INSTRUCTIONS TO RESPONDENTS

Attached is additional information pertaining to the Competitive Solicitation identified above. Please read this information carefully and incorporate it into the terms, conditions and specifications submitted with the original Proposal and any prior addenda.

This cover sheet must be signed by the individual signing the Proposal and returned with the Proposal.

CERTIFICATION

This is to certify that I did receive the referenced addendum and have incorporated the terms, conditions, and specifications listed therein into the attached Proposal.

______________________________
Printed Name/Title

______________________________
Authorized Signature
The purpose of this addendum is to amend the Calendar of Events and amend the Scope of Work to include an additional higher education institution.

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Questions from Respondents for additional Scope of Work due no later than 5 pm EST</td>
<td>07/27/15</td>
</tr>
<tr>
<td>FSU Issues Answers to Questions via addendum no later than 4 pm EST</td>
<td>07/29/15</td>
</tr>
<tr>
<td>Written Proposals Due from Respondents no later than 2 pm EST</td>
<td>08/04/15</td>
</tr>
<tr>
<td>Negotiations Begin on or about</td>
<td>TBD</td>
</tr>
<tr>
<td>Best and Final Offers on or about</td>
<td>TBD</td>
</tr>
<tr>
<td>FSU Posts Intent to Award on or about</td>
<td>TBD</td>
</tr>
</tbody>
</table>

The information below contains sections of Competitive Solicitation 5764-0 that have been amended to incorporate Florida A&M University:

I. STATEMENT OF OBJECTIVE

The objective of this Invitation to Negotiate (ITN) is to secure competitive responses from qualified respondents capable of providing minimum and maximum standards for oil and filter changes, lubricant level checks, and qualified respondents capable of performing general and preventative maintenance and common repair services on Florida State University and Florida A&M University (FAMU) owned vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc., including all labor, parts and material necessary for the various classifications, types and makes/models of vehicles. This ITN is divided into service items and sub-items to allow the award of more than one contract, if it is deemed to be in the Universities best interest. FSU reserves the right to award all items and sub-items to one or more respondents, multiple items with sub-items to one respondent, or in any manner deemed to be most advantageous to the Universities.

FSU is the lead University, facilitating the ITN process. The ITN process will work towards finalization of a contract(s) that addresses the needs and requirements of the Institutions as set forth in this document.

Updated Definitions:

a. **Contract/Agreement** – The formal bilateral agreement signed by a representative of the FSU, FAMU, and the awarded Respondent(s) which incorporates the requirements and conditions listed in this ITN and the Respondent(s) proposal and agreements reached during negotiations.

m. **Institutes** – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida; Florida Agricultural & Mechanical University, Florida Agricultural & Mechanical University Board of Trustees is a public body corporate of the State of Florida.
II. INITIAL CONTRACT PERIOD AND RENEWAL OPTION

The contract term is anticipated to be for a period of four (4) years, extending from date of award through June 30, 2019 with an option to renew for an additional two (2), one (1) year extensions at the sole discretion of the University. Pricing must remain firm fixed for the initial 4 year term, and will be negotiated for the additional two one year extensions. Any and all renewals are subject to satisfactory performance evaluations by FSU and FAMU and must be executed in advance by written instrument agreed to by both parties. All terms and conditions of the original agreement will remain in force for the renewal period.

III. SPECIFICATIONS

FSU is seeking a full service, high quality, cost effective company to provide oil and filter changes and regular maintenance and repair services to FSU and FAMU's varied fleet of vehicles. FSU retains a broad fleet of vehicles to serve campus needs for maintenance, security, and general transportation. It is the purpose of this ITN to obtain complete data from all respondents to enable the University to determine which Respondents are best able to serve each of the criteria that are to be considered in the award of this contract.

Currently, FSU operates approximately 600 vehicles and FAMU operates approximately 250 vehicles, both ranging in variety from passenger cars to light and medium trucks, and passenger vans.

Both Universities reserve the right, to at any time change, add to or delete from this profile.

The current profile is offered as follows:

The awarded contractor shall provide a variety of general maintenance and repair services for FSU’s and FAMU’s vehicle fleet. Maintenance services shall include oil changes, fluid changes (i.e.; transmission, power steering, radiator, and fuel filter service), air filter replacement, windshield wiper replacement, serpentine and other belt service, air conditioning service charging, and tire rotation. Repair work may include but is not limited to general repairs to steering and suspension systems, electronic diagnostic, brake repair and restoration, tire repair and replacement, heating and cooling repairs and general repairs to all engine and transmission systems. The contractor shall include all associated fees such as environmental fees, disposal fees, and diagnostic fees that would be above and beyond the repair costs.

Labor and Parts: Certain maintenance services shall be charged at a single flat rate (parts and labor) as indicated in the maintenance schedule. Prices for parts shall be quoted on an awarded Contractor’s discount from list price. The awarded Contractor shall be required to furnish proof of parts cost upon request of the University. An hourly rate is requested for labor required to make necessary repairs. A minimum on (1) hour labor charge will be allowed. Where additional parts and labor are required for service beyond those normally included in the flat rate, parts shall be quoted using discounts off of manufacturer's list price.

All discounts, labor rates and flat charges shall remain firm for the duration of the initial four year contract. No price changes will be allowed for the initial four (4) years of the contract with the exception of price decreases. Price decreases will become effective immediately. Pricing must remain firm fixed for the initial 4 year term, and will be negotiated for the additional two one year extensions at the sole discretion of the University.

a. Specifications for Service. The following sets forth specifications for University vehicles:
1. Services shall be repaired or serviced at awarded Contractor’s facility; no services shall be performed on University premises.

2. The FSU or FAMU representative bringing the vehicle to Contractor’s facility shall be required to display appropriate University identification prior to services being rendered.

3. A detailed receipt of services provided shall be provided by the awarded contractor for each service visit.

4. Maximum turn-around term for oil/filter change service for oil/filter changes shall be one hour from time of vehicle drop off and/or from scheduled appointment time.

5. 24 hour turn-around time on common repairs (including brakes, etc) and routine maintenance without prior scheduling. When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.

6. Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.

b. Mandatory Requirements/Conditions

1. University Authorization: No work shall be performed without prior written authorization from the Agency Representative. (Examples of written authorization shall include a University Purchase Order or work order signature with Purchasing Card approval.) Work performed without such authorization shall be done at no cost to FSU or FAMU.

IV. CONTRACTUAL AGREEMENT

The Successful Respondent(s), if any, will enter into a separate contract with each Institute that provides for the performance of all terms and conditions set forth in this ITN, unless FSU has agreed to accept or negotiate certain terms and conditions during the ITN. Non-negotiable terms and conditions (as indicated on Attachment C for FSU) must always be performed by the Contractor. After an award is made, the entire agreement between each Institute and the successful Respondent if any, shall consist of the agreement document which shall be substantially the same as 1) the terms, conditions, and specifications of the ITN 2) the documents issued by FSU and collectively constituting the ITN and 3) the proposal document submitted by the successful Respondent.

A Sample copy of FSU’s standard contractual agreement, which is the instrument used to bind the parties, is attached (see Attachment C). Any concerns with the provisions and clauses of the offered agreement should be addressed during the question and answer period sited in Section V.

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The Contract, if any, resulting from this ITN shall incorporate the entire ITN by reference.

V. EVALUATION PROCESS

An Evaluation Committee comprised of representatives from FSU and FAMU that are knowledgeable about the services and intent of the ITN to evaluate all proposals has been established. The purpose of the Committee and evaluation process is to objectively review, discuss, and analyze submitted proposals
and to narrow the list of Respondents to those firms which present the best proposal and are best qualified to provide any and all of the services outlined in the ITN. The Evaluation Committee will evaluate and provide a consensus opinion of all initial proposals. The proposals most closely aligned with the preferred requirements or offering a solution that is determined to be desirable and in the best interest of FSU by the Evaluation Committee will be invited into the negotiation process. After initial written proposal responses have been evaluated, the following negotiation process will be utilized:

a. Committee may determine a short list of two or more companies with whom to enter into negotiations either concurrently or sequentially, whichever is in the best interest of the institutions.

b. If, at the conclusion of the negotiation process, the evaluation team feels that further evaluation of an offer is not needed and is unlikely to end in a contract award to the Respondent, the Respondent may be notified that his/her participation has been terminated.

c. At the conclusion of this negotiation process, companies in whose offer Committee is still interested may be asked to submit a written best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to the institutions. An invitation to submit a best and final offer is not automatic.

d. The negotiation process will stop upon submission of the “best and final” offers and companies will not be allowed to make further adjustments to their offer or communicate further with the Committee, except to respond to requests for clarification from the Committee.

e. The final decision of the Evaluation Committee will be based upon the initial written response, negotiation sessions, and any best and final offers, if applicable. Award(s) shall be made to the responsive and responsible Respondent(s) whose proposal is determined to be the most advantageous to or in the overall best interest of the institutions, taking into account the evaluation criteria.

Committee May:

- Reject any and all proposals or any part thereof, to waive informalities, to accept and further negotiate the proposal(s) deemed most favorable and beneficial to the institutions, and to make single or multiple awards. Incomplete proposals may not be considered in the evaluation.

- Reserve the right to, but is not obligated to, request and require that each Respondent provide an in-person formal presentation of its proposal at a date and time to be mutually determined.

- Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any proposal irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITN.

- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their proposals have not been awarded by Committee until after Committee has entered into a binding agreement with the successful Respondent(s).

- Reserve the right to require a presentation from any and all Respondents, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.
Committee Will:

- Reject proposals not received by the written proposal due date/time required by the ITN.
- Reject any proposal that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITN.

a. FORMATTING

   Response Format

   1. Submit one (1) original of the proposal in hard copy form. **Submit five (5) electronic copies of the proposal on CD or PC compatible medium (USB etc.),** preferably in Word®, Excel®, or PDF format. The original response shall contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal. Failure to include the original proposal response and all signed copies may be grounds for rejection of your proposal without further evaluation.

   2. The original response, clearly marked original shall be in a standard size 3 ring binder or binders, tabbed and numbered as described below.

   3. Questions and requests for information may not be rearranged, regrouped, or divided in any way.

   4. All information and required submittals requested SHALL BE in hardcopy and included in your written proposal response. Proposal responses shall not refer Committee to electronic media such as websites, cd’s, disks, or tapes in order to obtain the required information or submittals.

   5. Information submitted that is not requested by Committee may be considered to be supplemental, not subject to evaluation by the committee members.

   6. If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the Respondent must provide information following the numbered tab, telling the evaluation committee where the information can be found in the response.

   Note: If Respondent’s proposal deviates from these instructions, such proposal may, at Committee’s sole discretion, be REJECTED.

b. Tabular Format

Proposal responses shall be tabbed and headed exactly as outlined in each section, and the required information shall be provided in the section under which it was requested by FSU. Respondents may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes FSU to take into consideration in reviewing the offer.

**Tab 1:** Cover Letter/Executive Summary: A one or two page executive summary of each Respondent’s proposal, including brief descriptions of the company’s expertise dealing with contracts of the size and scope described in the ITN, and how the Respondent plans to address the FSU’s vision for the project.
a. Provide an overview and history of your company, and experience in providing fleet service similar in scope to those requested in Section I. of this ITN.

b. Provide a chart of the company’s organization and a description of its corporate structure. Also provide the company’s chain of ownership up to its ultimate parent corporation, and all subsidiaries.

Note: Any award hereunder is subject to the provisions of Chapter 112, F.S. All Respondents must disclose with their proposal the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all Respondents must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the Respondent’s firm or any of its branches.

Tab 2: Completed and signed ITN Acknowledgement Form, and signed and completed acknowledgement forms for any addenda issued.

The Addenda Acknowledgement form shall be signed by a company representative, dated and returned to FSU by the date specified in Section V. for the proposal due date/time. Failure to return an Addenda Acknowledgement form issued for this ITN may be grounds for rejection of proposal response.

Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company’s proposal and negotiation during this ITN process.

Tab 4: Company Experience/References: Explain how this ITN fits into your scope of expertise. Provide a list of higher education clients or other clients that you have serviced. References are not to include FSU or FAMU.

a. Describe the qualifications and experience of the staff that will provide services to and be assigned to the FSU and FAMU accounts. Provide resumes that describe the job qualifications, skill sets and experience of each staff member. Clearly indicate if subcontractors or sub-consultants will be used.

Tab 5: Respond to General Performance Requirements/Specifications.

a. Demonstrate an understanding of the services FSU and FAMU require under this contract and the required specifications as outlined in section VI of this ITN.

b. Provide evidence of proposed facilities safety record.

c. Provide hours of operation and emergency business hours if available.

d. Provide a current copy of Certificate of Insurance, indicating limits of General Liability, Automotive Liability, and Worker’s

e. Describe FSU and FAMU’s priority level in regards to service time.

Tab 6: Financial Statement: Provide a Financial Statement for the most recent calendar or fiscal year.
Tab 7: Optional. Provide any additional information your company may feel is relevant to this ITN.

Tab 8: Overall Pricing.

a. Provide pricing details within the $____________ fields on ATTACHMENT D.

b. Address any relevant pricing information as prescribed in section VI. (d) above.

c. Describe any financial considerations or creative offerings such as signing bonuses, rebates, multi-year discounts, growth incentives, programs resulting in the end user being charged a reduced amount, early payment discounts, scholarship sponsorships, etc.