

RESOLUTION No. 10 – 155

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE COMPETITIVE BIDDING PROCESS AND ADOPTING THE TERMS OF THE EXISTING AGREEMENT BETWEEN THE STATE OF FLORIDA AND GUS MACHADO FORD FOR THE PROVISION OF TWO (2) 2011 FORD ESCAPE HYBRID VEHICLES FOR THE CODE COMPLIANCE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH GUS MACHADO FORD IN AN AMOUNT NOT TO EXCEED \$28,021.00 PER VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Code Compliance Department of the City of Doral ("City") has budgeted for the purchase of two (2) 2011 Ford Escape hybrid vehicles; and

WHEREAS, the vehicles would be used to replace some of the oldest vehicles in the fleet, namely the 2005 Chevy Cavaliers with over 30,000 miles; and

WHEREAS, the Code Compliance Department would like to be consistent with the City's efforts on green initiatives in purchasing vehicles that average at least 30 miles per gallon; and

WHEREAS, the State of Florida has a contract with Gus Machado Ford which was competitively bid (Exhibit "A"); and

WHEREAS, Staff respectfully requests that the City Council waive the competitive bidding process and adopt the terms of the existing agreement between the State of Florida and Gus Machado Ford for the purchase of two (2) 2011 Ford Escape hybrid vehicles for the Code Compliance Department; and

WHEREAS, Staff further requests that the City Council authorize the City Manager to negotiate and enter into an agreement with Gus Machado Ford in an amount not to exceed \$28,021.00 per vehicle for the two (2) aforementioned vehicles.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby waives the competitive bidding process and adopts the terms of the existing agreement between the State of Florida and Gus Machado Ford (Exhibit "A") for the purchase of two (2) 2011 Ford Escape hybrid vehicles for the Code Compliance Department.

Section 2. The City Council authorizes the City Manager to negotiate and enter into an agreement with Gus Machado Ford in an amount not to exceed \$28,021.00 per vehicle for the two (2) aforementioned vehicles.

Section 3. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman DiPietro who moved its adoption. The motion was seconded by Councilman Boria and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Councilman Pete Cabrera	Yes
Councilman Luigi Boria	Yes
Councilman Michael DiPietro	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 10th day of November, 2010.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY


EXHIBIT “A”




Memorandum

Date: October 27, 2010

To: Honorable Mayor and Council Members

Via: Yvonne Soler-McKinley
City Manager 

From: Albert P. Childress
Director 
Code Compliance Department

Subject: Purchase of Two (2) Ford Escape Hybrids

The Code Compliance Department in the fiscal year 2010-11 budget had identified funds for the purchase of two (2) new Ford Escape Hybrids. The Mayor and the City Council approved the budget request. The agreed price for each vehicle is \$28,012.00. The delivery time for each vehicle is the second week in December.

The Code Compliance Department had decided on the purchase of the Ford Escape Hybrid in keeping consistent with the City's effort on green initiative. The Department has been utilizing a Ford Escape Hybrid that had been previously been acquired. During the past year the Ford Escape Hybrid has obtained the best gas mileage in the fleet (30 miles per gallon). Other vehicles in the fleet have averaged 20 mile per gallon.

The purchase of the new vehicles will be used to replace two (2) of the oldest vehicles in the fleet. The replacement vehicles are 2005 Chevrolet Cavaliers with a Blue Book Value of \$2,000. One of the proposed replacement vehicles had repair expenses of over \$1,200 for the year and each vehicle has over 30,000 miles.

The vehicles are being purchased pursuant to Section 2-322 of the City Code from Gus Machado Ford under the terms of the State Contract that was competitively bid.

Attachments:
Quote from Gus Machado
State Contract

GusMachado



Sent Via E-MAIL
Albert.Childress@cityofdoral.com

July 27, 2010

Mr. Albert P. Childress, M.B.A.
Director Code Compliance Department
City of Doral
8300 NW 53rd Street
Suite 100
Doral, FL 33166

Dear Director Childress:

Thank you for the quote you requested from Gus Machado Ford regarding a 2011 Ford Escape Hybrid.

Your business is extremely important to us. Our goal is to provide our clients with the highest quality of service and the best consumer's price in the market. **Your delivery quote of a 2011 Ford Escape Hybrid is \$ 28,021.00.**

We appreciate the trust and confidence you have placed on us. Gus Machado Ford thanks you for the opportunity to be of service to City of Doral.

If you have any additional questions regarding this matter or any other matter of mutual concern, please do not hesitate to call us at (305) 820-2525 at your earliest convenience.

Sincerely,

Ana C Arisso
Fleet Manager

Enclosures



1200 West 49th Street
Hialeah, Florida 33012
305-822-3211

E-mail: admmachado@gusmachadoford.com
"Have you Driven a Ford lately?"

CNGP530

VEHICLE ORDER CONFIRMATION

07/26/10 16:22:55

==>

Dealer: F24070

2011 ESCAPE

Page: 1 of 1

Order No: 0000 Priority: J1 Ord FIN: KJ087 Order Type: 5B Price Level: 115

Ord Code: 500A Cust/Flt Name: CITY OF DORA PO Number:

RETAIL

RETAIL

U4K 4DR FWD HYBRID \$29865

TOTAL BASE AND OPTIONS\$30590

.103" WHEELBASE

TOTAL

~~30590~~

YZ OXFORD WHITE

THIS IS NOT AN INVOICE

W PREM CLTH BKT

S STONE

500A RAPID SPEC

993 .2.5L I4 ENGINE NC

44H .ECVT AUTO TRANS NC

T53 .P235/70R16 A/S NC

425 50 STATE EMISS NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 725

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04931

2011 FORD ESCAPE - HYBRID



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

February 25, 2010

MEMORANDUM NO.: (071-000-10-1)-2

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No.: 071-000-10-1
Title: Motor Vehicles

The following changes have been made to the subject contract:

Duval Motor Co. dba Duval Ford has requested and the Department has approved the removal of Duval Motor Co. dba Duval Ford's awards for the following:

- Commodity Code No. 071-112, Line No. 3
- Commodity Code No. 071-112, Line No. 4
- Commodity Code No. 071-131, Line No. 3
- Commodity Code No. 071-132, Line No. 2
- Commodity Code No. 071-310, Line No. 20
- Commodity Code No. 071-512, Line No. 69
- Commodity Code No. 071-512, Line No. 72

Please Note: All orders issued for the above awards and received by Duval Motor Co. dba Duval Ford through close of business on Wednesday, February 24, 2010 shall be honored in accordance with the Contract prices, discounts, requirements, specifications, terms, and conditions.

Effective Thursday, February 25, 2010, per Section 5.13, Commodity Additions and Deletions, Hub City Ford, Inc. has been awarded, as the willing next low scoring respondent, the following:

- Commodity Code No. 071-112, Line No. 3
- Commodity Code No. 071-112, Line No. 4
- Commodity Code No. 071-131, Line No. 3
- Commodity Code No. 071-310, Line No. 20
- Commodity Code No. 071-512, Line No. 69
- Commodity Code No. 071-512, Line No. 72

Please see Section 7.1, Price Sheet & Ordering Instructions, for details.

Additionally, effective Thursday, February 25, 2010, per Section 5.13, Commodity Additions and Deletions, Bartow Ford Company has been awarded, as the willing next low scoring respondent, the following:

- Commodity Code No. 071-132, Line No. 2

Please see Section 7.1, Price Sheet & Ordering Instructions, for details.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Manager.

DSP/cw

We serve those who serve Florida.



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
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Governor Charlie Crist

Secretary Linda H. South

February 08, 2010

MEMORANDUM NO.: (071-000-10-1)-1

TO: User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No.: 071-000-10-1
Title: Motor Vehicles

The Department of Management Services, Division of State Purchasing has received a notification from Commercial Vehicle Sales of South Florida, Inc. dba Tampa Truck Center (FEIN 59-1829444) that they have been sold and reorganized under the name Tampa Truck Center LLC (FEIN 27-0850894). Additionally, Commercial Vehicle Sales of South Florida, Inc. dba Tampa Truck Center has requested and the Department of Management Services, Division of State Purchasing has agreed to assign all contract awards of Commercial Vehicle Sales of South Florida, Inc. dba Tampa Truck Center (FEIN 59-1829444) to Tampa Truck Center LLC (FEIN 27-0850894).

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

DSP/cw



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
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Governor Charlie Crist

Secretary Linda H. South

CERTIFICATION OF CONTRACT

TITLE: Motor Vehicles

CONTRACT NO.: 071-000-10-1

ITB NO.: 09-071-000-S

EFFECTIVE: October 29, 2009 through October 31, 2010

CONTRACTOR(S) (REV 08 FEB 2010):

Alan Jay Chevrolet Cadillac, Inc. (A)
Alan Jay Import Center, Inc. dba Alan Jay Toyota (A)
American SportWorks LLC (A)
Bartow Ford Company (A)
Beck Auto Sales Inc. (A)
Beck Nissan Inc (A)
Cindy Chevrolet, Inc. (M)
Tampa Truck Center LLC (A)
Bruce Rossmeyer's Daytona Harley-Davidson (A)
Don Reid Ford, Inc (A)
Duval Motor Co. dba Duval Ford (A)
Garber Chevrolet Buick Pontiac GMC Truck, Inc. (A)
Garber Chrysler Dodge Jeep Inc. (A)
Garber Ford Mercury, Inc. (A)
Gus Machado Ford, Inc. (O)
Holler Imports of Winter Park dba Holler Honda (A)
Hollywood Chrysler Plymouth dba Hollywood Chrysler-Jeep (A)
Hub City Ford, Inc. (H)
Jerry Hamm Chevrolet Inc. (A)
Maroone Chevrolet LLC (A)
Maroone Dodge of Pembroke Pines (A)
Maroone Honda Miami (A)
Stingray Chevrolet (A)
Tropical Ford (N)

-
- 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 Motor Vehicles 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 prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.

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

All Contract purchase orders shall show the State Purchasing Contract number, Commodity Code number, Line number, description of item, quantity, 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 Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information.

Authorized Signature (date)

DSP/cw

Attachments

CONTRACT MANAGER

NAME: CHRISTOPHER WALKER

TELEPHONE: 850-488-7540

E-MAIL: christopher.walker@dms.myflorida.com

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- 5.0 SPECIAL CONDITIONS**
- 6.0 TECHNICAL SPECIFICATIONS**
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SECTION 1.0
INTRODUCTION

CONTENTS:

- 1.1 PURPOSE AND SCOPE**
- 1.2 TIMELINE**

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1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors, including Motor Vehicle Manufacturers and Dealers, to submit Responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a State Term Contract for the acquisition of Motor Vehicles with potential options for renewals as allowed by Chapter 287, Florida Statutes.

The intent of the solicitation is to obtain the most cost effective Motor Vehicles for the State of Florida while maximizing the quality and level of service. Qualified Vendors must have the capability to provide Motor Vehicles in all respects in accordance with the solicitation documents and to the satisfaction of the Department.

The State Term Contract period, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end October 31, 2010, with potential options to renew per Chapter 287, Florida Statutes.

1.2 Timeline

Event	Event Date
Issue Solicitation within MyFloridaMarketPlace Sourcing Tool (Provide Notice within Vendor Bid System).	September 09, 2009
Requests for Approved Equivalents Due via Mail (No later than 4:00 pm ET). Note: See Section 3.8, Representative Models and Approved Equivalents	September 16, 2009
Questions from Respondents Due via Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 4:00 pm ET).	September 16, 2009
Post Answers to Vendor Requests for Approved Equivalents and Questions within MyFloridaMarketPlace Sourcing Tool and Vendor Bid System.	September 22, 2009
Solicitation Responses Due within MyFloridaMarketPlace Sourcing Tool (Some Documents Required via Mail) (No later than 4:00 pm ET).	October 09, 2009
Post Notice of Intended Award within Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award).	October 20, 2009
Contract Award.	Per Section 2.17, Contract Formation

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

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SECTION 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

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- 2.2 GENERAL INSTRUCTIONS.**
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- 2.6 CONFLICT OF INTEREST.**
- 2.7 CONVICTED VENDORS.**
- 2.8 DISCRIMINATORY VENDORS.**
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- 2.11 PERFORMANCE QUALIFICATIONS.**
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- 2.16 MINOR IRREGULARITIES/RIGHT TO REJECT.**
- 2.17 CONTRACT FORMATION.**
- 2.18 CONTRACT OVERLAP.**
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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or

- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation 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. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

2.21 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.

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SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

- 3.1 CONTACT PERSON**
- 3.2 TERMS AND CONDITIONS**
- 3.3 DEFINITIONS**
- 3.4 WHO MAY RESPOND**
- 3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW**
- 3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS**
- 3.7 ESTIMATED QUANTITIES**
- 3.8 REPRESENTATIVE MODELS AND APPROVED EQUIVALENTS**
- 3.9 SUBMITTAL OF RESPONSE**
- 3.10 EVALUATION CRITERIA**
- 3.11 BASIS FOR AWARD**
- 3.12 STATE OBJECTIVES**
- 3.13 LOBBYING**

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3.1 Contact Person

Refer ALL Inquiries to:

Christopher Walker, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850)488-7540 (voice)
(850)414-6122 (facsimile)
christopher.walker@dms.myflorida.com

Please Note: All solicitation related Questions must be submitted through the MyFloridaMarketPlace Sourcing Tool Q&A Board per Section 2.5; MyFloridaMarketPlace System questions may be answered in the solicitation document, Section 3.5. Any additional technical questions related to the MyFloridaMarketPlace system can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

3.2 Terms and Conditions

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

All Responses are subject to the requirements, specifications, terms, and conditions of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Section 1.0, Introduction
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 3.0, Special Instructions to Respondents
- Section 4.0, General Contract Conditions [PUR 1000 (10/06)]
- Section 2.0, General Instructions to Respondents [PUR 1001 (10/06)]
- Section 7.0, Price Sheet & Ordering Instructions and Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall result in the disqualification of the Respondent's Response for any offers associated with the additional terms or conditions. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

This Section, 3.2, supersedes and replaces Section 2.4, Terms and Conditions.

3.3 Definitions

The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

- (a) "State" means the State of Florida.
- (b) "Department" means the Florida Department of Management Services.

- (c) "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.
- (d) "Eligible User" is defined in 60A-1.005, F.A.C. The following entities are eligible users:
 - 1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
 - 2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Section 287.056, Florida Statutes, governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

- (e) "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.
- (f) "Contractor(s)" means the Respondent 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.
- (g) "OEM" or "Manufacturer(s)" means the Original Equipment Manufacturer or original producer of a Commodity and / or service.
- (h) "Dealer(s)" means a Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and / or service specific Commodities and / or services.
- (i) "Commodity(ies)" means a tangible good, which may or may not meet the specifications herein.
- (j) "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.
- (k) "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.
- (l) "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.
- (m) "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.

- (n) "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.
- (o) "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.
- (p) "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.
- (q) "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.
- (r) "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.

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

In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

1. Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or Department approved equivalent),
2. Chrome Systems, Inc.'s PC Carbook applications PC Carbook Plus and Carbook Fleet Edition, and
3. 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, if awarded.

3.4 Who May Respond

The Department will accept Responses from responsive and responsible Motor Vehicle Manufacturers or Dealers, who are in good standing with the State of Florida, satisfying the requirements, specifications, terms, and conditions of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a statewide Contract in the State of Florida.

By submitting a Response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information or documentation. **Failure to supply supporting information or documentation as required and requested will result in disqualification of the Response.**

3.5 MyFloridaMarketPlace Solicitation Overview

The Department uses the MyFloridaMarketPlace System ("MFMP") to receive Responses to solicitations electronically.

3.5.1 MyFloridaMarketPlace Vendor Registration Application

Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: <https://vendor.myfloridamarketplace.com/>. If you have not registered, please be advised that a minimum of forty-eight (48) hours will be required for access to the Sourcing Tool. Completion of this registration is mandatory for those Vendors who wish to submit a Response.

3.5.2 MyFloridaMarketPlace Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: <https://sourcing.myfloridamarketplace.com/>. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Download and review the document titled "ITB Event User Guide."

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

- a. Solicitation User Guides
- b. On Demand web-based Sourcing training link
- c. WinZip FAQs
- d. Vendor FAQs

3.5.3 MyFloridaMarketPlace Sourcing Tool Tips

When working in the MyFloridaMarketPlace Sourcing Tool, be aware of the twenty (20) minute time-out function in the Tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the MyFloridaMarketPlace Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State.** In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the MyFloridaMarketPlace Sourcing Tool to verify that the Response is accurately and completely captured within the MyFloridaMarketPlace Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the MyFloridaMarketPlace Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.

- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
 - Text boxes – Is your entire answer viewable?
 - Yes/No questions – Is the displayed answer correct?
 - All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your intended Response within the MyFloridaMarketPlace Sourcing Tool (e.g., not an earlier version, incomplete copy, or working copy)?
 - Pricing and Other Information – Are all prices and other information you intended to submit visible and accurately captured within the MyFloridaMarketPlace Sourcing Tool?
 - Required Items - Are all items listed in the solicitation completed as required within the MyFloridaMarketPlace Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

3.5.4 MyFloridaMarketPlace and Vendor Bid System Email Notification

Vendors are reminded that the sourcing tools' Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, Addendum, Amendment, or close of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning solicitations.**

3.6 Amendments or Addendums to the Solicitation Documents

The Department reserves the right to issue Amendments or Addendums to the solicitation. Notice of any Amendment or Addendum will be posted within MyFloridaMarketPlace Sourcing Tool and / or the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and reviewing the formal notices and / or changes to the solicitation. Each Vendor is responsible for monitoring the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System websites for new or changing information concerning the solicitation.

3.7 Estimated Quantities

To assist Respondents in the solicitation process, average estimated annual historical spend information is provided. Spend information is based on FY 04/05 through FY 08/09 data. This figure shall not be construed as a commitment.

- **Estimated Annual Spend: \$33 Million (\$33M USD)**

The above figure reflects estimated annual spend generated by Eligible Users of past contracts for similar Commodities and / or contractual services and is not a commitment.

Additional estimations of usage, quantity, volume, weight, spend, and / or other estimates may be provided by the Department in the solicitation documents. The figures provided are to assist Respondents in the solicitation process and / or to assist the Department in evaluating, measuring, and / or scoring Responses to the solicitation and shall not be construed as commitments.

3.8 Representative Models and Approved Equivalents

Unless otherwise specified, any Representative Models listed in the solicitation documents are descriptive, not restrictive. However, Vendors must request and receive a determination by the Department of an Approved Equivalency for any Commodity or contractual service not specifically listed. The term, Approved Equivalent, indicates 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.

To request an Approved Equivalent determination by the Department, the Vendor will submit in writing (via mail) to the Contact Person, Section 3.1, a request for approval as an Approved Equivalent by the Requests for Approved Equivalents Due Date and Time from the Timeline, Section 1.2. The Request for Approved Equivalent must contain the following:

1. the applicable Commodity Code with full description;
2. a brief description of the requested Commodity or contractual service;
3. supporting documentation, which demonstrates the comparability of the requested Commodity or contractual service to the applicable Representative Model(s) listed, including:
 - a. all applicable Manufacturer's literature, documentation, specifications, test data, etc.; and
 - b. any additional documentation demonstrating to the Department the comparability of the requested Commodity or contractual service.
 - c. Note:
 - i. All supporting documentation shall be individually labeled with the applicable Section or Commodity Code.
 - ii. The Department, at its sole discretion, reserves the right to consider Manufacturer's literature or information that is in the possession of the Department or readily accessible by the Department, if the literature or information supersedes the Manufacturer's literature or information submitted by the Vendor.
4. acceptable documentation that the requesting Vendor is an authorized Motor Vehicle Dealer and capable of providing a Commodity or contractual service to meet or exceed the complete specification, and not just supply an Aftermarket Option as a potential sub-contractor;
5. the outer packaging of the request shall clearly state: Solicitation Number; Title, Request for Approved Equivalent (ITB No. 09-071-000-S; Motor Vehicles: Request for Approved Equivalent), and the Requests for Approved Equivalents Due Date and Time from the Timeline in Section 1.2 of the solicitation; and
6. multiple requests may be contained in one package, but each request must be documented and labeled clearly.

Failure to provide all required information with the Request for Approved Equivalent by the date and time specified on the Timeline will result in rejection of the request.

As time is of the essence, should the Department receive Requests for Approved Equivalents that are either significant in number or in complexity, the Department in its sole discretion may prioritize the requests for evaluation purposes. The Department will make every reasonable effort to review Requests for Approved Equivalents, but not all requests may be evaluated. Requests for Approved Equivalents that are not evaluated by the Department will not be approved.

The Department shall determine in its sole discretion whether a request for an Approved Equivalent is compliant and complete, and whether the Commodity or contractual service requested is acceptable as an Approved Equivalent. Any determinations by the Department will be provided in the Post

Responses to Vendor Requests for Approved Equivalents and Questions reply, as provided in the Timeline, Section 1.2. Approved Equivalent determinations will not be given by any other method. If the Department approves a requested Commodity or contractual service as an Approved Equivalent, the Department will amend the solicitation documents to list the approved Commodity or contractual service in the location(s) where the Department determines is the best fit.

The Respondent may offer only Commodities or contractual services that meet or exceed the solicitation's requirements, specifications, terms, and conditions, and which are listed as Representative Models. Should a Respondent submit a Response containing a Commodity or contractual service that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, or is not listed as a Representative Model in the applicable solicitation documents, the offer for the individual non-compliant or non-listed Commodity or contractual service will be disqualified as non-responsive.

This Section, 3.8, supersedes and replaces Section 2.10, Manufacturer's Name and Approved Equivalents.

3.9 Submittal of Response

3.9.1 Submittal of Offer

Respondents will submit their offers via the MyFloridaMarketPlace Sourcing Tool (<https://sourcing.myfloridamarketplace.com/>). The Response shall include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MyFloridaMarketPlace Sourcing Tool for the solicitation. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses will be entered electronically in the MyFloridaMarketPlace Sourcing Tool during this solicitation as indicated. If no indication for submission is provided for required or requested documents or files, or if instructions to mail a specific document, form, or file are provided, then those specific documents, forms, or files only shall be mailed to the attention of the Contact Person in Section 3.1 of the solicitation.

The outer packaging of mailed documents shall clearly state: Solicitation Title, Number (ITB No. 09-071-000-S; Motor Vehicles), and the Solicitation Responses Due Date and Time from the Timeline in Section 1.2 of the solicitation. **Failure to provide all required information within the solicitation Response will result in rejection of the Response.**

In the event the Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses (other than document, file, or form submissions indicated by the solicitation to be mailed) not submitted within the MyFloridaMarketPlace Sourcing Tool shall be rejected. The System will require Respondents to review the Solicitation Preparation Checklist (Section 7.2) and confirm that they have completed all required activities before receiving the offer. The Solicitation Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Solicitation Preparation Checklist does not have to be provided with the Response.

Each Respondent is responsible for ensuring that their offer is accurately and completely submitted before the Solicitation Responses Due Date and Time noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System will NOT accept offers after the Solicitation Responses Due Date and Time specified in the Timeline. **The Response must be accurate, complete, and submitted in the MyFloridaMarketplace Sourcing Tool, or as otherwise provided in the solicitation documents, by the date and time specified on the Timeline or the Response shall be deemed non-responsive.**

3.9.2 Price Sheet & Ordering Instructions Responses

Price Sheet & Ordering Instructions Responses will be submitted in the locations and formats provided in the Price Sheet & Ordering Instructions, Section 7.1, as described or referenced within this Section, 3.9.2.

The Price Sheet & Ordering Instructions, Section 7.1, is contained within a separate Microsoft Excel™ workbook. There are two (2) individual spreadsheet tabs within the Price Sheet & Ordering Instructions: one (1) Price Sheet tab (per this Section 3.9.2) and one (1) Ordering Instructions Form tab (per Sections 3.9.8, Ordering Instructions, and 5.6, Ordering Instructions Information). The Price Sheet tab contains twenty-three (23) Commodity Code Groups each with individual lines (rows) for each related Representative Model (listed in alphabetical order by brand name, and then by vehicle size / variation / configuration) and its associated fields and links: Line No., Organization Name field, Alternate Fuel Capability, State of Florida Base Vehicle Price (\$##,###) field, OEM Options Discount (##.##%) field, Estimated Leadtime in Days (###) field, Manufacturer's Last Order Date (###/###/####), Score (as automatically calculated per Section 3.11, Basis for Award), up to eleven (11) Aftermarket Options: [Various Descriptions] Price (\$##,###) fields, linked Commodity Code Group Specification, and linked Aftermarket Options Specification(s). Information regarding the Ordering Instructions and their submission can be found in Sections 3.9.8, Ordering Instructions, and 5.6, Ordering Instructions Information.

Respondents are encouraged to respond for as many of the provided Representative Models (with their associated fields) as they may choose to offer, but for each Representative Model offered, all related information must be supplied and submitted in the appropriate areas, provided locations, and formats required on the Price Sheet & Ordering Instructions, Section 7.1. The Respondent must complete the following fields for each Representative Model offered in the Section 7.1, Price Sheet & Ordering Instructions, Price Sheet tab:

- Organization Name;
- State of Florida Base Vehicle Price (\$##,###);
- OEM Options Discount (##.##%);
- Estimated Leadtime in Days (###); and
- Aftermarket Option: [Various Description] Price (\$##,###).

The light-yellow colored fields (cells) on the Price Sheet & Ordering Instructions, Section 7.1, are the places where the Respondent may offer specific Representative Models (with their associated fields) and is required to supply accurate, compliant, and complete information per the requirements, specifications, terms, and conditions herein. These light-yellow colored fields (cells) on the Price Sheet & Ordering Instructions may contain bracketed notes providing instructions and requirements to assist the Respondent in providing the required information in the required format. Where provided, the Respondent shall follow the instructions and formats noted in any bracketed instructions. The dark-yellow colored spaces (cells) on the Section 7.1, Price Sheet & Ordering Instructions, are the places where the Respondent's individual Representative Model offer Score is automatically calculated per Section 3.11, Basis for Award.

Should a Respondent not offer a specific Representative Model, they shall leave the associated line (row) and fields untouched or blank (do not delete the line (row)). Where a State of Florida Base Vehicle Price is offered, the Respondent must also offer the associated OEM Options Discount and any associated and required Aftermarket Option Price (per Section 3.11, Basis for Award). The Respondent is encouraged to offer as many of the associated and non-required Aftermarket Options as possible. **Offers for State of Florida Base Vehicles without an offer for the associated OEM Options Discount and any associated and required Aftermarket Option will be rejected as non-responsive. Offers for OEM Options and / or Aftermarket Options without an offer for the associated State of Florida Base Vehicle will be rejected as non-responsive.**

All Prices (Credits) will be in U.S. Dollars, whole (\$USD; e.g., \$99,999 or -\$99,999); all Discounts shall be a positive Percentage to the one-hundredth decimal place (%; e.g., 99.99%); all Dates will

be in full standard numerical format (e.g., ####/####); and all Numbers shall be a positive in standard numerical format (e.g., #,###).

The Respondent may offer only the minimal Commodities and contractual services available that meet or exceed the solicitation's requirements, specifications, terms, and conditions, and which are listed as Representative Models in the Price Sheet & Ordering Instructions (Section 7.1). Should a Respondent submit a Response containing a Commodity or contractual service that does not meet or exceed the solicitation's requirements, specifications, terms, and conditions, and is not listed as a Representative Model in the applicable solicitation documents, that offer will be disqualified as non-responsive. The Department, in its sole discretion, shall determine the acceptability of a Commodity or contractual service offered.

The Price Sheet & Ordering Instructions, Section 7.1, will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to properly submit or provide a compliant Section 7.1, Price Sheet & Ordering Instructions, with the Response shall result in the Respondent being deemed non-responsive.**

3.9.3 Alternate Responses

Respondent may not submit more than one offer for each listed Representative Model (Base Vehicle Price, OEM Options Discount, and associated Aftermarket Option Prices). Within the offer for a Representative Model, the Respondent shall submit pricing and discounts on a statewide basis, as provided in the Price Sheet & Ordering Instructions, Section 7.1. The Department seeks each Respondent's single-best Response by Representative Model.

3.9.4 Full-Service Repair Facilities

Respondent must offer Commodities and contractual services having a minimum of one (1) Full-Service Repair Facility in the State from which the Commodities offered may be installed, serviced, and repaired under Warranty and the terms of the Contract, if awarded. Respondent shall submit with their Response an answer in the MyFloridaMarketPlace Solicitation Tool attesting to this requirement. **A positive, "yes," answer is one requirement of a responsive Response.**

The Respondent may be required by the Department to submit additional information deemed important by the Department regarding the Full-Service Repair Facilities during the solicitation period and Contract, during both the original and any renewal term of the Contract, if awarded. Additionally, the Department may require written verification from each Full-Service Repair Facility indicating their willingness to honor all applicable Contract requirements, specifications, terms, and conditions for the duration of the Contract, during both the original and any renewal term of the Contract, if awarded.

3.9.5 Supporting Documents

By submitting a Response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. 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, if awarded, the Department may request, and the Respondent shall provide within three (3) business days of any request, supporting information or documentation. 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 3.3(r)), and Manufacturer's Standard Warranties. **Failure to provide any supporting information or**

documentation as requested will result in the disqualification of the Response and / or Contract, if awarded.

3.9.6 Manufacturer's Certification

Respondent shall submit one (1) completed Manufacturer's Certification form (Section 7.3) for each Manufacturer they represent and offer Commodities for as part of their Response. The Manufacturer's Certification form must certify that the Respondent is the Manufacturer or a Dealer of the Manufacturer. Third-party relationships (e.g., Manufacturer's Certification of a Vendor who in turn is represented by a separate Respondent) will not be accepted. Respondent (Manufacturer or Dealer) must submit the Manufacturer's Certification form(s) as part of their respective Response. The Manufacturer's Certification form shall be executed by the Manufacturer only and may not be completed by the Dealer. Dealer agreements will not be accepted in lieu of a Manufacturer's Certification form. The Manufacturer's Certification form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide a complete and compliant Manufacturer's Certification form with the Response will result in the Respondent being deemed non-responsive.**

3.9.7 Savings / Price Reductions

Respondent shall submit one (1) accurately completed Savings / Price Reductions form (Section 7.4) with their Response containing the required aggregate Representative Model, OEM Option, and Aftermarket Option savings information for each Commodity Code Group offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form will not be used to determine award, only to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be mailed to the Department per Section 3.9.1 of the solicitation. **Failure to provide the Savings / Price Reductions form with the Response may result in the Respondent being deemed non-responsive.**

3.9.8 Ordering Instructions

Respondent shall submit one (1) completed Ordering Instructions Form (contained within Section 7.1, Price Sheet & Ordering Instructions) with their Response identifying persons responsible for answering questions about the Response and administering the Contract, if awarded, and shall provide information necessary for placing orders under the Contract, if awarded. The Ordering Instructions Form will be submitted with Section 7.1, Price Sheet & Ordering Instructions, to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. **Failure to provide the Ordering Instructions Form with the Response will result in the Respondent being deemed non-responsive.**

3.10 Evaluation Criteria

The Department shall evaluate eligible responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsive. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

3.11 Basis for Award

The Department shall make a single award statewide to the lowest Scored responsive and responsible Respondent by Representative Model (with associated State of Florida Base Vehicle, OEM Options, and up to eleven (11) related Aftermarket Options). If more than one (1) Respondent offers the same

Representative Model (with associated fields), only the lowest responsive and responsible Respondent's Score will be considered for award for that Representative Model (with associated fields).

The Score for each individual Representative Model (with associated fields) offered is automatically calculated in Section 7.1, Price Sheet & Ordering Instructions, as follows:

- Individual Representative Models within Commodity Code Group Nos. 071-111, 071-131, and 071-132 shall be calculated as follows:
 - Formula: $B + ((B \times 0.15) \times (1 - O)) + A_R = \text{Score}$
 - Where:
 - **B** = State of Florida Base Vehicle Price offered. Note: All Prices (Credits) must be in U.S. Dollars, whole (\$USD; e.g., \$99,999 or -\$99,999).
 - **O** = OEM Options Discount offered. Note: All Discounts must be a positive Percentage to the one-hundredth decimal place (%; e.g., 99.99%).
 - **A_R** = Required Aftermarket Option Price offered. Note: All Prices (Credits) must be in U.S. Dollars, whole (\$USD; e.g., \$99,999 or -\$99,999). Additional Note: The Required Aftermarket Option is contained in the first column to the right of the Score column in the Section 7.1, Price Sheet & Ordering Instructions.
- Individual Representative Models within Commodity Code Group No. 071-112 shall be calculated as follows:
 - Formula: $B + ((B \times 0.15) \times (1 - O)) = \text{Score}$
 - Where:
 - **B** = State of Florida Base Vehicle Price offered. Note: All Prices (Credits) must be in U.S. Dollars, whole (\$USD; e.g., \$99,999 or -\$99,999).
 - **O** = OEM Options Discount offered. Note: All Discounts must be a positive Percentage to the one-hundredth decimal place (%; e.g., 99.99%).
- Individual Representative Models within Commodity Code Group Nos. 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, 071-551, 071-552, 071-561, 071-562, and 071-800 shall be calculated as follows:
 - Formula: $B + ((B \times 0.05) \times (1 - O)) = \text{Score}$
 - Where:
 - **B** = State of Florida Base Vehicle Price offered. Note: All Prices (Credits) must be in U.S. Dollars, whole (\$USD; e.g., \$99,999 or -\$99,999).
 - **O** = OEM Options Discount offered. Note: All Discounts must be a positive Percentage to the one-hundredth decimal place (%; e.g., 99.99%).
- **Note: All Scores of \$0.00, showing error codes, or that do not include the State of Florida Base Vehicle Price offer, OEM Options Discount offer, and Required Aftermarket Option Price offer, as required, will be rejected as non-responsive.**

The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

3.12 State Objectives

Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.12.1 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, 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.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and Sub-Contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE Contractors (agents or Sub-Contractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other Eligible User) level.

3.12.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.12.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, one preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free Workplace form included in Section 7.6 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.12.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for

purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.12.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.13 Lobbying

Please reference Section 2.21, Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

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SECTION 4.0
GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]

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- 4.2 PURCHASE ORDERS.
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4.1 Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it

may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling,

excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dls.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended

in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor,

or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements. 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. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. 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 or eligible to write policies in Florida.

4.36 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the

same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

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5.1 Definitions

The Definitions found and referenced in the General Contract Conditions [PUR1000 (10/06)], Section 4.1, and the Definitions found and referenced in Section 3.3, Definitions, shall apply to this Section 5.1, Definitions.

5.2 Period of Agreement

The State Term Contract shall be in effect beginning on the Contract Formation date, per Section 2.17, and end October 31, 2010. This agreement has the option to renew for three (3) additional twelve (12) month periods beginning at the end of the initial agreement period. Renewal is contingent upon satisfactory performance by the Contractor and will not be subject to pricing increases or discount decreases.

5.3 Catalog Data

The MyFloridaMarketPlace ("MFMP") third-party service provider is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor, if requested, shall provide certain information in electronic format directly to the service provider (This format is generally Microsoft Excel™).

Within ten (10) business days of written notice from the MyFloridaMarketPlace service provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor Name, Manufacturer Name, awarded Commodity Description (using complete Contract Price Sheet Description), unit of measure, and Contract Ceiling Price. Contractor shall provide this information in the format required by the MyFloridaMarketPlace service provider. No costs or expenses associated with providing this information shall be charged to the State, Department, Eligible Users, or MyFloridaMarketPlace service provider. With the Contractor's timely assistance, the MyFloridaMarketPlace service provider shall create and maintain web-based placement of the requested Contract information.

5.4 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 contained in the Price Sheet & Ordering Instructions, Section 7.1, will be the not-to-exceed Ceiling Prices during the Contract Period of Agreement, Section 5.2. The Ceiling Prices for the State of Florida Base Vehicles individually include: all profit, administrative charges / fees, environmental charges / fees, title application and registration charges / fees, plate transfer charges / fees, preparation charges / fees, handling charges / fees, freight charges / fees, shipping charges / fees, Delivery charges / fees to any point within the geographical purchasing District awarded, warranty charges / fees, and 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. Additionally, the Ceiling Prices for the OEM Options Net Prices (after the OEM Options Discount is applied to the MSRP) or OEM Options MSRP Credits, and the Aftermarket Options Prices individually include: all profit, administrative charges / fees, environmental charges / fees, preparation charges / fees, installation charges / fees, handling charges / fees, freight charges / fees, shipping charges / fees, Delivery charges / fees to any point within the geographical purchasing District awarded, warranty charges / fees, and any other charges or fees necessary to deliver the OEM Option or Aftermarket Option according to the requirements, specifications, terms, and conditions, exclusive of taxes.

The OEM Options Discount percentage listed for the 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, Section 5.2. 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 3.3(r), Definitions, “MSRP”).

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 Sheet & Ordering Instructions, Section 7.1, 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 4.4 and 4.25, and any revision requests 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 contracted Discount or terminate and remove the Contractor’s award from the Contract.

5.5 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 (###-###-##), Representative Model Description, and negotiated State of Florida Base Vehicle Price (per Section 5.4, 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 5.4, Ceiling Prices).
 - **Note: The Contractor will provide a complete separate copy of the applicable current MSRP List(s), per Section 3.3(r), 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 5.4, 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 5.9, 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).

- **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 5.12) 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.

5.6 Ordering Instructions Information

The Ordering Instructions are contained or referenced via a link from the individual Representative Model's Organization Name field in the Section 7.1, Price Sheet & Ordering Instructions. Click on the specific link for the associated Ordering Instructions.

The Ordering Instructions contained or referenced within Section 7.1, Price Sheet & Ordering Instructions, will contain current information relevant to the acquisition of the awarded Commodities under the Contract. This information shall include, but not be limited to, the Contractor's Organization Information, the Contractor's Representative Information, the Contractor's Remit-To Information, and a list of Department maintained instructions to assist Eligible Users in placing orders under the Contract.

It is the Contractor's responsibility to notify the Department of any updates to organization information, relevant personnel, and contact information contained in the Ordering Instructions. The Contractor shall notify the Department of a requested change to the Ordering Instructions in writing (email is acceptable) and received by the Contract Manager no later than five (5) 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.

5.7 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 (contained within Section 7.1, Price Sheet) and the 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 Representative Model ordered, Eligible Users are responsible for notating the following information on and with the Purchase Order based on their negotiations (per Section 5.4, Ceiling Prices) with the Contractor:
 - Eligible User's issuing contact person 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 (###-###-##), Representative Model Description, and negotiated State of Florida Base Vehicle Price (per Section 5.4, 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 5.4, Ceiling Prices);

- **Note:** State Agencies must include a copy of the applicable Quote (per Section 5.5, 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 5.4, 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 5.9, Commodities Title and Registration); and
- Any Eligible User special instructions, requirements, 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 (7) 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 (Section 5.2) and which precede the Manufacturer's Last Order Date (see Section 5.12, Manufacturer's Last Order Date and Vehicle Change, for specific requirements, terms, and conditions) for Commodities the Contractor is currently awarded (Section 7.1, Price Sheet & Ordering Instructions). 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 5.8, 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.**

This Section, 5.7, does not modify or replace Section 4.2, Purchase Orders, of the Contract.

5.8 Acknowledgement of Order

The Acknowledgement of Order form shall be used by the Contractor to notify the ordering Eligible User 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 Eligible User that a 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. At which time, the Eligible User 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 5.12, Manufacturer's Last Order Date and Vehicle Change, for specific Manufacturer's Last Order Date requirements, terms, and conditions.

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

The Contractor must mail, email, or fax the completed Acknowledgement of Order form to the ordering Eligible User's issuing office within fourteen (14) calendar days from the date the Contractor receives the Purchase Order under the Contract. If the Purchase Order is received past the Manufacturer's Last Order Date, the Contractor must respond to the ordering Eligible User as cited in Section 5.12, Manufacturer's Last Order Date and Vehicle Change. In either case, failure of the Contractor to provide the ordering Eligible User the Acknowledgement of Order form within fourteen (14) 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 year of the awarded 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 or Eligible User. **Repeated failures by the Contractor to submit completed Acknowledgement of Order forms to the ordering Eligible Users shall be cause for default proceedings and / or Contract termination.**

Upon Contract Formation, Section 2.17, the Department shall distribute, in electronic format, the Acknowledgement of Order form to be used by the Contractor.

5.9 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 Eligible User 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 Eligible User 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 Eligible User 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 5.8, Acknowledgement of Order. However, the Eligible User 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 Eligible User to do so. Upon notification, the Contractor will refund to the Eligible User all Title and Registration charges / fees included in the State of Florida Base Vehicle Price (per Section 5.4, Ceiling Prices) at Delivery.

Eligible Users may elect to transfer an existing license plate, or may choose to obtain a new license plate.

- Should an Eligible User 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 5.4, Ceiling Prices, are included in the Base Vehicle Price.

- Should an Eligible User 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 Eligible User unless there is a notation and a new license plate fee is included on the Purchase Order. All related fees, see Section 5.4, Ceiling Prices, except the new license plate cost are included in the Base Vehicle Price.
 - The Eligible User'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 contact person'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. Chapter 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.

5.10 Transportation and Delivery

In conjunction with Section 5.4, 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 fourteen (14) calendar days after receipt of the awarded Commodities from the Manufacturer(s) with two (2) 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 thirty (30) calendar days after receipt of the awarded Commodities from the Manufacturer(s).
2. Awarded Commodities requiring post-Manufacturer body installation must be delivered FOB Destination to any point within forty-five (45) 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 Eligible User's place of business or designated location, or if the Eligible User chooses, at the Contractor's place of business. Delivery does not constitute Acceptance, per Section 5.11 of the Contract. The Contractor must give the ordering Eligible User a minimum of twenty-four (24) hours notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Eligible User's local time) on the Eligible User's normal business days.

Deliveries of awarded Commodities shall be made:

- 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 Eligible User's prior approval, be driven under supervision to the Delivery location. At the Eligible User'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 Eligible User 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 Eligible User's option, Motor Vehicles with less than one-quarter (1/4) tank of fuel at Delivery may be rejected or \$3.00 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 Eligible User'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 Eligible Users, shall be cause for default proceedings and / 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, 5.10, supersedes and replaces Section 4.11, Transportation and Delivery, of the Contract.

5.11 Acceptance

The Eligible User, within three (3) business days of Delivery, will thoroughly inspect the Commodity(ies) received for acceptability. The Eligible User shall compare the physical Commodity(ies) delivered; Contract Prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / 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 Eligible User 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 Eligible User 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 anytime after the Commodity(ies) is delivered.

The Parties to the order agree that inspection and Acceptance will be the Eligible User's responsibility and occur at the location of the Eligible User. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until Accepted by the Eligible User. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Eligible User 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 fifteen (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 5.10 of the Contract, does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Eligible User 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, Eligible User approved, corrective action(s).

Should the Commodity(ies) require service or adjustments as part of the Eligible User 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 Eligible User to remedy the defect(s). The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Eligible User. 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 5.10, required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The ordering Eligible User shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Eligible User will develop a corrective action plan related to the Contract deviation, which may include the Eligible User's permanent refusal to Accept the Commodity(ies), in which case the Commodity(ies) shall remain the property of the Contractor, and the Eligible User and the State will not be liable for payment for any portion thereof.

5.12 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 notified Manufacturer's Last Order Date, the Department may unilaterally update the applicable Manufacturers' Last Order Date fields within the Price Sheet & Ordering Instructions, Section 7.1, as it deems is in the best interest of the State and / or will best assist Eligible Users.

Additionally, upon receipt of a post Manufacturer's Last Order Date Purchase Order, the Contractor shall immediately notify the issuing Eligible User's Contact Person of the Manufacturer's Last Order Date by telephone and using the Acknowledgement of Order form, Section 5.8. Failure of the Contractor to provide immediate notice of the Manufacturer's Last Order Date to the ordering Eligible User 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 Eligible User of the Manufacturer's Last Order Date, the Eligible User 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 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 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 Eligible User of a Manufacturer's Last Order Date, it will be cause for Contract termination and Contractor suspension.

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 and / or 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 Respondent, per Section 3.11, Basis for Award, or assign the award to another Vendor, per Section 4.29, Assignment.

5.13 Commodity Additions and Deletions

During the Contract Period of Agreement, Section 5.2, 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 Sheet & Ordering Instructions, Section 7.1. 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 / or as permitted by Florida Statutes or Florida Administrative Code.

5.14 Contract Sales Summary and Transaction Fee Reports

Contract Sales Summary: The Contractor is required to provide annual fiscal year Contract Sales Summaries to the Contract Manager within fifteen (15) calendar days after the end of each fiscal year during the term of the Contract, including any renewals. The fiscal year is a twelve (12) month period beginning July 1 and ending on June 30 of each year. Contract Sales Summaries shall document all orders completed, for which payment was received, during the specified fiscal year. The Report shall specifically document the quantity and total sales by Commodity Code and Representative Model sold, including OEM Options, Aftermarket Options, and Non-Contract Options, differentiating between Eligible User types, State Agencies and Political Subdivisions.

The Contractor is also required to provide partial year Contract Sales Summaries under the same terms as the annual summaries for portions of the Contract term that occur outside a complete fiscal year. These partial summaries will be due July 15, 2010 for the period beginning on the Contract Formation date and ending June 30, 2010, and within fifteen (15) calendar days after the termination of the Contract for the period beginning July 1 of the Contract's final year and ending on the Contract termination date. The Department may require additional ad hoc Contract Sales Summaries for various periods of time; the Contractor shall submit these specific ad hoc summaries within twenty (20) calendar days of notification by the Department.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager as stipulated. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the Contractor upon Contract Formation, Section 2.17.

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.

5.15 Lobbying

In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency. This restriction does not apply to requests of the Contractor to provide any information relating to any aspect of this Contract, if requested by any legislative, judicial, or executive branch, or any State Agency.

5.16 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. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, 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 such laws shall be grounds for Contract termination.

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SECTION 6.0
TECHNICAL SPECIFICATIONS

CONTENTS:

- 6.1 DEFINITIONS**
- 6.2 REPRESENTATIVE MODEL, STATE OF FLORIDA BASE VEHICLE, OEM OPTION, AND AFTERMARKET OPTION SPECIFICATIONS**
- 6.3 CONDITIONS**
- 6.4 OPTIONS, FEATURES, AND COMPONENTS**
- 6.5 WARRANTY**
- 6.6 FEDERAL AND STATE STANDARDS**

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6.1 Definitions

The Definitions found and referenced in the Special Conditions, Section 5.1, shall apply to this Section 6.1, Definitions.

6.2 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 Section 7.1, Price Sheet & Ordering Instructions, but are not inherit parts of that section. Specifically, the Specifications are physically located as follows:

- Representative Model Lists: Each of the twenty-three (23) Commodity Code Groups provided in Section 7.1, Price Sheet & Ordering Instructions, contains a list of applicable 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.
- State of Florida Base Vehicle Specifications: Each of the twenty-three (23) Commodity Code Groups provided in Section 7.1, Price Sheet & Ordering Instructions, contains a unique link within the Commodity Code Groups Description to the State of Florida Base Vehicle Specification for the Representative Models under and applicable to that specific Commodity Code Group.
- OEM Options: Each of the State of Florida Base Vehicle Specifications (noted above) contains a related OEM Options Specifications sub-section.
- Aftermarket Options: Each of the twenty-three (23) Commodity Code Groups provided in Section 7.1, Price Sheet & Ordering Instructions, 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 Eligible User 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 Eligible User 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.

6.3 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 5.10, 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 is a luxury or sport Commodity. To date, the Department has determined:

- Luxury or sports brands shall include, but are not limited to, the following: 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 Spyker.
- Luxury or sports types shall include, but are not limited to, the following: 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 or otherwise), wood or wood veneered interior, and sunroofs / 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 / or Contract termination.

6.4 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 Eligible User, shall be fully assembled and installed by the Motor Vehicle Manufacturer, except as follows:

- If the Option, Feature, or Component is specified as a Port installed Option or Dealer installed Option by the Motor Vehicle Manufacturer; or
- 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.

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. 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 Eligible User's discretion, be required to do one of the following:

- Replace the complete Commodity with a Commodity that meets the requirements, specifications, terms, and conditions herein;
- 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
- 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 Eligible User.

It is the Contractor's responsibility to insure that the Representative Model or State of Florida Base Vehicle ordered by the Eligible User 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 Eligible User'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.

6.5 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 (1) year from the date of Acceptance, Section 5.11, and will begin only at the time of Acceptance by the Eligible User.

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.

6.6 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal 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 ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") 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.

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SECTION 7.0
PRICE SHEET & ORDERING INSTRUCTIONS AND FORMS

CONTENTS:

- 7.1 PRICE SHEET & ORDERING INSTRUCTIONS**
(PLEASE NOTE: MICROSOFT EXCEL™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD. SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.2 SOLICITATION PREPARATION CHECKLIST**
(PLEASE NOTE: THIS DOCUMENT IS PROVIDED FOR REFERENCE PURPOSES AND IS NOT REQUIRED TO BE SUBMITTED AS PART OF A SOLICITATION RESPONSE. ANY SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.3 MANUFACTURER'S CERTIFICATION**
(PLEASE NOTE: SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.4 SAVINGS / PRICE REDUCTIONS**
(PLEASE NOTE: SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.5 CONTRACT SIGNATURE PAGE**
(PLEASE NOTE: THIS DOCUMENT IS PROVIDED FOR REFERENCE PURPOSES AND IS NOT REQUIRED TO BE SUBMITTED AS PART OF A SOLICITATION RESPONSE. HOWEVER, SHOULD THE DEPARTMENT DETERMINE TO MAKE AWARD, SUBMITTAL OF THIS DOCUMENT SHALL BE REQUIRED. ANY SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.6 CERTIFICATION OF DRUG-FREE WORKPLACE**
(PLEASE NOTE: VOLUNTARY SUBMISSION WITH SOLICITATION RESPONSE. ANY SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

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7.2 Solicitation Preparation Checklist

The Solicitation Preparation Checklist is a guide to assist the Respondent in verifying the completeness of their response. The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of the solicitation are met with submittal of their response. Check off each of the following as you comply:

- _____ The Respondent has fulfilled all Sales Summary, Usage Fee, and Transaction Fee reporting and payment requirements as specified in the requirements, terms, and conditions of all previous or existing agreements with State of Florida agencies.
- _____ Download, read, understand, and agree to the entire solicitation, including all attachments (ITB No. 09-071-000-S; Motor Vehicles: Sections 1.0 through 7.6 of the solicitation, and the MyFloridaMarketPlace RFX Info tab contents).
- _____ Review and abide by the Timeline, Section 1.2 of the solicitation.
- _____ If necessary, review the MyFloridaMarketPlace Sourcing Tool Online Training Guide and / or receive assistance from the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.
- _____ Submit any Requests for Approved Equivalents per Section 3.8, Representative Models and Approved Equivalents, no later than as specified in the Timeline, Section 1.2 of the solicitation.
- _____ Submit any questions via the MyFloridaMarketPlace Q&A Board, no later than as specified in the Timeline, Section 1.2 of the solicitation.
- _____ View the Department determinations for Requests for Approved Equivalents per Section 3.8, Representative Models and Approved Equivalents, and answers to the submitted questions as posted in any Addendum or Amendment to the solicitation on the MyFloridaMarketPlace Sourcing Tool and / or Vendor Bid System.
- _____ Download the Price Sheet & Ordering Instructions (Section 7.1), review carefully, enter required pricing and information on the Price Sheet & Ordering Instructions, and upload the Price Sheet & Ordering Instructions to the MyFloridaMarketPlace Sourcing Tool as required.
- _____ Provide answers to all required questions within the MyFloridaMarketPlace Sourcing Tool.
- _____ Submit response using the MyFloridaMarketPlace Sourcing Tool.
- _____ Mail any required documents and forms of the solicitation specified in Section 3.9, Submittal of Response, to the attention of:

Christopher P. Walker, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

The outer packaging shall clearly state Solicitation Title, Solicitation Number, and Solicitation Opening Date and Time.

7.3 Manufacturer's Certification

This is to certify that _____
Organization Name

is the authorized Manufacturer of _____
Manufacturer Name

BY:

DATE: _____

MANUFACTURER NAME: _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____

E-MAIL: _____

AUTHORIZED EMPLOYEE NAME: _____

TITLE: _____

SIGNATURE: _____

NOTE: THE MANUFACTURER'S CERTIFICATION FORM MUST BE COMPLETED AND SUBMITTED PER SECTION 3.9.6, MANUFACTURER'S CERTIFICATION.

7.4 Savings / Price Reductions

The Respondent is required to furnish the percent (%) savings in Prices and Discounts offered compared to MSRP, retail, list, published, or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this solicitation.

DATE _____

COMPETITIVE PRICES OFFERED IN SECTION 7.1, PRICE SHEET & ORDERING INSTRUCTIONS, PROVIDE Insert Savings % for Commodities Offered in Table Below % SAVINGS OFF OF THE **MSRP** FOR COMMODITY CODE NOS.:

COMMODITY CODE NO.	AVERAGE % SAVINGS OFF MSRP FOR PRICE AND DISCOUNT OFFERED
071-111	%
071-112	%
071-131	%
071-132	%
071-141	%
070-200	%
071-310	%
071-330	%
071-401	%
071-402	%
071-511	%
071-512	%
071-521	%
071-522	%
071-531	%
071-532	%
071-541	%
071-542	%
071-551	%
071-552	%
071-561	%
071-562	%
071-800	%
TOTAL AVERAGE	%

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary Prices published at [URL], or other source of benchmark Prices [supply documents])?

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

RESPONDENT NAME: _____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST / SPECIALIST TOOK THE FOLLOWING
STEPS TO VERIFY THE SAVINGS OFFERED:

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST / SPECIALIST: _____

PUR 7064 (Rev 2/04)

7.5 Contract Signature Page

CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Bid No. 09-071-000-S; Motor Vehicles. The Department has determined to accept select Contractor's offers and to enter into this Contract in accordance with the requirements, specifications, terms, and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract begins on the Contract Formation Date, per Section 2.17, and expires October 31, 2010. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written Amendments to the Contract
- Section 6.0, Technical Specifications
- Section 7.1, Price Sheet & Ordering Instructions
- Section 5.0, Special Conditions
- Section 4.0, General Contract Conditions [PUR1000 (10/06)]
- This document, Section 7.5, Contract Signature Page
- Section 3.0, Special Instructions to Respondents
- Section 2.0, General Instructions to Respondents [PUR1001 (10/06)]
- Any Purchase Order under the Contract
- Contractor's Response

State of Florida, Date
Department of Management Services
By: Linda H. South, Secretary

Contractor Name: _____
Street Address or P.O. Box: _____
City, State, Zip: _____

(Seal)

By: Date
Its:

Approved as to form and legality by the Office of General Counsel:

Print Name: _____ Date: _____

7.6 Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where identical tie offers are received, one preference shall be given to an offer received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the solicitation a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

DATE: _____

ORGANIZATION NAME: _____

BY: _____

Authorized Signature

Print Name and Title