in the price charged for the commodities on this contract.

6Q. I would like to have the Kawasaki Concours Police Edition added to the contract. What is the process to have it added?

6A. Please refer to Section 2.9 Representative Model and Approved Equivalents.

2.0 Revised Price Sheets

Revisions to the Price Sheets may be obtained by downloading the document Price Sheets (Rev. 9-24-2012) from the MFMP Sourcing 3.0 Tool.

Any protest concerning this agency decision shall be made in accordance with Sections 120.57(3) and 287.042(2) of the Florida Statutes and Chapter 28-110 of the Florida Administrative Code. Failure to file a protest within the 72 hour period as prescribed in Section 120.57(3), or failure to post a bond of \$83,400.00 or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes. Questions or communication to the Procurement Officer shall not constitute notice of a protest. Any protest concerning this agency decision must be timely received by the Agency Clerk at:

Department of Management Services - Agency Clerk
4050 Esplanade Way, Suite 160 - Tallahassee, FL 32399-0950

Pursuant to 287.57(24) of the Florida Statutes, "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

ADDENDUM NO. 1

ISSUE DATE: SEPTEMBER 10, 2012

TO INVITATION TO BID (“ITB”)

FOR

MOTOR VEHICLES ITB No. 01-071-000-C

SOLICITATION ISSUE DATE: SEPTEMBER 06, 2012

Notification

This Addendum No. 1 is a revision to the Section 1.7 Timeline of Events, Pre-Solicitation Conference information for ITB No. 01-071-000-C, Motor Vehicles and has been posted to the MyFloridaMarketPlace (“MFMP”) Sourcing Tool. The revised Timeline of Events is attached with this notice and in the MyFloridaMarketPlace Sourcing Tool within the event.

General instructions on how to access this information and how to register are detailed below. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Limitation on Vendor Contact with Agency During Solicitation Period

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

MyFloridaMarketPlace

As of July 1, 2003, the Department of Management Services is using MyFloridaMarketPlace to carry out on-line solicitations. In order to respond to this solicitation, you must be registered in MyFloridaMarketPlace and be signed up for online solicitations. If you are not already registered, or need to update your registration, you can register or update your registration through the Vendor Information Portal (“VIP”) at <https://vendor.myfloridamarketplace.com/>.

When you register, you will be asked to select Commodity Codes that represent categories of goods & services that you might provide. In order to participate in this particular solicitation (**ITB No. 01-071-000-C; Motor Vehicles**) on MyFloridaMarketPlace, you **must** select at least one item from Commodity Code Numbers **071-111, 071-112, 071-131, 071-132, 071-141, 071-**

200, 071-310, 071-330, 071-401, 071-402, 071-511, 071-512, 071-521, 071-522, 071-531, 071-532, 071-541, 071-542, 071-561, 071-562, or 071-800.

PLEASE NOTE: Hard copies of a Response will not be accepted.

Viewing this Solicitation through MyFloridaMarketPlace

Registered Vendors In order to view the solicitation on MyFloridaMarketPlace, click on the following link: <https://sourcing.myfloridamarketplace.com/> and it will take you to the MyFloridaMarketPlace Sourcing Tool home page where you will input your username and password. If you do not remember your username and password, please contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) and they will provide it to you. After logging into MyFloridaMarketPlace, you will be able to view the solicitation by clicking on the link for the Department of Management Services, reviewing the list of active solicitations, and clicking on **ITB No. 01-071-000-C; Motor Vehicles**.

Non-Registered Vendors If you are not registered, (or if waiting on your registration to be uploaded to the system) you may log on to MyFloridaMarketPlace by clicking on the "Public Access" radio button to have **read only** access to the solicitation. You will not be able to electronically submit Questions or a Response under "Public Access".

Help Desk for MyFloridaMarketPlace

If you experience difficulty in vendor registration, logging into MyFloridaMarketPlace, downloading the forms and other attachments, or other technical issues, please contact the MyFloridaMarketPlace Customer Service Desk, toll-free at 866-FLA-EPRO (866-352-3776) or via email at vendorhelp@myfloridamarketplace.com between the hours of 8:00 AM to 5:30 PM Eastern Time.

Thank you for your interest in this solicitation.

Note: Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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SECTION 3 Contract Conditions (Special and General)

Section 3 contains the Special Contract Conditions and General Contract Conditions. Special Contract Conditions are contained below; however, the General Contract Conditions- PUR 1000 are incorporated by reference and provided via this link: <http://www.mysafefloridahome.com/images/Pur%201000.pdf>

In the event any conflict exists between the Special Contract Conditions and General Contract Conditions, the Special Contract Conditions shall prevail.

3.1 Definitions

The following definitions apply to this ITB in addition to the definitions in the PUR 1000 and PUR 1001 forms, which are incorporated by reference in Section 2 and Section 3 of this ITB respectively.

- 1) "Catalog" - A list of products or description of services within the scope of the ITB arranged systematically with corresponding prices.
- 2) "Contract" - The agreement that results from this competitive procurement, if any, between the Department and the vendor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000.)
- 3) "Confidential Information" - Any portion of a Bidder's documents, data, or records disclosed relating to its response that the Bidder claims is confidential and not subject to disclosure pursuant to chapter 119, Florida statutes, the Florida Constitution, or any other authority that is clearly marked "Confidential."
- 4) "Eligible User" - See "Eligible User" definition in 60A-1.005, Florida Administrative Code.
- 5) "Issuing Officer" - See "Procurement Officer" definition in section 1(b) of the PUR - 1001 Form.
- 6) "State" - The State of Florida.
- 7) "State Term Contract" - A term contract that is competitively procured by the Department pursuant to section 287.057, Florida Statutes, and that is used by agencies and eligible users pursuant to section 284.056, Florida Statutes.
- 8) "Department" means the Florida Department of Management Services.
- 9) "Procurement Officer," "Contract Manager," or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.
- 10) "Vendor(s)" means the entity that believes itself capable and is in the business of providing a Commodity and / or service similar to those within the solicitation, and may or may not respond to the solicitation.
- 11) "Contractor(s)" means the Bidder that has been awarded and contracts to sell Commodities and / or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.
- 12) "OEM" or "Manufacturer(s)" means the Original Equipment Manufacturer or original producer of a Commodity and / or service.
- 13) "Dealer(s)" means a Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and / or service specific Commodities and / or services.

- 14) "Commodity (ies)" means a tangible good, which may or may not meet the specifications herein.
- 15) "Commodity Code(s)" means the State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein.
- 16) "State of Florida Base Vehicle(s)", "Base Vehicle(s)", "Motor Vehicle(s)", or "Vehicle(s)" unless stated otherwise, means a Department specified Commodity, which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by a Manufacturer, Port, and Dealer on their standard base version of the Commodity.
- 17) "OEM Option(s)" means a Motor Vehicle Manufacturer's optional component, feature, or configuration not specified by the Department as standard on the State of Florida Base Vehicle, and which is intended for the specific Representative Model, meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the State of Florida Base Vehicle by the Manufacturer, Port, and / or Dealer, as specified by the Manufacturer.
- 18) "Aftermarket Option(s)" means a Department specified optional aftermarket Manufacturer's component, feature, or configuration not specified by the Department as standard on the State of Florida Base Vehicle, and which is intended for the specific Representative Model, meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the State of Florida Base Vehicle by the Motor Vehicle Manufacturer, Port, and / or Dealer, as specified herein.
- 19) "Non-Contract Option(s)" means an optional component, feature, or configuration not specified by the Department, which is intended for a specific Representative Model and may be installed to or uninstalled from the State of Florida Base Vehicle by the Manufacturer, Dealer, Port, and / or Eligible User, as ordered by the Eligible User. Acquisition of Non-Contract Options by Eligible Users must be made outside the Contract's (if awarded) requirements, specifications, terms, and conditions, and per the Eligible User's purchasing and fleet statutes, laws, ordinances, rules, codes, policies, and procedures.
- 20) "Representative Model(s)" means a Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein, which, if properly equipped per the requirements, specifications, terms, and conditions, may meet or exceed the applicable requirements, specifications, terms, and conditions herein. Representative Models may be either State of Florida Base Vehicles or Aftermarket Options as specified herein.
- 21) "Approved Equivalent" means a Commodity or contractual service that meets or exceeds the requirements, specifications, terms, and conditions of the solicitation, and is approved by the Department as an equivalent to a Representative Model listed in the solicitation documents.
- 22) "Component", "Feature" or "Configuration" means an element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, State of Florida Base Vehicle, Base Vehicle, Motor Vehicle, Vehicle, OEM Option, Aftermarket Option, Non-Contract Option, or Representative Model.
- 23) "MSRP" is an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific

Commodities and contractual services without benefit of a Contract resulting from the solicitation, if awarded.

24) "MSRP List(s)" is an acronym for the Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information.

3.2 Ordering Instructions

This catalog type is created by the MFMP Team with assistance from DMS. The focus is to direct the customer with the proper method of purchasing the goods and/or services awarded based on direction from the supplier and previous experience with such commodities.

1. The Contractor agrees to meet the following requirements:

- a. Provide appropriate contact information for customers to use for product and /or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
- b. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or distributors for use; and
- c. The accuracy of this information must be maintained by Contractor throughout the duration of the statewide contract
- d. Should the Contractor be the Manufacturer (not a Dealer) of the Commodities and / or contractual services awarded, they may also include specific Dealer information in the Ordering Instructions in the provided locations. The Manufacturer as Contractor who selects to also include specific Dealer information within the Ordering Instructions is also required to appropriately register the listed Dealers as locations under the Contractor's vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>). The Manufacturer as Contractor is fully responsible for compliance with all the prices, discounts, requirements, specifications, terms, and conditions of the Contract and for any actions or inactions of the Dealer(s) they include in the Ordering Instructions
- e. A Dealer as Contractor may not include other Dealer's information in the Contractor Information Worksheet; and

2. Contractor agrees that DMS controls which statewide contracts appear in MFMP and that DMS may elect at any time to remove any Contractor's offering from MFMP.

3. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

3.2.1 It is the Contractor's responsibility to notify the Contract Manager of any updates to organization information, relevant personnel, and contact information contained in the Contractor Information Worksheet. The Contractor shall notify the Department of a requested change to the Contractor Information Worksheet, in writing (email is acceptable) and received by the Contract Manager no later than ten (10) business

days prior to the effective date of the proposed change. The Department may accept or reject any proposed change, or may unilaterally amend the Ordering Instructions as it deems is in the best interest of the State and / or will best assist Eligible Users

Please Note: Any changes to the Contractor Information Worksheet will also require the Contractor to appropriately update their vendor registration in the State of Florida Vendor Registration System (Vendor Information Portal ("VIP"): <https://vendor.myfloridamarketplace.com/>).

Contractor Information: Contractor Information will be viewable via a link from the individual Line No.'s Organization Name field in the Price Sheets. Click on the specific link for the associated Contractor.

3.3 Purchase Orders

All orders by Eligible Users of the Contract shall be placed using a Purchase Order. Purchase Orders issued by Eligible Users shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The Contractor and the Eligible User agree to the following:

- Under the Contract, Eligible Users may only place and Contractors shall only accept Purchase Orders for Commodities the Contractor is awarded.
- For each Motor Vehicle ordered, Eligible Users are responsible for notating the following information on and with the Purchase Order based on their negotiations (per Section 3.4.1, Ceiling Prices) with the Contractor:
 - Eligible User's issuing officer and contact information;
 - Contractor Information from the Ordering Instructions;
 - State Term Contract Number and Name;
 - State of Florida Base Vehicle Information: Commodity Code and Line Number (###-###-##), State of Florida Base Vehicle Representative Model Description, and negotiated State of Florida Base Vehicle Price (per Section 3.4.1, Ceiling Prices);
 - **Note:** Specify paint / finish color if other than the OEM's standard white (or other standard color if white is not available from the Manufacturer).
 - OEM Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, OEM Option MSRP, OEM Option Discount, and negotiated OEM Option Net Price or OEM Option MSRP Credit (as applicable, per Section 3.4.1, Ceiling Prices);
 - **Note:** State Agencies must include a copy of the applicable Quote (per Section 3.4.6, Contract Price Quotes and Sales Literature / Technical Information) and accompanying OEM Option MSRP List with any submitted Requisition.
 - Aftermarket Option Information (if applicable, individually listed): Aftermarket Option Description and negotiated Aftermarket Option Price (per Section 3.4.1, Ceiling Prices);
 - Non-Contract Option (if applicable, individually listed): Non-Contract Option Description and Non-Contract Option Price;
 - **Note:** Acquisition of Non-Contract Options by Eligible Users must be made outside the Contract's (if awarded) requirements, specifications, terms, and conditions, and per the Eligible User's

purchasing and fleet statutes, laws, ordinances, rules, codes, policies, and procedures.

- New License Plate Fee (if applicable, per Section 4.5, Commodities Title and Registration); and
- Any Eligible User special instructions, requirements, specifications, terms, and conditions;
- The total cost for the State of Florida Base Vehicle, OEM Option(s) (if any), Aftermarket Option(s) (if any), Non-Contract Option(s) (if any), and New License Plate Fee (if applicable).
- Contractor will place all orders received with the Manufacturer(s) within seven calendar days after receipt of the Purchase Order unless the Contractor has the State of Florida Base Vehicle, OEM Option(s) (if applicable), Aftermarket Option(s) (if applicable), and Non-Contract Option(s) (if applicable) ordered in their possession. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.
- Contractor shall honor all Purchase Orders received during the Contract period of agreement and which precede the Manufacturer's Last Order Date (see Section 4.9, Manufacturer's Last Order Date and Vehicle Change, for specific requirements, terms, and conditions) for Commodities the Contractor is currently awarded. This may require the provision of the next new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions.
- Contractor will provide an Acknowledgement of Order form, per Section 3.3, for all Purchase Orders received.
- Contractor, from receipt of the Purchase Order until Delivery is made to the ordering Eligible User, shall promptly notify the Eligible User of any potential Delivery delays. Additionally, the Contractor must promptly advise the ordering Eligible User if their order may not be delivered prior to the end of the Eligible User's Fiscal Year (State Agency's Fiscal Year ends June 30).

Evidence of intentional delays in Delivery shall be cause for default proceedings and / or Contract termination.

3.4 Pricing

The Contractor shall adhere to the prices submitted in the completed Price Sheets, which are incorporated by reference into the Contract.

3.4.1 Ceiling Prices

The State of Florida Base Vehicle Price, individual OEM Options Net Price or OEM Options MSRP Credit, and the Aftermarket Option Price for each Representative Model described in the Price Sheets, will be the not-to-exceed Ceiling Price during the Contract period of agreement.

3.4.2 Charges and Fees

In addition to total profit, the Ceiling Prices established for the State of Florida Base Vehicles individually include the following charges and fees:

1. Administrative
2. Environmental
3. Title Application and Registration

4. Plate Transfer
5. Preparation
6. Handling
7. Freight
8. Shipping
9. Delivery to any point within the State of Florida
10. Warranty and
11. Any other charges or fees necessary to deliver the State of Florida Base Vehicle according to the requirements, specifications, terms, and conditions, exclusive of taxes.

3.4.3 OEM Options Net Prices and Credits, and Aftermarket Option Prices:

The Ceiling Prices for the OEM Options Net Prices (after the OEM Option Discount is applied to the MSRP) or OEM Options MSRP Credits, and the Aftermarket Option Prices, individually include the following charges and/or fees:

1. All profit
2. Administrative
3. Environmental
4. Preparation
5. Installation
6. Handling
7. Freight
8. Shipping
9. Delivery to any point within the State of Florida
10. Warranty charges and
11. Any other charges or fees necessary to deliver the OEM Options or Aftermarket Options according to the requirements, specifications, terms, and conditions, exclusive of taxes.

3.4.4 The OEM Options Discount:

The discount percentage, listed for the State of Florida Base Vehicle Representative Model's OEM Options, shall be the minimum Discount Percentage applied off the current MSRP (Price, not Credit) for OEM Options during the Contract period of agreement. If an OEM Option has a positive MSRP (e.g., \$1.00), then the OEM Option Discount (e.g., 10.00%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., \$1.00 MSRP – 10.00% OEM Options Discount = \$0.90 OEM Option Net Price); if an OEM Option has a negative (credit) MSRP (e.g., -\$1.00), then the OEM Options Net Credit shall be the OEM Options MSRP Credit (e.g., -\$1.00). OEM Options Net Prices shall be rounded to the nearest whole cent; OEM Options MSRP Credits will be as stated in the MSRP List (per Section 3.1 (23), Definitions, "MSRP").

3.4.5 Prices and Discounts Negotiation

Eligible Users may negotiate Prices and Discounts for the contracted State of Florida Base Vehicles, OEM Options, and Aftermarket Options with the Contractor, provided the negotiated Prices and Discounts do not exceed the Ceiling Prices for the respective State of Florida Base Vehicle, OEM Option, and Aftermarket Option. The Contractor is prohibited from negotiating Prices or Discounts that exceed the Ceiling Prices set forth in the Price Sheets, and from invoicing or billing at Prices and Discounts that exceed the total on the Purchase Order. The Ceiling Prices are only subject to revisions per Sections 4., Price Changes Applicable only to Term Contracts; General Contract

Conditions (PUR 1000) and any revisions must have received the prior approval of the Department.

The Ceiling Prices for any State of Florida Base Vehicle, OEM Option, and Aftermarket Option must be equal to or lower than the current MSRP. In the event a Price, OEM Option Net Price, or OEM Option MSRP Credit for any State of Florida Base Vehicle, OEM Option, or Aftermarket Option is found to be above the current MSRP, the Department, at its option, shall reduce the Price, OEM Option Net Price, or OEM Option MSRP Credit to the current MSRP less any applicable contracted Discount or terminate and remove the Contractor's award from the Contract.

3.4.6 Contract Price Quotes and Sales Literature / Technical Information

Eligible Users shall request and the Contractor will provide Contract Price Quotes related to all acquisitions under the Contract. The Contractor agrees that Contract Price Quotes provided to an Eligible User shall be submitted for only those Commodities which the Contractor is awarded, and that the awarded Commodities quoted are the minimum required to meet the Eligible User's needs. All Contract Price Quotes will be according to the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract, and will include the following:

- Quotation Date.
- Quotation Number (as applicable).
- Contractor Information.
- State Term Contract Number and Name.
- State of Florida Base Vehicle Information: Commodity Code and Line Number (###-###-##), State of Florida Base Vehicle Representative Model Description, and negotiated State of Florida Base Vehicle Price (per Section 3.4.1, Ceiling Prices).
- OEM Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, OEM Option MSRP, OEM Option Discount, and negotiated OEM Option Net Price or OEM Option MSRP Credit (as applicable, per Section 3.4.1, Ceiling Prices).
 - **Note: The Contractor will provide a complete separate copy of the applicable current MSRP List(s), per Section 3.1, 24), Definitions, "MSRP" to verify the OEM Option Net Price or OEM Option MSRP Credit Quoted.**
- Aftermarket Option Information (if applicable, individually listed): Aftermarket Option Description and negotiated Aftermarket Option Price (per Section 3.4.1, Ceiling Prices).
- Non-Contract Option (if applicable, individually listed): Non-Contract Option Description and Non-Contract Option Price.
 - **Note: Acquisition of Non-Contract Options by Eligible Users must be made outside the Contract's (if awarded) requirements, specifications, terms, and conditions, and per the Eligible User's purchasing and fleet statutes, laws, ordinances, rules, codes, policies, and procedures.**
- New License Plate Fee (if applicable, per Section 4.5, Commodities Title and Registration).
- Total State Term Contract negotiated Price (sum of State of Florida Base Vehicle negotiated Price, OEM Options Net negotiated Price(s), OEM Options

MSRP negotiated Credit(s), Aftermarket Options negotiated Price(s), Non-Contract Options Price(s), and New License Plate Fee(s), as applicable.

- **Note: All Quotes will be firm and usable by the Eligible User for a period of ninety (90) calendar days, or until the Manufacturer's Last Order Date (per Section 4.9) or Contract termination date, whichever comes first.**

During the Term of the Contract, the Contractor shall supply printed Sales Literature and Technical Information to Eligible Users upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Eligible User to its specific website location.

3.5 Electronic Invoice

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below.

1. **cXML (commerce eXtensible Markup Language)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

2. **EDI (Electronic Data Interchange)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

3. **PO Flip via ASN**

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

3.6 Product and Catalog Specifications (Services included if applicable)

Any product Catalog submitted with bid pricing is incorporated into the Contract. Any additional terms and conditions contained in the product catalog language are not included in the Contract.

3.7 Purchasing Card Program

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

3.8 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

3.9 Liability and Worker's Compensation Insurance

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

3.10 Price Adjustments

Price Adjustments are not applicable to single year contracts.

3.11 Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

3.12 Bills for Travel

Bills for travel expenses, if permitted, must be submitted in accordance with Section 112.061, Florida Statutes.

3.13 Public Records

The Contract shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor must simultaneously provide the Department with a separate redacted copy of it's the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a public records or other disclosure request pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

3.14 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

3.15 Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of the

PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

3.16 E-Verify

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

3.17 Scrutinized Company List

In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

3.18 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

3.19 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

3.20 Ethical Business Practices

Any manufacturer awarded business as a result of this Invitation shall work in partnership with the State to ensure a successful and valuable contract, and ethical

practices are required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

3.21 Product Variations/Custom Orders

New variations, substitutions, including custom orders of existing products awarded under the contract will be considered for purchase by the State if it is in the best interest of the State. All deviations, product modifications and special requests must receive prior written approval from the Department before execution of the purchase. Proposed changes shall not compromise the integrity of the product's performance. A "Change Order/Special Request" form and a Contract Amendment must be completed and signed by the customer before any changes can be made.

3.22 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

3.23 Dedicated Web Site Requirement: Manufacturer Contract Administration

The contract resulting from this ITB will become a public document. The Department is using the Florida Communities Network (FCN) on the Internet to distribute contract and product information to users of State Term Contracts outside of MyFloridaMarketPlace.

The following components and activities are required of each contractor:

Each Contractor shall develop and maintain a state contract web page on the Internet to post approved contract information to enable access to and ordering of Customers' specific items from the Contractor's catalog. The contractor's web page will be linked from the State Contract web site and dedicated to the State of Florida Contract. Access to the site and its' information cannot be password protected.

Each Contractor's state contract web page must be built and then maintained over the life of the state term contract to be compatible with the most recent version of browser software being used by the Department. As of the writing of this Invitation, Internet Explorer is the Department's browser standard. The Department intends to upgrade to new browser versions as they become available and fully tested, at its discretion. Except in the event of unforeseen technological interruptions or forces of nature, continued disruption of service or inadequate access may be grounds for the contract link to be removed and/or contract cancellation.

Each Contractor's state contract web page will be approved for compliant information after award.

3.24 Sales and Use Tax

It is the responsibility of the Contractor to determine how work accomplished under this contract would be subject to a Use Tax as written in the "Sales and Use Tax" Chapter 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance Section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

3.25 Insurance, Loss Deductible

The customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the customer an insurance certificate proving appropriate coverage is in full force and effect.

3.26 Insurance, Subcontractor's Public Liability and Property Damage

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above, or, the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified above.

3.27 Performance and Payment Bonds

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond shall result in the Contractor being found in default of the contract.

3.28 Warranty

The respective Manufacturer's Standard Warranty shall cover all Commodities and contractual services of the Contract. The Manufacturer's Standard Warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's Standard Warranty coverage must be identical to or exceed the most comprehensive inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any State or local governments. Unless stated otherwise, the Manufacturer's Standard Warranty must have a minimum term of one year and will begin only at the time of Acceptance by the Customer as per Section 4.7, Acceptance.

Should the Manufacturer's Standard Warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail. The Manufacturer's Standard Warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.29 Contract Revisions

Notwithstanding General Contract Conditions Section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

- 1) Contractor's Company Information and Contacts- Section 4.2;
- 2) Contract Manager;
- 3) Contract Report Forms
- 4) Dedicated Web site information after approval

The Contractor shall use the Contractor Revision Request Form. Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions Section 42 of the PUR 1000 applies to all other modifications to the Contract.

SECTION 4 Statement of Work

4.1 Scope

The purpose of this State Term Contract is to provide an instrument for governmental entities within the state of Florida to use for the acquisition of Motor Vehicles. It is intended that purchases under this agreement will meet the needs of Florida state agencies and other Eligible Users in the performance of the respective entities' core responsibilities. Contractors shall provide motor vehicle Commodities in accordance with the Technical Specifications and Service level Agreements as contained herein.

Commodities include those items described in the Representative Models Descriptions, State of Florida Base Vehicle, OEM Options and After Market Options as described in the Price Sheets.

Service Level Agreements include but are not limited to Contract Management and Contractor Information, Contract Sales and Transaction Fee Reporting, Transportation and Delivery, Performance Measures, Commodities Title and Registration, Order Acknowledgement and documentation, excellent Customer service and assistance; all to the satisfaction of the Department.

The Contract Commodities and Service Level Deliverables as identified shall be provided in accordance with the following requirements, specifications, terms, and conditions. Should there be a conflict between these Contract components resolution will be obtained by the following order of precedence:

- 1) Any written Amendments to the Contract
- 2) The Price Sheets (As Approved by the Department)
- 3) Section 4, Statement of Work
- 4) Section 3, Contract Conditions (Special and General) [PUR1000 (10/06)]

4.2 Contractor's Company Information and Contacts

The Contractor shall maintain its Information Worksheet which is incorporated by reference into this Contract. Contractors shall update any necessary information by submitting a revised Information Worksheet. The Contractor shall designate one individual to serve as the "Designated Contact Point" for the Contract and one alternate Designated Issuing Officer. All questions and customer service issues concerning this Contract shall be directed to the Designated Contact Point. It will be the Designated Contact Point's responsibility to coordinate with necessary Customer personnel as required. With the exception of State recognized holidays the Contractor shall maintain hours of operation and be available Monday through Friday, 8 a.m. to 5 p.m. (ET) for the management of this Contract.

4.3 Contract Quarterly Reports

Each Contractor shall submit a completed Contract Quarterly Report within 30 days of the end of the each calendar year quarter.

The Department reserves the right to require the Contractor to provide additional reports upon request. Failure to provide these reports, including reports indicating no sales, may result in the Contractor being found in default by the Department.

Initiation and submission of these Reports are the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed Reports by email to the Contract Manager.

Download the ***Contract Quarterly Report form***.

4.4 Acknowledgement of Order

The Acknowledgement of Order form shall be used by the Contractor to notify the ordering Customer of the receipt of the Purchase Order for Commodities awarded under the Contract, and depending on the appropriate clause selected by the Contractor, will either:

- **Accept Order:** Constitutes acceptance by the Contractor to deliver the awarded Commodities listed on the Purchase Order under the Prices, Discounts, requirements, specifications, terms, and conditions of the Contract and Purchase Order. The Contractor must provide on the form: the Manufacturers' order confirmation information (unless the Contractor has the State of Florida Base Vehicle, OEM Option(s) (if applicable), Aftermarket Option(s) (if applicable), and Non-Contract Option(s) (if applicable) ordered in their possession, where the Contractor must include that information on the form, and the estimated Delivery date of the ordered State of Florida Base Vehicle, OEM Option(s) (if applicable), Aftermarket Option(s) (if applicable), and Non-Contract Option(s) (if applicable); or
- **Production Cutoff Notification:** Provide notification to the Customer that an awarded Commodity's Manufacturer's Last Order Date is past under the Contract and the Contractor is unable to provide the next new model year of the awarded Commodity at the Contract Prices, Discounts, requirements, specifications, terms and conditions. The Customer will have the option to cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. See Section 4.9, Manufacturer's Last Order Date and Vehicle Change, for specific Manufacturer's Last Order Date requirements, terms, and conditions.

For circumstances in which the Contractor does not have the awarded Commodities in stock and cannot Deliver the Commodities to the Customer within fourteen calendar days, the Acknowledgement of Order form, shall be fully completed and issued by the Contractor notifying the Customer of the receipt of the Purchase Order for Commodities awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Contractor must mail, email, or fax the fully completed Acknowledgement of Order form to the ordering Customer's issuing office within fourteen calendar days from the date the Contractor receives the Purchase Order under the Contract. Failure of the Contractor to provide the ordering Customer the Acknowledgement of Order form within fourteen calendar days from the date the Contractor received the Purchase Order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Commodity, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager, administrator, or Customer.

Note: The Contractor must select the correct clause. Should the Contractor improperly notify an Eligible User of a Manufacturer's Last Order Date, it shall be cause for default proceedings or Contract termination.

Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users shall be cause for default proceedings or Contract termination.

Download the *Acknowledgement of Order form*.

4.5 Commodities Title and Registration

Applicable awarded Commodities delivered under the Contract will be titled and registered by the Contractor in accordance with Chapters 319 and 320 of the Florida Statutes. The Contractor shall send any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded Commodity (ies) upon delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Eligible User in a timely manner.

In the event the Customer is permitted by statute, law, rule, ordinance, code, policy, and procedure to obtain Title and Registration independent of the Contractor, and chooses to obtain Title and Registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three (3) business days following receipt of the Acknowledgement of Order form, per Section 4.4, Acknowledgement of Order. However, the Customer will then be obligated to Title and Register the awarded Commodity per applicable statute, law, rule, ordinance, code, policy, and procedure, and the Contractor shall provide any documents necessary for the Customer to do so.

For applicable awarded Commodities, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should a Customer elect to transfer an existing license plate, this is the standard default order type and does not require specific notation on the Purchase Order. All related fees, see Section 3.4.1, Ceiling Prices, are included in the Base Equipment Net Price.
- Should a Customer elect to obtain a new license plate in lieu of transferring their old license plate, or if the awarded Commodity is an addition to their fleet and requires a new license plate, the Purchase Order should include a notation and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain new license plates for the Customer unless there is a notation and a new license plate fee is included on the Purchase Order. All related charges and fees, see Section 3.4.1, Ceiling Prices, except the new license plate cost are included in the Base Equipment Net Price.
 - The Customer's Purchase Order notation for a new license plate must include the request for a new license plate, what type of license plate is required, and a Issuing Officer's name, title, and telephone number should there be any questions.
 - The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. must be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Note: The State of Florida is self-insured; therefore, a "Proof of Insurance" form is not required (Refer to F.S. Section 284.30, Part II) for Title and Registration. Questions concerning the lack of a "Proof of Insurance Certificate" when applying for a license plate may be answered by calling (850) 488-4127.

4.6 Transportation and Delivery

In conjunction with Section 3.4.1, Ceiling Prices, Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation of goods shall be FOB Destination to any point within the State of Florida within fourteen calendar days after receipt of the awarded Commodities from the Manufacturer(s) with two exceptions:

1. Awarded Commodities requiring post-Manufacturer Dealer installed OEM Options, Aftermarket Options, or Non-Contract Options must be delivered FOB Destination to any point within the State of Florida within thirty calendar days after receipt of the awarded Commodities from the Manufacturer(s).
2. Awarded Commodities requiring post-Manufacturer Aftermarket Options for body installation must be delivered FOB Destination to any point within the State of Florida within forty-five calendar days after receipt of the awarded Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the awarded Commodity at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Delivery does not constitute Acceptance, per Section 4.7 of the Contract. The Contractor must give the ordering Customer a minimum of twenty-four hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days.

Deliveries of awarded Commodities shall be made:

- Price Changes Applicable only to Term Contracts By either private or common carrier transport; or
- Where delivery may be accomplished by driving the self-propelled Motor Vehicle with less than one thousand (1,000) odometer miles at delivery, the self-propelled Motor Vehicle may, with the Customer's prior approval, be driven under supervision to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, Motor Vehicles with more than one thousand (1,000) odometer miles at delivery may be rejected or \$0.50 per mile in excess of one thousand (1,000) odometer miles may be deducted from the invoice and payment. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

All self-propelled Motor Vehicles delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Motor Vehicles with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$4.00 per gallon, up to one-quarter of the Motor Vehicle's designated fuel tank capacity, may be deducted from the invoice and payment.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Commodity that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
- Check / Fill all fluid levels to assure proper fill;
- Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s);
- Inflate tires (including any spares) to proper pressures;
- Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features;
- Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
- Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including State of Florida Base Vehicle, OEM Options (if applicable), Aftermarket Options (if applicable), and Non-Contract Options (if applicable), and thoroughly tested and ready for operation upon Delivery.

All awarded Commodities will be delivered with each of the following documents completed and included:

- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
- Copy of the ordering Customer's Purchase Order;
- Copy of the applicable Contract specification(s) and Price Sheet information;
- Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual State of Florida Base Vehicle, OEM Options, Aftermarket Options, and Non-Contract Options in the shipment;
- Manufacturer's Window Sticker(s), if applicable;
- Manufacturer's Certificate of Origin, if applicable;
- Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
- Copy of the Manufacturer's Standard Warranty Certifications;
- Sales Tax Exemption Form, if applicable;
- Temporary Tag and twenty (20) day Extension Tag, if applicable; and
- DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above forms and publications, or that have forms that have been altered, or are not properly completed, will be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms to the ordering Customers, shall be cause for default proceedings or Contract termination.

These transportation and delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

This Section, 4.6, supersedes and replaces General Conditions Section 11, PUR 1000, Transportation and Delivery.

4.7 Acceptance

The Customer, within three (3) business days of delivery, will thoroughly inspect the Commodity (ies) received for acceptability. The Customer shall compare the physical Commodity(ies) delivered, Contract Prices, Discounts, requirements, specifications, terms, and conditions, Purchase Order, and Manufacturer's Window Sticker or Manufacturer's Invoice(s) to ensure the Commodity(ies) received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Customer will inspect the Commodity (ies) for any physical damage. The Contractor is obligated to correct any errors or damage in the Commodity (ies). Failure by the Customer to discover an error in the Commodity (ies) shall not relieve the Contractor from their obligation to correct the error in the event it is found any time after the Commodity (ies) is delivered.

The parties agree that inspection and Acceptance will be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Acceptance by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Report any known visible and concealed damage to the carrier and the Contractor;
- Confirm said reports in writing within 15 business days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity (ies), per Section 4.7 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity (ies) is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity(ies) be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment will be withheld until such time as the Contractor completes the required, Customer approved, corrective action(s).

Should the Commodity (ies) require service or adjustments as part of the Customer approved corrective action(s), the Contractor shall either remedy the defect(s) or be responsible for reimbursing the Manufacturer's local authorized service Vendor or others selected by the Customer to remedy the defect(s). The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Customer. The Commodity (ies) will not be accepted until all service and / or adjustments are satisfactory and the Commodity (ies) is re-delivered in acceptable condition. The costs of any Transportation and Delivery, Section 4.6, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer will develop a corrective action plan related to the Contract deviation, which may include the

Customer's permanent refusal to accept the Commodity (ies), in which case the Commodity(ies) shall remain the property of the Contractor, and the Customer and the State will not be liable for payment for any portion thereof.

4.8 Transaction Fee Reports

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

4.9 Manufacturer's Last Order Date and Vehicle Change

The Manufacturer's Last Order Date is the final date on which the Manufacturer shall stop producing the model year of a Department approved and awarded Commodity which meets the requirements, specifications, terms, and conditions of the Contract.

The Contractor shall notify the Department of a contracted Commodity's Manufacturer's Last Order Date in writing (email or fax is acceptable) and received by the Contract Manager no later than thirty (30) calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer should give less than thirty (30) calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify by telephone, email, and letter, the Contract Manager no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Contract Manager upon request. Upon confirmation of the Contract Manager being notified of Manufacturer's Last Order Date, the Department may unilaterally update the applicable Manufacturers' Last Order Date, fields within the Price Sheets, as it deems is in the best interest of the State and / or will best assist Customers.

Any Price Sheets updates or changes by the Department to the Manufacturer's Last Order Date fields shall not constitute an amendment to the Contract.

Additionally, upon receipt of a post Manufacturer's Last Order Date Purchase Order, the Contractor shall immediately notify the issuing Customer's Issuing Officer of the Manufacturer's Last Order Date by telephone and using the Acknowledgement of Order Form. Failure of the Contractor to provide immediate notice of the Manufacturer's Last Order Date to the ordering Customer by telephone and using the Acknowledgement of Order form will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model year of the ordered Commodity, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions. Upon receipt of the required telephone notification and / or Acknowledgement of Order form notifying the Customer of the Manufacturer's Last Order Date, the Customer shall cancel the Purchase Order without penalty, or maintain the Purchase Order knowledgeable of the risk of potential non-Delivery without recourse. All Purchase Orders received and maintained after proper Customer notification of a Manufacturer's Last Order Date shall be subject to awarded Commodity availability. After the Manufacturer's Last Order Date, the Contractor may, and is encouraged to, provide, at their discretion (unless required herein), a new model year of

the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, Discounts, requirements, terms, and conditions.

Note: Should the Contractor improperly notify an Customer of a Manufacturer's Last Order Date, it shall be cause for default proceedings or Contract termination.

Should the Contractor wish to replace any awarded Commodity they are currently awarded on the Contract with another Commodity due to a result of a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor will offer, in writing, the intended replacement Commodity to the Department for consideration. The intended replacement Commodity must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement Commodity offered must be at the same or a lower current Price or at the same or a higher Discount as the existing awarded Commodity. The Contractor shall provide any documents necessary for the Department to fully evaluate the Contractor's request. The Department, at its sole discretion, will accept or reject the intended replacement Commodity offered. Should the Department reject the intended replacement Commodity offered, or if there is no intended replacement Commodity offered for an awarded Commodity that is no longer available, the Department may, at its sole discretion, delete the award or delete the award and award the Commodity to the next lowest responsive and responsible Contractor, per Section 2.5, Basis of Award, or assign the award to another Vendor, per Section 4.29, General Conditions, PUR 1001.

4.10 Commodity Additions and Deletions

During the Contract period of agreement, and any renewal periods, the Department shall have the right to add or delete Commodities to or from this agreement by adding them to or removing them from the Price Sheets. Any new Commodities added shall be at the requirements, specifications, terms, and conditions herein or as later stipulated by the Department, and at mutually agreed pricing accepted, in writing, by both the added Commodity's Vendor and the Department. Commodities may be removed at the sole discretion of the Department, per the requirements, terms, and conditions herein and as permitted by Florida Statutes or Florida Administrative Code.

4.11 Contract Management

The successful Contractor(s) shall work with the Department regarding contract implementation and contract management issues.

The Contractor shall work with the current and future Customers to ensure a smooth transition for contract management.

The Contractor shall develop and monitor a set of performance measures to ensure a successful implementation of the contract requirements and contract compliance.

4.12 Representative Model, State of Florida Base Vehicle, OEM Option, and Aftermarket Option Specifications

The Department provided Representative Model, State of Florida Base Vehicle, OEM Option, and Aftermarket Option Specifications are included in this Contract section by reference. The Department provided Representative Model, State of Florida Base Vehicle, OEM Option, and Aftermarket Option Specifications may be found via their

individual lists or links from within Price Sheets, but are not inherit parts of that section. Specifically, the Specifications are physically located as follows:

Representative Model Lists:

1. Each of the 19 Commodity Code Groups provided in Price Sheets, contains a list of applicable State of Florida Base Vehicle Representative Models (listed in alphabetical order by brand name, and then by vehicle size / variation / configuration) with detailed (e.g., model year, make, model, trim level, etc.) descriptions. Aftermarket Option Representative Model Lists may be included within the individual Aftermarket Option Specifications (see below).
2. State of Florida Base Vehicle Specifications: Each of the 19 Commodity Code Groups provided in Price Sheets, contains a unique link within the Commodity Code Groups Description to the State of Florida Base Vehicle Specification for the State of Florida Base Vehicle Representative Models under and applicable to that specific Commodity Code Group.
3. OEM Options: Each of the State of Florida Base Vehicle Specifications (noted above) contains a related OEM Options Specifications sub-section.
4. Aftermarket Options: Each of the 19 Commodity Code Groups provided in Price Sheets, contains up to eleven (11) Aftermarket Option columns, each with unique links to specific Aftermarket Options Specifications under and applicable to that specific Commodity Code Group.

Note: Should the Department Specifications reference any Manufacturer's specifications, and should the Manufacturer's specifications conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's requirements, specifications, terms, and conditions are not included as part of the Contract requirements, specifications, terms, and conditions.

The Specifications are based on the best information available to the Department at the time the Specifications were developed. Where available, Representative Model, State of Florida Base Vehicle, and OEM Option Specifications were developed based on known Customer needs and using Chrome Systems, Inc.'s Carbook Fleet Edition using the latest data version available at the time of the individual Specifications creation. Where available, Aftermarket Option Specifications were created based on known Customer needs and the respective Manufacturer's data.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and / or Contract termination.

4.13 Conditions

All Commodities provided under the Contract must be designed, constructed, equipped, and installed to be fully suitable for their Scope, intended use, purpose, and service. The Commodities must be new and unused (other than as specified in Section 4.6, Transportation and Delivery) for the current Manufacturer's model year or later, as Department approved. All Commodities must meet the requirements, specifications, terms, and conditions herein.

Unless otherwise indicated within the individual Representative Model, State of Florida Base Vehicle, OEM Option, or Aftermarket Option Specification, no luxury or sports Commodities will be considered or permitted. The Department, in its sole determination, shall determine what a luxury is or sport Commodity. To date, the

Department has determined: Luxury or sports brands shall include, but are not limited to, the following:

1. Acura, Alpha Romeo, Audi, Aston Martin, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, Mercedes-Benz, Pagani, Porsche, Rolls-Royce, and
2. Spyker Luxury or sports types shall include, but are not limited to, the following: Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand tourers, and signature / specialty editions.

Luxury or sports Components shall include, but are not limited to, the following: Leather upholstery (seats), sunroofs and moon roofs.

No Contractor or Dealer advertising or identification (name, logos, etc.) is permitted on the Representative Model, State of Florida Base Vehicle, OEM Options, Aftermarket Options, Non-Contract Options, or Components. Commodity Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department in its sole discretion will determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing all unacceptable advertising or identification.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and Contract termination.

4.14 Options, Features, and Components

All Commodities shall include all Features and Components indicated as standard equipment by the Manufacturer unless specifically deleted herein. No Features or Components indicated as standard equipment by the Manufacturer shall be removed unless specifically required herein. Any Options, Features, and Components necessary to meet the requirements of the Specifications and order shall be included and installed.

All OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components of the Representative Model and State of Florida Base Vehicle, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

1. If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or
2. If the Option, Feature, or Component is not available from the Motor Vehicle Manufacturer, the Option, Feature, or Component may be assembled by its respective Manufacturer and installed by the Contractor, and
3. Any Port or Dealer installed Options, Features, and Components will be installed according to the respective Manufacturers' requirements and specifications.

All Representative Models, State of Florida Base Vehicles, OEM Options, Aftermarket Options, and Non-Contract Options must be manufactured by a recognized Manufacturer of the Commodity provided. Where a Representative Model is specified for an Option, Feature, or Component, only the specified Representative Model may only be offered and provided. If a Representative Model is not specified for an Option, Feature, or Component, the Representative Model is implied to be that of the Motor

Vehicle Manufacturer if available. All Options, Features, and Components, either Manufacturer, Port, or Dealer installed, must meet the requirements, specifications, terms, and conditions herein, and are subject to prior Department approval.

In the event any Option, Feature, or Component of the Representative Model, State of Florida Base Vehicle, OEM Option, Aftermarket Option, or Non-Contract Option is found to be missing from an ordered Commodity, or is found to be incorrect or a non-approved Option, Feature, or Component, the Contractor shall, at the Customer's discretion, be required to do one of the following:

1. Replace the complete Commodity with a Commodity that meets the requirements, specifications, terms, and conditions herein;
2. Install or replace the missing or incorrect Option, Feature, or Component of the Representative Model, State of Florida Base Vehicle, OEM Option, Aftermarket Option, or Non-Contract Option; or
3. Refund the MSRP of the missing or incorrect Option, Feature, or Component of the Representative Model, State of Florida Base Vehicle, OEM Option, Aftermarket Option, or Non-Contract Option to the Customer.

It is the Contractor's responsibility to insure that the Representative Model or State of Florida Base Vehicle ordered by the Customer is fully compatible with all ordered OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components and that the Commodity will comply with all applicable Manufacturer, industry, and regulatory standards. The Contractor's acceptance of the Customer's Purchase Order shall indicate that the Contractor agrees to deliver a Commodity that will be fully compatible with all of its OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components. Any changes after the Delivery of a Commodity that are required to bring the Commodity into compliance with its various OEM Options, Aftermarket Options, Non-Contract Options, Features, and Components due to an incorrect order or assembly and installation by the Manufacturer, Port, Dealer, or Contractor will be accomplished at the Contractor's sole expense.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and / or Contract termination.

4.15 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all United States of America and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards, Occupational Safety and Health Administration, Environmental Protection Agency Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. In addition, any applicable federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding the Commodities and contractual services shall immediately become a part of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Manager immediately.

Delivery of non-conforming Commodities and contractual services shall be cause for default proceedings and / or Contract termination.

4.16 Acceptable Publications

The Department, in its sole discretion, reserves the right to consider information and documentation that is in the possession of the Department or readily accessible by the Department, in reviewing a Response, making an award, or managing the Contract, if awarded. However, during the solicitation and any resulting Contract the Department may request and the Bidder shall provide within three (3) business days of any request, acceptable and supporting information or documentation.

Acceptable and Supporting information or documentation includes, but is not limited to:

- Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent),
- MSRP Lists (per Section 3.1, Definitions, 24),
- Manufacturer's Standard Warranties,
- Chrome Systems, Inc.'s PC Carbook applications, PC Carbook Plus and Carbook Fleet Edition, and
- Manufacturer's official fleet or retail websites.

The MSRPs and MSRP Lists may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the solicitation and resulting contract.

Failure to provide any supporting information or documentation as requested will result in the disqualification of the Response or Contract, if awarded.