



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

October 31, 2017

With this sheet, you have received solicitation documents for the **following**:

Solicitation Number: **DHSMV ITB 013-18**

Title of Bid (items solicited): **Lycoming Factory Rebuilt/Remanufactured Zero Time Engine for FHP Aircraft**

Commodity Code: **26101500**

Date and Time Bids are Due: **November 14, 2017, no later than 3:00 p.m. Eastern Time**



Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

It is important that bidders monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the bidder to check the VBS for new or changing information.

To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form

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Forms and Exhibits:

- FORM 1 – BIDDER CONTACT INFORMATION
- FORM 2 – BIDDER QUALIFICATION QUESTIONS
- FORM 3 – PRICE SHEET
- Exhibit 1 – MONTHLY MBE DV REPORT

SOLICITATION INTRODUCTION

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- A. Read the entire document. Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance, and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. **Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- C. **Attend the pre-bid conference, if one is scheduled.** See Section 2.5 CALENDAR OF EVENTS. Pre-bid conferences are scheduled as-needed.
- D. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.5 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.7 ADDENDA.
- E. **Follow the format required in the Solicitation** when preparing your bid submittal. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- F. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the department. The bids are reviewed based solely on the information and materials provided in your bid submittal.
- G. **Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- H. **Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- I. **Submit your bid submittal on time.** Note all of the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed, or late bid submittals are never accepted.

1.0 PURPOSE AND GENERAL OVERVIEW

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to establish a contract with a vendor to purchase one (1) Lycoming Rebuilt/Remanufactured Zero Time Aircraft Engine, Model O-540-AB1A5, part number S2800-825, as more fully described herein. Only the identified engine will be purchased.

No substitutions will be accepted.

1.2 DEFINITIONS

- A. **Authorized Representative:** The owner, corporate officer, or director of the vendor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- B. **Bid:** All information and materials submitted by a bidder in response to this solicitation.
- C. **Contract:** A formal written agreement that may be required to be executed by the Successful bidder and the department containing all terms and conditions applicable to any purchase to be made as a result of this ITB. The terms “contract” and “purchase order” are intended to be used interchangeably herein. (NOTE: Whether a contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- D. **Contractor:** The bidder who is awarded a contract by the department as a result of this solicitation.
- E. **Day:** A calendar day, unless otherwise specified.
- F. **E-Procurement:** Online procurement system maintained by the State of Florida, Division of Management Services.
- G. **Lycoming Factory:** The manufacturing location for Lycoming, a Textron Company, based in Williamsport, PA., U.S.A, which manufactures aircraft engines.
- H. **ITB:** Invitation to Bid.
- I. **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- J. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the department via the eProcurement system. See PUR Form 1000, paragraph 2. (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- K. **Rebuilt/Remanufactured Engine:** A “rebuilt” or “remanufactured” engine is an engine rebuilt by the original manufacturer (Lycoming or Continental) to the same production limits as a new engine. All parts used must be either new, or meet new limits. The engine also receives a true zero-time, no previous history logbook, which is only available from the original manufacturer.

- L. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- M. **Subcontractor:** Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the contractor. See solicitation to determine whether subcontracting is permitted.
- N. **Vendor:** Any firm or person who submits a bid to the department in response to this solicitation. (NOTE: The terms “bidder,” “vendor” and “contractor” may be utilized herein interchangeably.)
- O. **Vendor Bid System:** The state of Florida e-procurement system.

Also, see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

1.3 **PROCUREMENT OFFICER**

The Procurement Officer acts on the behalf of the department and is the sole point-of-contact with regard to all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to the Procurement Officer listed below:

Alice Riley
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3176
aliceriley@flhsmv.gov

Subsection 287.057(23), Florida Statutes (Fla. Stat.), states that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of 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 bid submittal.

1.4 **TERM**

The contract term shall be in effect upon issuance of the purchase order or a contract signed by both parties through June 30, 2018, inclusive.

The term shall be as specified on the purchase order issued pursuant to this ITB, which shall remain in effect unless terminated earlier by the department under the terms provided herein, subject to annual appropriation by the state Legislature. (See, subsection 287.057(13), Fla. Stat.)

The department will issue a purchase order to the successful bidder in order to enter the purchase into the state’s accounting and purchasing databases. The department may also require the successful bidder to execute a formal contract document that will be incorporated in and attached to the purchase order.

2.0 ITB PROCESS OVERVIEW

2.1 GENERAL OVERVIEW

The ITB is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1) (a) Fla. Stat., and awarding a contract to the bidder submitting the lowest (cost) responsive and responsible bid. The department posts an ITB on the Vendor Bid System (VBS) to initiate the procurement process.

2.2 BIDDER QUESTIONS

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 PROCUREMENT OFFICER above, within the time indicated in Section 2.5 CALENDAR OF EVENTS. **Questions must reference DHSMV ITB 013-18 in the subject line of the e-mail.**

Responses to questions will be posted on the VBS on or about the date referenced in Section 2.5 CALENDAR OF EVENTS. Also see Section 2.7 ADDENDA.

Note: The department reserves the right to respond to late-submitted questions if to do so is in the state's best interests (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing).

2.3 VALUE ANALYSIS

The department is interested in reducing costs related to its purchases of goods and services. While this solicitation contains specific requirements regarding the goods or services sought, bidders are encouraged, but not required, to perform a process of value analysis of the items bid and to offer suggestions for changes to goods/service specifications or contract terms and conditions that may result in lower costs, improved performance and better quality to the state. This ITB is for a specific airplane engine and no alternatives will be accepted; therefore, only suggestions regarding contract terms that may lower costs or enhance improve performance or quality shall be proposed. In analyzing an item or service, the following steps are suggested:

List the materials and processes involved in manufacture, packaging and delivery.

For each material or process, consider:

Does its use contribute to value?

Is its cost proportionate to its usefulness?

Does it need all of its features?

Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present any suggestions for changes to the solicitation on or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS, so that suggestions may be fully considered and, if appropriate, addenda modifying the solicitation may be timely issued to all prospective bidders.

Suggested change(s) to specifications, terms, or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the quality or usefulness of the product/services, production or delivery cost(s), use costs, and appropriateness of the terms and conditions in protecting the rights of both parties. Include pros and cons.

The department reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) that meet(s) the department's needs at an anticipated lower cost

of production, delivery, or use than the original specifications, terms and conditions would otherwise provide.

2.4 BID OPENING

The department will hold a public opening of the bids at the date, time and location indicated in Section 2.5 CALENDAR OF EVENTS.

2.5 CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events are subject to change. It is the bidder’s responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for submitting all required documentation by the dates and times indicated below (Eastern Time). The department will not consider late documents.

DATE	TIME	ACTIVITY
October 31, 2017		Solicitation issued.
November 2, 2017	3:00 p.m.	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer. (See, Section 2.2 BIDDER QUESTIONS and Section 2.3 VALUE ANALYSIS)
November 3, 2017		Anticipated date that responses to written inquiries and addenda, if required, will be posted on the VBS.
November 14, 2017	3:00 p.m.	Bids are due.
November 14, 2017	3:30 p.m.	Public Bid Opening Location Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, MS 31 Tallahassee, Florida 32399
November 17, 2017		Anticipated date of posting of intent to award.

2.6 PROTEST OF TERMS, CONDITIONS AND SPECIFICATIONS

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57, Fla. Stat.) For purposes of this provision, the term “the solicitation” includes this ITB, any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation.

2.7 ADDENDA

If the department deems it necessary to supplement, modify, or interpret any portion of the solicitation, or exhibits, addenda, or other materials relative to this procurement, such action will be posted on the Vendor Bid System at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Written answers to questions received by the department will become part of this solicitation. It is the responsibility of the bidder to check the VBS for new or changing information.

2.8 DISCLOSURE OF BID CONTENTS

All documentation produced as part of the ITB will become the exclusive property of the department and will not be returned to the bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.9 MODIFICATION OR WITHDRAWAL OF BID.

The department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

2.9 MODIFICATION OR WITHDRAWAL OF BID

Bidders may modify a bid at any time prior to the bid due date by sending the modified bid submittal to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

2.10 DIVERSITY

The department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of bidders doing business with the State is central to the department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime bidders and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (See, Section 3.5 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT)

2.11 NON – EXCLUSIVE RIGHTS

The right to provide the commodities or services, which will be granted under the resultant contract shall not be exclusive. The department reserves the right to contract for and purchase commodities or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract.

2.12 BID TENURE

All bids are binding for one hundred eighty (180) days following the bid opening date.

2.13 ACCESSIBILITY FOR DISABLED PERSONS

If special accommodations are needed to attend any solicitation-related event open to the public,

please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

2.14 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

All bids are subject to the terms and conditions of this ITB which, in case of conflict, shall have the following order of precedence:

- A. Addenda, in reverse order of issuance;
- B. Invitation to Bid, including attachments;
- C. General Contract Conditions (PUR 1000) ((See, Section 7.1 GENERAL CONTRACT CONDITIONS (PUR1000)); and
- D. General Instructions to Respondents (PUR 1001) (See, Section 4.1 INTRODUCTION).

3.0 SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION OF SERVICES

This ITB is for the procurement of one (1) Lycoming factory rebuilt/remanufactured aircraft engine with zero hours, to be installed by the department into a 2006 Cessna (described in Section 3.2 A, below).

The awarded contractor must supply one (1) factory rebuilt/remanufactured Lycoming Remanufactured Zero Time Engine, Model O-540-AB1A5, Part number S2800-825, which shall include shipping at no additional cost (all costs inclusive), including the shipping of the core (see below). **NO SUBSTITUTIONS WILL BE ACCEPTED.**

The newly purchased engine must ship from the Lycoming factory in Williamsport, Pennsylvania, and be delivered to a location specified by the Department's Contract Manager, which shall be provided when the department's installing vendor is determined. The installation will be completed at a later date to be determined by the department.

The department will be trading-in the Cessna's core (see, Section 3.2 A, below) for credit against this purchase. The awarded vendor will be required to ship the core from the location to which the rebuilt/remanufactured engine is delivered and deliver the core to Williamsport, Pennsylvania. All shipping will be in accordance with Section 3.3 PACKING, SHIPPING AND DELIVERY.

The department will pay for the rebuilt/remanufactured engine and shipping costs of both the engine and core only. In the event the core is found to be unacceptable or partially unacceptable, the vendor will notify the Department's Contract Manager in writing (email acceptable) within 24 hours and provide the costs related to the part(s) that cause the core to be unacceptable. This amount will be deducted from the core credit.

3.2 TECHNICAL SPECIFICATIONS

- A. Factory Zero Time Rebuilt/Remanufactured aircraft engine

Manufacturer: Lycoming Factory Rebuilt/Remanufactured Engine
Model Number: O-540-AB1A5
Manufacture Part Number: S2800-825

Engine must have zero hours.

The aircraft engine will be installed in the aircraft described below:

Manufacturer:	<u>Cessna</u>
Tail Number:	<u>N 611HP</u>
Model:	<u>182T</u>
Manufacturer Year:	<u>2006</u>
Serial Number:	<u>18281873</u>

The installation of the aircraft engine will be completed by the department at a later date and is not included in this ITB.

The engine **core** is described below:

Engine Model Number:	O-540-AB1A5
Current Serial Number:	RL-27135-48E
Part Number:	S2800-825

B. Warranty

The contractor shall provide a warranty against defects in manufacturing for a minimum of two (2) years from the date of acceptance of the rebuilt/remanufactured engine by the department. The department shall be permitted five days to inspect the engine following delivery. Should the engine be found defective or unacceptable during this period, the department has the right to reject the engine. Contractor will then be required to pick-up the engine at the same location as delivered and provide the department with a suitable replacement (same make/model/zero hours) within thirty (30) days. Should the department find the engine to be acceptable (i.e., meeting the specs of this ITB), it shall so notify the contractor and the warranty period shall begin.

Defective items under warranty will be replaced by the contractor at no additional cost to the department within thirty (30) days of notification by the department of a warranty claim.

3.3 PACKING, SHIPPING AND DELIVERY

- A. The contractor shall be responsible for properly packing shipments in a wooden crate with appropriate packing materials to ensure damage-free delivery. Packing materials consist of items utilized to securely and properly pack tangible products for shipment, storage and stocking.
- B. The contractor must deliver the Lycoming Rebuilt/Remanufactured Engine within 6 – 8 weeks of purchase order issuance to the location specified by the Department’s Contract Manager, which shall be provided when the department’s installing vendor is determined. The Department’s Contract Manager will notify the contractor immediately via telephone or email when the location is determined.
- C. The contractor shall be responsible for packing and shipping of the engine core to the Lycoming Engine Factory at the address below within 120 days from the date of issuance of contractor’s invoice for the rebuilt/remanufactured engine. Contractor shall provide no less than forty-eight (48) hours’ written notice (e-mail acceptable) of the date the core will be picked-up.

Lycoming
652 Oliver Street
Williamsport, PA 17701

- D. The department will ensure that the core is housed in a location appropriate to large-shipment pick-up (e.g., having a loading dock) and shall ensure that the shipper has access to the core on the day/date for pick-up referenced in C., above.
- E. Any or all items delivered to the department not meeting the specifications of this solicitation (and the contract), or that are found to be damaged or defective, will not be accepted. Such items will be returned to the contractor at the contractor's expense for refund or replacement. If the department requires more than five days to inspect a delivered item, the department shall notify the contractor in writing (email acceptable). The department will endeavor to inspect delivered items within the indicated time frame, however, since it is sometimes impossible for the department to inspect all items upon arrival, the contractor shall afford a reasonable opportunity for inspection and returning of defective items.
- F. Deliveries shall be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays, unless otherwise stated on a purchase order. The contractor shall notify the Department's Contract Manager within five (5) days of purchase order issuance of any potential delays.

3.4 SILENCE OF SPECIFICATIONS

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of this contract shall be made upon the basis of this statement.

3.5 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The vendor shall provide to the department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection A., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the contract for the current month.

- A. The vendor shall complete and submit Exhibit 1, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following department email address:
bpcreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the vendor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report (for whatever reason), the vendor shall still send an e-mail to the address identified above stating that there is no information to report.
- C. Should the vendor not utilize subcontractors/material suppliers meeting the criteria in this section, the vendor shall provide a letter to the email address noted above, on vendor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the vendor shall immediately implement the reporting requirements of this section.

3.6 ADDITIONS/DELETIONS

The department reserves the right to delete any item from the contract, when deemed to be in the state's best interest. It also reserves the right to add any item within the scope of the contract. Pricing

shall be comparable to the amounts paid under the contract. These additions or deletions will be incorporated via an amendment to the contract.

3.7 DEPARTMENT RESPONSIBILITIES

The department will provide technical support and assistance to the vendor within the resources available to the department to assist the vendor in meeting the requirements of this contract. The support and assistance, or lack thereof, shall not relieve the contractor from full performance of all contract requirements.

3.8 DELIVERABLES

The vendor shall submit all deliverables in accordance with Table 1, Deliverable Schedule, below. Deliverables must be approved, in writing, by the Department's Contract Manager prior to payment. Deliverable due dates may be extended upon prior written approval of the department.

TABLE 1 DELIVERABLE SCHEDULE		
	Deliverable	Due Date
A.	Lycoming factory rebuilt/remanufactured zero time aircraft engine as indicated in Section 3.2 TECHNICAL SPECIFICATIONS, A.	The vendor shall deliver the Lycoming factory remanufactured aircraft engine within 6-8 weeks of purchase order issuance.
B.	Pick-up and shipping of core to Lycoming factory as indicated in Section, 3.3 PACKING, SHIPPING AND DELIVERY, C.	The core shall be picked-up within 120 days of contractor's invoice issuance for the rebuilt/remanufactured engine.

3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The department has developed the following Performance Standards which shall be met by the contractor in performance and delivery of services. The department reserves the right to impose liquidated damages upon the vendor for failure to comply with the performance standard requirements set forth in the chart below.

	Performance Standard Requirement	Liquidated Damages to be Imposed
A.	The vendor shall timely deliver the Lycoming Factory rebuilt/remanufactured aircraft engine as indicated in Section 3.8 DELIVERABLES, A., and Section 3.2 TECHNICAL SPECIFICATIONS.	\$500.00 dollars per day for each day past the last day of the eighth week after Purchase Order issuance.
B.	The vendor shall timely pick-up the Cessna core and ship to the Lycoming factory as indicated in Section 3.3 PACKING, SHIPPING AND DELIVERY, C.	\$100 dollars per day for each day past the date/time permitted for pick-up/shipping of the engine.

3.10 MONITORING

The Department's Contract Manager or designated department staff will perform monitoring during the term of the contract to determine if the contractor has met each Performance Standard identified in Section 3.9 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES. Monitoring shall include review of compliance with contract service delivery and review of all contract

requirements. Vendor shall permit persons duly authorized by the department to inspect any goods of the vendor which are relevant to this contract.

If the department determines that the vendor has failed to meet a Performance Standard, the vendor will be sent a formal contract communication in accordance with Section 3.12 COMMUNICATIONS. When issues of non-compliance are identified, the vendor shall, if requested by the department, submit a written Corrective Action Plan (CAP) as indicated in Section 3.11 CORRECTIVE ACTION PLAN (CAP), below. NOTE: The department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

3.11 CORRECTIVE ACTION PLAN (CAP)

- A. If the department determines that the vendor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting contract, the department shall notify the vendor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the department will either indicate that the vendor is out-of-compliance and the department is assessing liquidated damages, or the department may require the vendor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the vendor to address and resolve deficiencies without the department immediately invoking more serious remedies, up to and including contract termination. In determining whether to permit the vendor to submit a CAP, the department will consider the nature of the deficiency(ies), whether the department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the vendor.
- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - 1. determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the department's satisfaction and approve the CAP, in writing, for implementation by the vendor; or
 - 2. Determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the department's satisfaction and reject the CAP.
- E. If the Contract Manager rejects the vendor's CAP, the reasons for rejection shall be provided in writing to the vendor who shall have five (5) business days from receipt of the department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the vendor shall be deemed in breach of the contract and liquidated damages of one hundred dollars (\$100.00) per day shall be imposed for each day a satisfactory CAP is not submitted to the department.
- F. The vendor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated department personnel.
- G. If the vendor does not meet the plan for resolving deficiencies established in the CAP to the department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the vendor shall be in breach of the contract and shall be subject to liquidated damages.

- H. Except where otherwise specified, liquidated damages of one hundred dollars (\$100.00) per day will be imposed on the vendor for each day that the approved CAP is not implemented to the satisfaction of the department.

3.12 COMMUNICATIONS

Contract communications will be in three forms: routine, informal and formal. For the purposes of the contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the vendor's CEO or the individual identified for contractual purposes on FORM 1 – BIDDER CONTACT INFORMATION. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative problem, the department shall make contact with the vendor and the vendor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the department will make contact with the vendor and the vendor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The vendor acknowledges that records and documents related to vendor's service delivery are public records as provided under Chapter 119, Fla. Stat.

The vendor shall respond to all communications by facsimile, email, or hard copy mail. A date/numbering system shall be utilized for tracking of formal communications.

4.0 BID INSTRUCTIONS

4.1 INTRODUCTION

This section contains the General Instructions to Respondents and Special Instructions. The

General Instructions to Respondents (PUR 1001) are incorporated by reference and can be accessed at:

The following sections of the PUR 1001 are not applicable:

- A. Section 3. Electronic Submission of Responses
Bid submittals shall be submitted in accordance with Section 5. Bid Submission Instructions of this solicitation.
- B. Section 4. Terms and Conditions
Terms and Conditions shall be in accordance with Section 7.4 RESULTANT CONTRACT/PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE
- C. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

The Special Instructions are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

4.2 **BIDDER QUALIFICATION QUESTIONS**

Bidders will submit a Yes/No response to the Bidder Qualification Questions on Form 2 attached hereto and made a part of the ITB, which must be submitted with the bidder's bid submittal. An answer of "no" to any question will result in rejection of the bid.

The department reserves the right to verify the bidder's status for each of the Qualification Questions.

4.3 **MYFLORIDAMARKETPLACE TRANSACTION FEE**

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee, which the vendor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C). Please refer to this statutory section for the current transaction fee amount.

4.4 **MYFLORIDAMARKETPLACE REGISTRATION**

Each bidder doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., with any bidder not registered in the MyFloridaMarketPlace system, unless exempted by rule. Should a bidder not currently registered in the MyFloridaMarketPlace system be selected for award, the bidder shall register in the MyFloridaMarketPlace system within five (5) days after posting by the department of a Notice of Intent to Award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (<http://www.myflorida.com>). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service office at 866-352-3776 or from the Department of Management Services' State Purchasing office located at 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399, 850-488-8440.

4.5 **PREFERRED PRICING COMPLIANCE**

In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the vendor is required to submit, at least once during each year of the contract, an Affidavit from an authorized representative of the vendor attesting that the vendor is in compliance with PUR 1000 General Contract Conditions, Section 4.4(b), Best Pricing Offer. Vendor's failure to comply with this section may be grounds for terminating the contract, at the department's sole discretion. The department shall distribute the Affidavit form to be used by the vendor during each remaining year of the contract.

4.6 **FLORIDA DEPARTMENT OF STATE REGISTRATION**

Pursuant to section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The bidder agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the bidder be awarded the vendor/purchase order. Website: www.sunbiz.org

4.7 **FLORIDA SUBSTITUTE FORM W-9 PROCESS**

Vendors *must* register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Vendors, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded bidder (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

4.8 **SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES**

Pursuant to paragraph 287.135(3)(b), Fla. Stat., the department may immediately terminate any contract for cause if the vendor is found to have submitted a false certification under subsection 287.135(5), Fla. Stat., or if vendor is placed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria during the term of the contract. A list of prohibited scrutinized companies may be found in the link provided below.

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>

4.9 **PRICE SHEET INSTRUCTIONS**

The bidder must submit a FORM 3 – PRICE SHEET (attached) to be considered for award.

- A. The bidder shall provide a price(s) in each cell of each Price Sheet submitted. Failure to provide a price in a cell will deem the bid non-responsive.
- B. The bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C. All price sheet calculations will be verified for accuracy by the department. If mathematical error(s) in a bidder's price sheet calculations are identified, unit prices submitted by the bidder will be used to determine the total price for that bidder.

Price(s) will be final based on department verification. Department corrected price sheets will be made available upon written request to the bidder.

D. Shipping

In accordance with paragraph 672.319(1)(b), Fla. Stat., bidders must include the cost of shipping, i.e., free on board (FOB) destination / inside delivery in their prices bid. The department will not pay separate freight charges. (Also see Section 3.3 PACKING, SHIPPING AND DELIVERY.)

E. The department will not agree to caveat language for pricing within FORM 3 – PRICE SHEET. Bid submittals that include caveat language for pricing will be viewed as a conditional bid and the department will reject the bidders’ bid submittal.

4.10 **MANDATORY REQUIREMENTS**

The department has established certain mandatory requirements which must be included as part of any bid. The use of the terms “shall”, “must”, or “will” (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself cause rejection of a bid.

4.11 **MINOR BID EXCEPTIONS**

The department reserves the right to waive minor deviations or exceptions in bids providing such actions are in the best interest of the State of Florida and the department. Minor deviations/exceptions are defined as those that have no adverse effect upon the State’s interest and would not affect the outcome of the award by giving a bidder an advantage or benefit not enjoyed by other bidders.

4.12 **NON – RESPONSIVE BIDS, NON – RESPONSIBLE BIDDERS**

Bids which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of bids are impossible, or those which affect the competitiveness of bids, or the cost to the department.

bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting contract may be rejected as non-responsive. The department reserves the right to determine which bids meet the material requirements of the solicitation, and which bidders are responsible.

“Responsible” or “Qualified Bidder” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals will be considered only from bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

4.13 SUBCONTRACTS

No subcontracting will be permitted for the services identified in Section 3.0 SCOPE OF SERVICES.

5.0 BID SUBMISSION INSTRUCTIONS

5.1 BID SUBMISSION CONTENTS

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and ink or typewritten with no alterations, changes, or modifications made hereon. All forms must be signed and dated by the vendor's Authorized Representative (see Section 1.2 DEFINITIONS, Item A.).

The entire bid packet with all forms and documents required shall be referred to as the bidder's "bid submittal."

A. The bidder shall organize its bid submittal contents as follows:

Tab 1 A cover letter on the bidder's letterhead with the following information:

- Name and headquarters location of the bidder
- Federal Employer Identification (FEID) Number
- A document establishing delegated authority if the individual signing and submitting a bid on the bidder's behalf is someone other than one of the officer(s)/director(s) identified in the Department of State, Division of Corporations records at: Sunbiz.org. (see Section 4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION)
- A written letter from an attorney-at-law (if applicable, see Section 6.2 FLORIDA PREFERENCE)

Tab 2 Mandatory forms to be completed, signed and included with the bid:

FORM 1 – BIDDER CONTACT INFORMATION
FORM 2 – BIDDER QUALIFICATION QUESTIONS
FORM 3 – PRICE SHEET

Signed Addendum(s) (if applicable)

Completed forms must be included in the bidder's bid submittal. If any item is missing or incomplete, the bid submittal will be deemed non-responsive.

5.2 BID SUBMISSION

The bidder shall submit:

5.2.1 One original version of the bid submittal, with one (1) copy.

5.2.2 One REDACTED scanned copy of the bid submittal, if applicable (see Section 5.5 REDACTED SUBMISSIONS).

Sealed packages to be delivered shall be clearly marked "BID" on the outside of the package with the ITB number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the bidder's company name, and ITB number.

5.3 DELIVERY OF BID SUBMITTAL

The bid (and all required contents) shall be submitted to the Procurement Officer identified in Section 1.3 PROCUREMENT OFFICER, by or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

5.4 BID GUARANTEE

The department will not require a bid guarantee for this solicitation.

5.5 REDACTED SUBMISSIONS

The following subsection supplements Section 19 of the PUR 1001. If the bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, the bidder must mark the document as "Confidential" and simultaneously provide the department with a separate redacted copy of its bid submittal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the department's solicitation name, number, and the bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the department will notify the bidder such an assertion has been made. It is the bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the department becomes subject to a demand for discovery or disclosure of the Confidential Information of the bidder in a legal proceeding, the department shall give the bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The bidder shall be responsible for defending its determination that the redacted portions of its bid submittal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Redactions must appear as blacked-out, whited-out, or completely deleted entries.

By submitting a bid, the bidder agrees to protect, defend, and indemnify the department for any and all claims arising from or relating to the bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

If the bidder fails to submit a redacted copy of information it claims is confidential, the department is authorized to produce the entire documents, data, or records submitted to the department in answer to a public records request for these records.

6.0 AWARD METHODOLOGY AND PROCESS

6.1 BASIS OF AWARD

- A. The contract will be awarded to the responsible and responsive bidder that submits the lowest priced responsive bid for all items that are the subject of this ITB. The department will consider the total cost of the Lycoming engine inclusive of shipping for the engine and core and two (2) year warranty.

The department shall also consider the following mandatories in consideration of award:

1. Timely submission of the bidder's bid submittal.
2. Submission of all mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS, Item A.

- B. In accordance with its best interests, the department reserves the right to award a single contract for all or part of the work contemplated by this solicitation; award multiple contracts for all or part of the work contemplated by this solicitation; divide the work among vendors by type of service or geographic area, or both; award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; and / or reject all bids.
- C. The department reserves the right to award as determined to be in the best interest of the state, 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 best interest of the state.

6.2 FLORIDA PREFERENCE

In accordance with section 287.084, Fla. Stat., a bidder whose principal place of business is located outside of the state of Florida, must accompany their bid submittal documents with a written letter from an attorney-at-law licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public contracts. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest responsible and responsive bid is submitted by a bidder whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the Florida bidder submitting the lowest responsive bid, unless the State where the out-of-state bidder is located provides a different price preference for businesses having a principal place of business in that State. In that case, the same price preference shall be awarded to the lowest responsible and responsive bidder whose principal place of business is located in the state of Florida responding to this competitive solicitation.

6.3 IDENTICAL BIDS

In the event that the department receives two (2) identical bids, the department will select a bidder based on the criteria identified in Rule 60A-1.011, F.A.C. This rule requires the department to determine the order of award using the criteria listed in the rule in the order of preference stated. Vendors must acknowledge that a preference applies on FORM 2 – BIDDER QUALIFICATION QUESTIONS, and may be required to submit documentation in support thereof.

6.4 POSTING OF AGENCY DECISION

The department will post a Notice of Intended Decision, stating its intent to enter into one or more contracts with the vendor or vendors identified therein, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Failure to file a protest in accordance with Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

If the department decides to reject all bids, it will post its notice at the same VBS website.

7.0 RESULTANT CONTRACT SPECIAL PROVISIONS

7.1 GENERAL CONTRACT CONDITIONS (PUR 1000)

The PUR 1000 is incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

7.2 CONTRACTUAL SUBMISSIONS

A bidder's bid submittal to this solicitation shall be considered as the bidder's formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

7.3 VENDOR RESPONSIBILITY

The department will consider the vendor to be the sole point-of-contact with regard to contractual matters. The vendor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the vendor is the supplier of said commodities and services or any component.

7.4 RESULTANT CONTRACT/PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE

The contract and/or Purchase Order, as applicable, to be issued to the lowest responsive and responsible vendor will set forth the entire understanding of the parties in regard to the subject matter contained herein, and will consist of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of precedence (first to last):

- A. The contract (if issued by the department), which will incorporate DHSMV ITB 013-18, Lycoming factory rebuilt/remanufactured engine for FHP aircraft, inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- B. the purchase order, and its terms and conditions; and
- C. the vendor's bid submission.

Items B., and C., above, are incorporated herein as if fully-stated.

7.5 CONTRACT MANAGEMENT

- A. Department's Contract Manager

The Contract Manager for this contract will be:
Miguel Cendan
Florida Highway Patrol
11305 N. McKinley
Tampa, FL. 33612-0000

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the department and the vendor;
3. Verify receipt of deliverables from the vendor; and
4. Review, verify, and approve invoices from the vendor.
5. Direct the Contract Administrator to process all amendments, renewals and terminations of the contract;
6. Monitor and Evaluate the vendor's performance, as required, during the contract term and vendor's overall performance at the conclusion of the contract;
7. Issue Corrective Action Plans and assess Liquidated Damages in accordance with the contract;
8. Maintain records regarding vendor's performance to be placed on file that will be considered if the contract is subsequently used as a reference in future procurements.

B. Department's Contract Administrator

The Contract Administrator for this contract will be:

Chief, Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 717-3681

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all contract amendments, renewals, and termination of the contract; and
3. Maintain the official records of all formal correspondence between the department and the vendor provided by the Contract Manager for filing in the Contract Administration file.

7.6 INVOICES

The contractor shall submit an appropriately completed invoice(s) to the ship to invoice address noted on the purchase order.

Payments shall be made in accordance with sections 215.422 and 287.0585 of the Fla. Stat., which govern time limits for payment of invoices. Also see PUR 1000 General Contract Conditions, Section 15.

7.7 REQUIREMENTS OF CHAPTER 119, FLA. STAT. (PUBLIC RECORD LAW)

The vendor, when acting on behalf of the department, shall in addition to all other conditions of this contract:

- A. Keep and maintain public records required by the department to perform the service.
- B. Upon request from the department's custodian of public records, provide the department with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the department upon request, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract, if the vendor does not transfer the records to the department.
- D. Upon completion of the contract, transfer, at no cost to the department, all public records in possession of the vendor or keep and maintain public records required by the department to perform the service. If the vendor transfers all public records to the department upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the department, upon request from the department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the department.
- E. Respond to inquiries from the department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the department deems necessary to respond to such requests within three (3) working days of request from the department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the vendor fails to comply with a public records request, the department will enforce all contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible contract cancellation depending upon the nature of the violations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

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FORM 1 – BIDDER CONTACT INFORMATION

For solicitation purposes, the bidder’s contact person shall be:

Name: _____

Title: _____

Bidder Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

For contractual purposes, should the bidder be selected for award, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

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FORM 2 - BIDDER QUALIFICATION QUESTIONS

1.	Does bidder certify that the bidder or person submitting the bid, including pricing, is authorized to respond to this ITB on bidder's behalf?	Yes	No
2.	Does the bidder understand that by submitting a bid submittal, the bidder is deemed to have accepted all contract-related terms?	Yes	No
3.	Does the bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the bidder?	Yes	No
4.	Does the bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected. As the person authorized to sign this statement, I certify the foregoing responses to be true and correct. Please complete legibly.

Respondent: _____
Address: _____
City: _____ State: _____ Zip: _____
Authorized Signature: _____ Date: _____
Title: _____ Telephone: (_____) _____

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FORM 3 – PRICE SHEET

See Section 4.9 PRICE SHEET INSTRUCTIONS before completing this price sheet.

DESCRIPTION	QUANTITY	TOTAL
Lycoming Factory Rebuilt/Remanufactured Zero Time Engine inclusive of shipping of engine and core and two (2) year warranty.	1	\$ _____

***NO SUBSTITUTES**

The responsive and responsible bidder with the lowest total bid price will receive the award.

Complete and sign below. Unsigned or incomplete price sheets will be rejected and will cause the bid to be rejected. As the person authorized to sign this price sheet, I certify that this company and products bid comply with all requirements of DHSMV ITB 013-18. I also certify that I am qualified to bind the bidder to the prices bid.

Please complete legibly.

Respondent: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Authorized Signature: _____		Date: _____
Title: _____	Telephone: (_____) _____	

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EXHIBIT 1
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
BUREAU OF PURCHASING AND CONTRACTS
MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT
To be completed by the Contractor and submitted by the 5th of each month.

Contractor Name and Address:

Contract / Purchase Order No.: _____

Reporting Month

Begin Date: _____

End Date: _____

MINORITY BUSINESS ENTERPRISE (MBE)					
** Include consultants, sub-contractors, travel agents, etc. who provided services to the Contractor.					
** Minority Business Enterprise Name	Address	** MBE Status	State Certified MBE (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	
** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Non-Minority (White) American Woman					
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Non-Minority (White) American Woman					

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE					
* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.					
* Service-Disabled Veteran Business Enterprise	Address	* DV Status	State Certified DV Business (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	
* Certified DV: W - Service-Disabled Veteran Business					
* Non-Certified DV: Y - Service-Disabled Veteran Business					