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February 16, 2016

Prospective Vendor:

Subject: Solicitation Number: DHSMV ITN 006-16
Driver-Related Credential Print Solution

This solicitation is issued by the State of Florida, Department of Highway Safety and Motor Vehicles, hereinafter referred to as "DHSMV" or "Department", to select a qualified Contractor to provide a print solution using the most technologically advanced and secure means of producing driver-related credentials to customers. The solicitation package consists of this transmittal letter and the following attachments:

- Attachment A - PUR 1001, State of Florida General Instructions to Respondents
- Attachment B - PUR 1000, State of Florida General Contract Conditions
- Attachment C - Special Conditions
- Attachment D - Scope of Services
- Attachment E - ITN Reply Submission Requirements and Evaluation Criteria Components
- Attachment F - Evaluation Criteria
- Attachment G - Past Performance – Client Reference Form
- Attachment H - Cost Proposal
- Attachment I - Required Certifications
- Attachment J - CIPS Facility Certification
- Attachment K - Independent Laboratory Certification
- Attachment L - Sample Contract
- Attachment M - Certification of Drug-Free Workplace Form

Your reply must comply fully with the instructions that set forth what is to be included in the response. Prospective vendors submitting a response to this solicitation shall **identify the solicitation number and the date and time of opening on the sealed envelope or package** transmitting their response. This information is used only to put the DHSMV's mailroom on notice that the package received is a response to a DHSMV solicitation and therefore should not be opened but delivered directly to the Procurement Issuing Officer within the Bureau of Purchasing and Contracts.

This solicitation does not commit DHSMV to pay any costs incurred in the preparation and submission of a response in any form or to procure or contract for said services or supplies. The Executive Director of the DHSMV, or her written designee, are the only individuals who can commit the DHSMV to the expenditure of funds in connection with any contract resulting from this solicitation.

The designated DHSMV Procurement Issuing Officer for this solicitation is Barbara Vaughan. All communications hereon should cite the subject solicitation number and should be made in writing and directed to her attention at the address provided in Attachment C, Section C.5, Issuing Officer.

Sincerely,

Lisa M. Bassett

Lisa M. Bassett, Chief
Bureau of Purchasing and Contracts

Attachments

ATTACHMENT A
State of Florida
PUR 1001
General Instructions to Respondents

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

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.

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.

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.

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.

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.

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.

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
 - 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.

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.

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.

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).

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_www.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.

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.

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.

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.

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.

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.

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.

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."

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.

ATTACHMENT B
State of Florida
PUR 1000
General Contract Conditions

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47. Severability.

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).

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.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently released 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. 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 reprourement 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.

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.

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.

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.

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://dhis.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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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>.

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>.

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.

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.

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.

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

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.

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.

ATTACHMENT C SPECIAL CONDITIONS

- C.1 Solicitation Number:** DHSMV ITN 006-16
- C.2 Solicitation Type:** Invitation to Negotiate (ITN)
- C.3 Solicitation Title:** Driver-Related Credential Print Solution
- C.4 Date of Issuance:** February 16, 2016
- C.5 Issuing Officer:** Barbara Vaughan, Assistant Chief of Purchasing & Contracts
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway, MS# 31, Room B409
Tallahassee, FL 32399-0500
Fax No.: (850) 617-5115
Email: barbaravaughan@flhsmv.gov
- C.6 Solicitation Timeline:**

The projected solicitation timeline is shown below (all times are Eastern Time). The Department reserves the right to amend the timeline in the State's best interest. If the Department finds it necessary to change any of the activities/dates/times listed (other than those listed as "anticipated"), all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) (http://myflorida.com/apps/vbs/vbs_www.main_menu).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by the Department	February 16, 2016	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Written Inquiries	February 29, 2016 2:00 PM, ET	Address Provided in C.5 above
Anticipated Date for Department Responses to Vendor Questions	March 14, 2016	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt and Opening of Replies	April 11, 2016 2:00 PM, ET	Neil Kirkman Building Room A427, Auditorium 2900 Apalachee Parkway Tallahassee, FL 32399-0500
Anticipated Evaluation of Replies	April 14 – 25, 2016	Various
Anticipated Demonstrations	April 27 – May 2, 2016 1:00 PM, ET	Neil Kirkman Building Room A427, Auditorium 2900 Apalachee Parkway Tallahassee, FL 32399-0500
Anticipated Date for Public Dissemination of Scores	May 3, 2016 1:00 PM, ET	Neil Kirkman Building Room A427, Auditorium 2900 Apalachee Parkway Tallahassee, FL 32399-0500

ACTIVITY	DATE/TIME	LOCATION
Anticipated Dates for Negotiations	May 16 - 26, 2016	Neil Kirkman Building Room A427, Auditorium 2900 Apalachee Parkway Tallahassee, FL 32399-0500
Anticipated Posting of Notice of Intent to Award	May 31, 2016	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu

C.7 Mandatory Requirements:

The Department, as defined herein, has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this ITN, indicates a requirement or condition from which a material deviation cannot be waived by the State. A deviation is material if: it affects the overall response (i.e., reply submission) in a negative manner; it causes an increase in overall costs; or the deficient response is not in substantial accord with the ITN requirements. The words “should” or “may” in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a response.

C.8 Restriction on Communications:

Prospective vendors to this ITN or persons acting on their behalf may not contact, between the release of the ITN 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 ITN, except in writing to the Issuing Officer or as provided in the ITN documents. Violation of this provision may be grounds for rejecting a response.

C.9 Vendor Questions:

Note: To the extent this section conflicts with Attachment A, General Condition #5, the below Special Instruction takes precedence.

The Department will receive all questions pertaining to this ITN no later than the date and time specified for written inquiries in Section C.6, Solicitation Timeline. All inquiries must be made in writing to the Issuing Officer identified in Section C.5. Questions may be sent by US Mail, email, fax or may be hand delivered. (Email is preferred and encouraged.) **No telephone inquiries will be accepted.** Any information received through any oral communication will not be binding on the Department and should not be relied upon by a prospective vendor.

The Department’s response to questions received will be posted as an addendum to this ITN as specified in Section C.6, Solicitation Timeline. Any addenda or written answers supplied by the Department’s Issuing Officer to participating prospective vendors’ written questions, become part of this solicitation.

For the purposes of this solicitation, all references to the term “prospective vendor” shall mean a person(s), firm(s), or corporation(s) intending to submit or submitting a response to this solicitation. All references to “responsive vendor” shall mean a person(s), firm(s), or corporation(s) submitting a response meeting the mandatory submission requirements of this solicitation. All references to the terms “awarded vendor” shall mean a person(s), firm(s), or corporation(s) with whom the Department conducted negotiations and determined to be the

responsive and responsible vendor that will provide the best value to the state, based on the selection criteria, and with whom the Department intends to enter into a contract. (NOTE: The terms “respondent,” “vendor,” and “contractor” are used throughout this ITN interchangeably.)

C.10 Public Dissemination of Scores

The Department will hold a public meeting of the evaluation committee for the purpose of discussing and recording the evaluators’ independent scores of the responsive vendors. The evaluators and the Bureau of Purchasing and Contracts will be the only participants. The public will be permitted to attend for the purposes of observing and listening to the committee’s discussion at this meeting, but will not be permitted to participate.

C.11 Demonstrations

The Department reserves the right to request prospective vendor(s) to demonstrate that equipment and other items related to the Print Solution operate as intended by this ITN prior to final determination of contract award. The procedure to be utilized is described in Attachment F, Section F.7.

C.12 Solicitation Addenda:

If the Department finds it necessary to supplement, modify, or interpret any portion of the ITN package during the solicitation period, a written addendum will be posted on the VBS. Prospective vendors may be required to acknowledge receipt of addenda in writing. Notice of such requirement will be posted with the addenda on the VBS. A representative who is authorized to contractually bind the prospective vendor must sign any addenda to this ITN.

It is the prospective vendor’s responsibility to check the VBS periodically for any information or updates to this ITN. The Department bears no responsibility for any consequences associated with a prospective vendor’s failure to obtain the information made available through the VBS.

C.13 Cost of Response Preparation:

Neither the Department nor the state of Florida is liable for any of the costs incurred by prospective vendors in preparing and submitting a response to this ITN.

C.14 Response Guarantee:

The original response must be accompanied by a guarantee payable to the state of Florida in the amount of **\$100,000.00** and for which the prospective vendor must be the guarantor. If responding as a joint venture/legal partnership, at least one partner of the joint venture/legal partnership shall be the guarantor.

The form of the response guarantee shall be a bond, cashier’s check, treasurer’s check, bank draft, or certified check. A bond used as a response guarantee shall be issued by an insurance company licensed by the State of Florida, Department of Financial Services. The Department **will not** accept a letter of credit in lieu of the response guarantee. Surety bond insurers must comply with Section 287.0935, F.S. If standard industry bond forms are utilized, they should be the most current version.

All response guarantees will be returned within thirty (30) days upon execution of the legal contract with the awarded vendor. If the awarded vendor fails to execute a contract within twenty (20) consecutive calendar days after a contract has been presented to the awarded

vendor for signature, the response guarantee shall be forfeited to the State. The response guarantee from the awarded vendor will be returned only after the Department has received the performance bond required under this ITN.

The "response guarantee" is a firm commitment such as a bid bond or certified check accompanying the response as assurance that the prospective vendor shall, upon the Department's acceptance of the vendor's response, execute such contractual documents as may be required within the time specified.

FAILURE TO INCLUDE THE RESPONSE GUARANTEE WITH THE RESPONSE SUBMISSION WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.

C.15 Performance Bond:

A performance bond in the amount of **\$5,000,000.00** shall be furnished to the Department by the awarded vendor. The performance bond shall be issued by an insurance company licensed by the State of Florida, Department of Financial Services. Surety bond insurers must comply with Section 287.0935, F.S.

The bond shall reflect on its face language guaranteeing the awarded vendor's performance of the resulting contract between the Department and the awarded vendor as to all terms and conditions thereof throughout the full term thereof¹, and shall indemnify and save harmless the Department from any and all costs and damages whatsoever that could be claimed or assessed by reason of the awarded vendor's default or for breach of any term of the resulting contract. The bond must be furnished to the Issuing Officer identified in Section C.5, within five (5) calendar days after execution of, and prior to commencement of any work under, the resulting Contract.

The Department shall approve the performance bond in writing. The performance bond requirement shall remain in effect for the full term of the resulting Contract, including any renewal period. The Department shall be named as the beneficiary of the awarded vendor's bond. The bond shall provide that the insurer or bonding company(ies) pay losses suffered by the Department directly to the Department.

The cost of the performance bond will be borne by the awarded vendor. Failure to maintain the bond is considered a breach of the Contract.

Should the Awarded Contractor terminate the resulting Contract prior to the end of the resulting Contract period (other than as may be permitted under the Contract), or should the Department terminate the resulting Contract in regard to any breach or failure to perform (including failure to pass any UAT or pilot review/testing), an assessment against the bond will be made by the State to cover the costs of issuing a new solicitation and selecting a new contractor, as well as any and all damages whatsoever that could be claimed or assessed by reason of the contract termination.

A performance bond in the amount specified in Table 1, Performance Bond, below shall be furnished to the Department by the Contractor each year for all years of the Contract term.

¹ Performance bonds that are submitted annually shall guarantee performance for the full period covered by the bond (i.e., one year).

Table 1 Performance Bond	
Bond Effective Date	Performance Bond Amount
Years One (1) through Three (3) of the Initial Contract Term	\$5,000,000
Years Four (4) through Six (6) of the Initial Contract Term	\$5,000,000; If reduced, \$2,500,000 ²
All Renewal Years	\$5,000,000; If reduced, \$2,500,000 ³

The performance bond for Year One shall be furnished to the Department's Bureau of Purchasing and Contracts, 2900 Apalachee Parkway, MS#31, Tallahassee, FL 32399-0500, within ten (10) days after execution of the Contract and prior to commencement of any work under the Contract.

The performance bond for Year Two, Year Three, and all remaining years (as applicable), shall be submitted no later than thirty (30) days prior to the start of the year for which the bond is being submitted and shall be provided to the Department's Bureau of Purchasing and Contracts at the aforementioned address. A copy of all performance bonds shall be submitted by the Contractor to the Department's Contract Manager. No payments will be made to the Awarded Contractor until the performance bond is in place and approved by the Department in writing. This shall apply to all payments made under the Contract during all years of the Contract term.

C.16 Prohibition of Gratuities:

By submission of a response, a prospective vendor certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, F.S. Any contract issued as a result of this ITN may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

C.17 Number of Awards:

The Department seeks to contract with one (1) vendor to perform the services as outlined in Attachment D, Scope of Services, Section D.2, Purpose.

C.18 Negotiation Process:

The Department intends to conduct negotiations with one or more responsive and responsible respondents whose replies demonstrate an understanding of, and ability to best meet, the Department's needs in regard to this ITN. Negotiations shall be face-to-face with representatives capable of binding the respondent to contractual terms, and respondents should plan accordingly. If an event beyond the Respondent's control occurs (e.g., weather causing a travel delay), the Department shall have the sole discretion to conduct negotiations with the affected respondent(s) in whatever manner best meets the Department's needs, including via telephone.

² The bond amount for any year during Years Four through Six (inclusive) may be reduced at the Department's sole discretion. The Contractor must submit a request for reduction of the bond no later than sixty (60) days prior to expiration of the current bond period.

³ The bond amount for any year during the renewal term may be reduced at the Department's sole discretion. The Contractor must submit a request for reduction of the bond no later than sixty (60) days prior to expiration of the then-current bond period.

The Department may: negotiate with respondents in any order (typically, the order of ranking will be based on the final evaluation scores); negotiate with respondents consecutively or sequentially; schedule all negotiations for one day or on separate days; require additional demonstrations or documentation to fully or better understand what the respondent is offering or is capable of performing; and limit the number of individuals attending negotiations on behalf of a respondent. The Department may also terminate negotiations at any time with any or all respondents or extend negotiations with any or all respondents if to do so is in the Department's best interests.

After the Department determines that sufficient negotiations have been conducted, Best and Final Offers will be requested for final consideration. The Department is under no obligation to award a contract as a result of negotiations.

Further information regarding the negotiation process will be provided to respondents invited to negotiate by the Bureau of Purchasing and Contracts.

C.19 Type of Contract Contemplated:

The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Awarded Vendor's Cost Response or Best and Final Offer (whichever is lower).

A copy of the Department's sample contract containing all requirements is included as Attachment L, Sample Contract. The prospective vendor should closely review the requirements contained in the sample contract. Modifications proposed by the prospective vendor will not be considered. This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful vendor's response and Best and Final Offer, shall be incorporated by reference in the final contract document.

C.20 Term of Contract and Optional Renewal Term:

The term of the Contract contemplated by this ITN is six (6) years, with an optional renewal term of six (6) years. Exercise of the renewal option shall be at the Department's sole discretion and shall be conditioned upon successful performance of the Contract and subject to appropriation of funds.

The Department reserves the right to structure the renewal term as a single six-year period, or multi-year periods in any combination (e.g., six one-year periods; two three-year periods; etc.).

The Contractor must provide its Print Solution (i.e., all items defined as comprising the Print Solution) to transition from the Department's current contractor's system on or before December 31, 2017, or as otherwise required by the Department.

In accordance with Section 287.057(13), F.S., a contract resulting from this ITN may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewal of the resulting Contract shall be in writing and is subject to the same terms and conditions as set forth in the original contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Department, are subject to the availability of funds, and are optional to the Department.

Pursuant to Chapter 2010-151, Laws of Florida, Section 47, the Department shall review existing contract renewals and re-procurements with the awarded vendor in an effort to reduce contract payments by at least 3 percent (3%), but not affect the level and quality of services.

C.21 Venue:

The Contract resulting from this ITN shall be performed in the state of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of the resulting Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the resulting Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

C.22 Inspection of Records and Work Performed:

The State and its authorized representatives shall, at all reasonable times, have the right to enter the awarded vendor's and subcontractor's (if applicable) premises, or other places where duties under the resulting Contract are performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The awarded vendor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the resulting Contract for a period of five (5) years after termination of the resulting Contract and any renewal term, if exercised, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

During any resulting Contract period, all records related to the Contract shall be available at the awarded vendor's office at all reasonable times. After the resulting Contract period and any renewal period, if exercised, and for five (5) years following, the records shall be available at the awarded vendor's chosen location subject to the approval of the Department. If the records need to be sent to the Department, the awarded vendor shall bear the expense of delivery.

Refusal by the awarded vendor to allow access to all records, documents, papers, letters, other materials, or on-site activities related to Contract performance shall constitute a breach of the resulting Contract. The right of the Department and its authorized representatives to perform inspections shall continue for as long as the awarded vendor is required to maintain records. The awarded vendor will be responsible for all storage fees associated with the records maintained under the resulting Contract.

C.23 Accounting:

The awarded vendor shall maintain an accounting system and employ accounting procedures and practices that conform to Generally Accepted Accounting Principles and Standards. All charges applicable to the resulting Contract's customers/clients shall be readily ascertainable from such records with respect to the Contract.

C.24 Performance/Compliance Reviews and Monitoring:

The Department may conduct, or have conducted, periodic performance and/or compliance reviews, or reviews of specific record(s) or other data as determined by the Department. Reasonable notice shall be provided for reviews conducted at the awarded vendor's place of business.

Reviews may include, but shall not be limited to, reviews of procedures, computer systems, accounting records, and internal quality control. The awarded vendor shall work with any reviewing entity selected by the Department.

C.25 EEO Compliance:

The awarded vendor shall not discriminate in its employment practices with respect to race, color, religion, age, sex, marital status, political affiliation, national origin, or handicap except as provided by law.

C.26 Lobbying:

If the Contract to be awarded as a result of this ITN is funded in part by federal funds, the awarded vendor shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the awarded vendor, subcontractor(s) (if applicable), or any authorized agent. Certification forms shall be filed by the awarded vendor and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities, and the disclosure forms shall be used by the awarded vendor and all subcontractors to disclose lobbying activities in connection with this project that have been or shall be paid with non-federal funds.

The awarded vendor shall comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

C.27 Applicable Laws and Regulations:

The awarded vendor agrees to comply with all applicable federal and state laws and regulations governing the resulting Contract and all service delivery thereunder.

C.28 MyFloridaMarketPlace Vendor Registration and Transaction Fee:

1. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code (F.A.C.), unless exempt under Rule 60A-1.030(3), F.A.C..

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any prospective vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system must do so within five (5) days after posting of intent to award.

Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

2. MyFloridaMarketPlace Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(22), F.S., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to Rule 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.

The 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 Contract.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

C.29 Florida Department of State:

The awarded vendor shall be registered with the Florida Department of State as an entity authorized to transact business in the State of Florida by the effective date of the resulting Contract.

C.30 Insurance:

The awarded vendor (Contractor) must not commence any work in connection with the resulting Contract until it has obtained all of the following types of insurance indicated below, and such insurance has been approved by the Department. Further, the Contractor shall not allow any subcontractor (if applicable), to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

1. **WORKERS COMPENSATION INSURANCE:** The Contractor must take out and maintain during the life of the resulting Contract, Worker's Compensation Insurance for all of its' employees connected with the work of this project and, in case any work is sublet, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under the resulting Contract at the site of the project is not protected under the Workman's Compensation statute, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of his employees not otherwise protected.
2. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** During the Contract term, the Contractor, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the nature, extent, and

scope of the resulting Contract. Providing and maintaining adequate insurance coverage throughout the contract term is a material obligation of the Contractor and a condition of the contract. The limits of coverage under any policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the resulting Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

3. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Contractor shall require each of its subcontractors (if applicable), to secure and maintain during the life of the subcontract, insurance of the type specified above, or insure the activities of his subcontractors in his policy as specified above.
4. **LOSS DEDUCTIBLE CLAUSE:** The Department must be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The awarded vendor's current certificate of insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days' written notice. The insurance company shall provide thirty (30) days' written notice of cancellation to the Department's Contract Manager, as well as to the Contractor.

The Contractor shall submit insurance certificates to the Department's Contract Manager evidencing such insurance coverage within thirty (30) days of Contract execution with the Department and shall ensure the Department's Contract Manager is provided with current insurance certificates during the term of the resulting Contract, including any renewal or extension period.

C.31 State Project Plan:

Within thirty (30) calendar days following award of the resulting Contract, the awarded vendor shall submit a plan addressing each of the four (4) objectives listed below, to the extent applicable to the services covered by this ITN. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives with the awarded vendor, prior to execution of the resulting Contract.**

1. **Vendor Diversity:** The State supports and encourages supplier diversity and the participation of small and minority business enterprises in state contracting, both as prime contractors and subcontractors (if applicable). The prospective vendor shall submit as part of this plan, its approach to supporting the State's vendor diversity program, and the intent of Section 287.09451, F.S.

Additional assistance may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/>.

2. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, F.S. provides that, where identical tie responses are received, preference shall be given to a response received from a prospective vendor that certifies it has implemented a drug-free workplace program. **If applicable, the prospective vendor shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as Attachment M, to certify that the prospective vendor has a drug-free workplace program.** Attachment M, Certification of Drug-Free Workplace

Program, shall be labeled and tabbed separately and **should be included with the original response only.**

3. **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, the resulting Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of the resulting Contract the person, firm or other business entity carrying out the provisions of the resulting 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 prospective vendor shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Prospective vendors proposing the use of RESPECT as a subcontractor (if applicable), shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DHSMV Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **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, the resulting 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 the resulting Contract the person, firm or other business entity carrying out the provisions of the resulting 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.pride-enterprises.org/>.

The prospective vendor shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Prospective vendors proposing the use of PRIDE as a subcontractor (if applicable), shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DHSMV Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

C.32 Response Clarification:

Before award, the Department 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.

C.33 Joint Ventures and/or Legal Partnerships:

Joint ventures or legal partnerships shall be viewed as one (1) prospective vendor. Authorization for signatures provided by a joint venture/legal partnership shall have authorizations attached thereto and must be submitted with the response submission.

C.34 Posting of Notice of Intent to Award:

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in Section C.6, Solicitation Timeline, and will remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

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ATTACHMENT E

ITN REPLY SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

E.1 General Instructions for Reply¹ Preparation and Submission:

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this ITN. This special instruction takes precedence over Attachment A, General Instruction #3.

The instructions for this ITN have been designed to help ensure that all vendor responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information that is not submitted in compliance with these instructions is subject to rejection and will not be reviewed or evaluated if related to a mandatory response requirement. (NOTE: Mandatory response requirements utilize the words "shall," "must," or "will.")

An original response and seven (7) duplicate paper copies, in a sealed package, must be submitted to the Issuing Officer identified in Attachment C, Special Conditions, Section C.5, no later than the time indicated in Attachment C, Special Conditions, Section C.6, Solicitation Timeline, for receipt of responses. The original sealed response shall be marked as the "original" and shall contain the transmittal letter that bears the original or a printed electronic signature of a corporate officer authorized to bind the vendor to formal contract agreements. **The package that contains the "original" response shall be marked "Contains Original" and shall contain all marked originals.** Responses may be submitted via U.S. Mail, Courier, or by hand delivery. Responses sent by fax or email will not be accepted. **Responses received after the date and time specified in Section C.6, Solicitation Timeline, will not be opened or considered.**

Hard copy responses should be bound individually and submitted in three (3) ring binders or secured in a similar fashion to contain pages that turn easily for review. All pages must be numbered, identify the ITN number, and include the prospective vendor's name.

The prospective vendor should also submit an equal number of electronic copies of the response. The electronic format shall be submitted on CD, DVD-ROM or USB thumb drive. The software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or greater. These electronic files must be logically named and easily mapped to the hard copy submittal. The electronic media should be clearly labeled in the same manner as the hard copies.

All submittals received by the date and time specified in Attachment C, Special Conditions, Section C.6, Solicitation Timeline, become the property of the state of Florida and shall be a matter of public record subject to the provisions of Chapter 119, Florida Statutes (F.S.). The state of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in regard to this ITN. Selection or rejection of the response shall not affect this right.

Any portion of the submitted response which is asserted to be exempt from disclosure under Chapter 119, F.S., shall be set forth on a page or pages separate from the rest of the submission. Each page of the portion(s) asserted to be exempt shall be clearly marked "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked "Trade Secret as defined in Section 812.081, F.S.". Failure to segregate and identify such portions shall

¹ "Response" and "reply" are used interchangeably and mean the document submitted in response to, and in accordance with, this ITN by a prospective vendor.

constitute a waiver of any claimed exemption and the Department will provide such records in response to public records requests without notifying the prospective vendor. Designating material simply as “proprietary” will not necessarily protect it from disclosure under Chapter 119, F.S.

All information (other than redacted information) included in the response (including, without limitation, technical and cost information) and any resulting Contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status, unless redacted pursuant to the terms described below. Submission of a response to this ITN shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

In addition to the original response and seven (7) duplicate paper copies, the prospective vendor must also submit one (1) hard and one (1) electronic redacted copy of the response suitable for release to the public. Any confidential or trade secret information covered under Section 812.081, F.S., should be either redacted or completely removed. The redacted response shall be marked as the “redacted” copy and contain a transmittal letter authorizing release of the redacted version of the response in the event the Department receives a public records request.

E.2 The ITN reply shall consist of the following parts:

A. Original Response Mandatory Documentation

1. Transmittal Letter

This letter **is mandatory** and serves as the document covering transmittal of the reply package, as well as verification of vendor name, address, and Federal Employer Identification (FEID) Number. The Transmittal Letter should be included in the original reply. The letter must provide the name, title, address, telephone number, original signature and email address of the official vendor contact and an alternate, if available. These individuals shall have the authority to bind the vendor to a contract and shall be available to be contacted by telephone and to attend meetings as may be appropriate.

2. Response Guarantee

The response guarantee **is mandatory** and shall be included with the transmittal letter and should be included with the original reply, as specified in Attachment C, Special Conditions, Section C.14, Response Guarantee, of this ITN.

The above mandatory documentation (Items 1 and 2) shall be labeled and tabbed separately and **should be included with the original reply only**.

FAILURE TO SUBMIT THE MANDATORY DOCUMENTATION OUTLINED ABOVE IN THE REPLY (ITEMS 1 and 2), AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR’S REPLY.

3. Required Certifications

The following certifications, contained in Attachment I, Required Certifications, are required and must be submitted with the response:

- **Acceptance of the Contract Terms and Conditions** - certifying that the prospective vendor accepts the terms and conditions as specified in this ITN and in the Department’s Sample Contract (Attachment L).

- **Organizational Conflict of Interest Certification** - certifying that the prospective vendor, its subcontractors (if applicable), subsidiaries, and partners, have no existing relationships, financial interests, or other activities which create any actual or potential organizational conflicts of interest relating to the award of a contract for this solicitation, and must comply with Section 287.057(17)(a)1, Florida Statutes (F.S.)

Attachment I, Required Certifications, shall be labeled and tabbed separately and **should be included with the original response only**.

FAILURE TO SUBMIT ATTACHMENT I, REQUIRED CERTIFICATIONS SIGNED BY AN AUTHORIZED OFFICIAL, OR SUBMITTING A SIGNED ATTACHMENT I WITH ANY EXPLANATION(S), CAVEAT(S), QUALIFICATION(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.

4. Secure CIPS Facility

The Respondent shall submit Attachment J, CIPS Facility Certification, identifying the location of the CIPS Facilities, Primary and Secondary, as described in Attachment D, Scope of Services, Section D.6., Credential Print Solution Requirements subsection 5), Secure CIPS Facility Requirements.

Attachment J, CIPS Facility Certification, shall be labeled and tabbed separately and **should be included with the original reply only**.

FAILURE TO SUBMIT ATTACHMENT J, CIPS FACILITY CERTIFICATION, AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S REPLY.

5. Independent Laboratory Certification

The Respondent shall submit Attachment K, Independent Laboratory Certification, completed by an accredited independent laboratory or a nationally recognized organization qualified to render such certifications, verifying that the Respondent's credential security features and the durability of its card material have been tested and meet or exceed applicable AAMVA standards and the requirements of this ITN in regard to the Credential Design Samples submitted as required in Item 8., Credential Design Samples, below.

Attachment K, Independent Laboratory Certification, shall be labeled and tabbed separately and **should be included with the original reply only**.

FAILURE TO SUBMIT ATTACHMENT K, INDEPENDENT LABORATORY CERTIFICATION, AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S REPLY.

(No points will be awarded for Items A.1 thru A.5 above)

6. Past Performance - Client References (Must be provided on pages provided in Attachment G)

In the space provided on Attachment G, Past Performance - Client References, the prospective vendor must list all business names under which it has operated during the last five (5) years. Also, in the spaces provided on Attachment G, Past Performance - Client References, the prospective vendor must provide the information indicated for three (3) separate and verifiable, Non-DHSMV (Department of Highway Safety and Motor Vehicles) clients.

Each of the clients listed must be able to attest that the prospective vendor provided the following:

- a) Print solution-related services as the primary contractor (as opposed to subcontractor) for a jurisdiction that complies with AAMVA standards for credential production. The vendor must have produced at least 500,000 AAMVA-compliant credentials for the jurisdiction per year for a continuous period of at least five (5) years. **NOTE: At least one of the clients must be able to attest that the period of continuous service delivery was at least five (5) years;** the remaining two (2) clients are not required to attest to this time frame, but must attest that all other requirements were met.
- b) The client must describe the print solution-related services, which must be similar to the scope of the ITN in order to be considered.

NOTE: With the exception of the 5-year continuous service delivery period, all client references must verify items (a) and (b) above. Client Reference #1 must also attest that vendor's period of continuous service delivery was at least five (5) years. Failure to verify this information as required will result in a score of "0" for the entire reference.

The same client may not be listed for more than one (1) reference and confidential clients shall not be included. In the event the prospective vendor has had a name change since the time work was performed for a listed reference, the name under which the prospective vendor operated at that time must be provided in the space provided on Attachment G, Past Performance - Client References.

Clients that are listed as subcontractors in the response will not be accepted as Past Performance references under this ITN. Entities having an affiliation with the prospective vendor (i.e., currently a parent or a subsidiary having common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be accepted as Past Performance references under this ITN.

If the required information in a) and b) above is verified, the Department will attempt to contact the three (3) client references provided by the prospective vendor to complete the Evaluation Questionnaire for Past Performance. If a client reference does not provide a score for any particular question identified on the questionnaire, the Vendor will receive a score of zero (0) for that question. References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone up to four (4) times based on the contact information provided by the prospective vendor. In the event the contact person, or alternate, indicated cannot be reached following four (4) total attempts, the prospective vendor will receive a score of zero (0) for that reference evaluation. The Department will not attempt to correct contact or any other information provided by the prospective

vendor and will not independently attempt to obtain contact information for any client reference.

Attachment G, Past Performance - Client References, shall be labeled and tabbed separately and should be included with the **original reply only**. *(This section is worth a total maximum of 84 points with each reference eligible to receive a maximum of 28 points.)*

FAILURE TO SUBMIT ATTACHMENT G, PAST PERFORMANCE - CLIENT REFERENCES, AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S REPLY.

7. Cost Proposal (Must be submitted on Attachment H)

The Respondent shall complete and submit one (1) original of the Cost Proposal (Attachment H), **with its original reply**, which shall be labeled and tabbed separately. *(This section is worth a total maximum of 1,000 points with a maximum raw score of 5 points.)*

The intent of this ITN is to solicit firm fixed prices for the costs associated with provision of a print solution as defined in Attachment D, Scope of Services, Section D.5, Definitions and Acronyms. **The Department will not agree to caveats in the proposed prices. A reply which includes caveat language for pricing will be viewed as a conditional reply and the Department will reject the reply.**

FAILURE TO SUBMIT ATTACHMENT H, COST PROPOSAL, AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S REPLY.

8. Credential Design Samples

- a) The Respondent shall submit with their ITN reply, a minimum of two (2) **credential designs** of each of the following **credential types (minimum of six total designs)**:
- 1) "21 and over" driver license;
 - 2) "Under 21" driver license; and
 - 3) Identification card.

The Respondent shall provide a full description of each credential design's substrate, Level 1 and 2 security features, and other features.

Each set of credential design samples will be evaluated as outlined in Attachment F, Evaluation Criteria, Section F.4, Evaluation of Credential Design Samples, for the purposes of ensuring that the design incorporates all of the requirements referenced in Section D.6., Credential Print Solution Requirements, subsection 3), Credential Requirements, sub-item 1., Credential Design.

- b) The Respondent must also submit a minimum of fifteen (15) sample credentials of each **credential design** for each **credential type** for a minimum of ninety (90) total samples. **These samples will not be evaluated.**

Each of the three (3) sets of credential design samples addressed in (a) above, shall be clearly labeled and secured as a separate set, and all sets **should be packaged together and included under one tab with the original reply only**. Each of the three (3) sets of 15 credentials in (b) above, shall be labeled and packaged together as separate sets. The three sets of 15 **should be included under a different tab with the original reply only**. *(This section is worth a total maximum of 1,022 points.)*

FAILURE TO SUBMIT THE CREDENTIAL DESIGN SAMPLES DESCRIBED ABOVE WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S REPLY.

B. Technical Response²

1. Table of Contents

The prospective vendor shall include a Table of Contents in its response. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers. ***(No points will be awarded for the Table of Contents.)***

2. Executive Summary

The prospective vendor shall include an executive summary, no longer than ten (10) single-sided pages in length, that demonstrates the prospective vendor's overall understanding of the need for and purpose of the project and describes the salient features of the prospective vendor's technical response. ***(No points will be awarded for the Executive Summary.)***

3. Organizational Structure, History and Experience

The prospective vendor shall include evidence of its capability to provide the services required in this ITN by describing its organizational structure, history and experience. ***(This section is worth a maximum of 15 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall provide:

- a. An organizational chart and a detailed description of the prospective vendor's organizational structure, history, legal structure, ownership, affiliations, and location(s);
- b. A synopsis of corporate qualifications, indicating the prospective vendor's abilities to implement, manage, and maintain a print solution as described in Attachment D, Scope of Services; and
- c. A summary of projects performed by the prospective vendor similar to the print solution described in this ITN. The summary shall include each project scope, the outcomes of each project, including barriers/complications encountered and resolutions enacted, and identification of cost savings.

4. Credential Print Solution Requirements

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D., Scope of Services, Section D.6, Credential Print Solution Requirements. ***(This section is worth a maximum of 580 points with each component in each sub-section being worth a maximum of 5 points.)***

² Some of the items (i.e., ITN requirements) listed in this section are taken directly from Attachment D, Scope of Services as-written and may not grammatically or syntactically match other sections of Attachment E. For all items, prospective vendors should provide sufficient detail to permit for evaluation of the vendor's individual approach and methodology. Vendors are cautioned against merely repeating the words in the requirement itself, as this may impact the scores assessed by the evaluators.

a. General Print Solution/System Requirements (*This sub-section is worth a maximum of 25 points.*)

At a minimum, the prospective vendor shall describe the following:

- 1) Vendor's print solution's capabilities for meeting overall daily production needs.
- 2) The plan to ensure that credentials produced have the same security features and are made of the same substrate, regardless of print location.
- 3) The plan to furnish and deliver all necessary supplies and consumables for the successful operation of the print solution.
- 4) The plan to provide and maintain a sufficient quantity of supplies and consumables at each location to ensure no disruption in office operations.
- 5) The plan to store and maintain a supply of credential production materials at the Vendor's facility.

b. Credential Requirements (*This sub-section is worth a maximum of 50 points.*)

1) Credential Design

At a minimum, the prospective vendor shall describe the following:

- a) Vendor's overall plan and approach for ensuring that credentials are designed in accordance with AAMVA standards and the requirements in the ITN.
- b) The plan for working with the Department on layout and design and for meeting the time frames for design approval. The plan should address all items required in order to produce the approved credential design. If backdrops or similar items are required as part of the approved design, the plan shall address provision of all items in a manner that ensures production requirements are met at each Agency Site/Field Office.

2) Credential Design/Format Changes

At a minimum, the prospective vendor shall describe the following:

- a) The overall plan for timely developing, completing, and implementing card design/format changes requested by the Department.
- b) The steps to be taken to ensure any approved design change passes the UAT Compliance Review.

3) Card Materials and Credential Security Features Requirements

At a minimum, the prospective vendor shall describe the following:

- a) The plan and approach for reviewing credential security features, at least annually, to ensure that no feature has been compromised or has become obsolete and for certifying the review findings to the Department.
- b) The plan for development and implementation of an acceptable and timely Security Modification Plan meeting all requirements of the ITN and addressing replacement or redesign of security features identified as compromised or obsolete.

4) Credential Durability

At a minimum, the prospective vendor shall describe the following:

- a) The plan for ensuring that the materials and manufacturing processes used for the production of credentials will permit the credential to remain intact and capable of continuous use as intended, normal wear and tear excepted, during the entire credential validity period.
- b) The plan for ensuring that information on the credential such as the photograph/image, signature image, machine-readable data and security features, does not fade, and remains clearly legible, readable, distinguishable, functional, and intact during the entire credential validity period.
- c) The plan for meeting the Department's requirements in regard to durability testing and for addressing and correcting deficiencies found during testing.
- d) The overall plan and approach to addressing and replacing any credential that does not remain intact during the credential validity period, other than as a result of normal wear and tear. The plan should also include identification and replacement of credentials that do not remain intact due to batch, lot, or production run issues, and credentials that do not remain intact that were produced during the same time frame (e.g., during the same year, but not necessarily from the same batch, lot, etc.).

c. Software Requirements and Application Software Interface (This subsection is worth a maximum of 80 points.)

1) General Software Requirements

At a minimum, the prospective vendor shall describe the following:

- a) The plan to ensure the print solution will include all necessary software that will allow for programmatic integration with the printing process via a Software Interface ("API" or Application Programming Interface).
- b) The plan to provide all rights necessary to grant the Department unlimited licensure for use of the print solution, other than for sale or lease.
- c) The plan to ensure all required software is: continuously maintained by qualified personnel; timely updated upon availability of version upgrades and up-to-date security patches, with all available documentation; **and** remains compatible with all application software and equipment installed at any time during the contract term.
- d) The plan to provide a system for acceptance and non-acceptance, by the Department, of any software updates.
- e) The plan to provide qualified staff having sufficient expertise to make recommendations for vendor-supplied software configurations.
- f) The plan to ensure that software is capable of running on the Microsoft Windows 7 Operating System, the most current version (as of the date

replies are due) of Microsoft Windows, and continues to function as Service Packs, Security Patches, Hot Fixes, and major releases of the Microsoft Operating System are made available and deployed as part of the Department's software management lifecycle.

- g) The plan to periodically (at least once per year), review and update technical bulletins and user guides and provide any updates to the Department.
- h) The plan to correct and/or remedy any programming error that is attributed to the Vendor and for ensuring that these actions are taken in a time frame agreed to by the Department.
- i) The plan for ensuring that additional software not included in the ITN reply, BAFO or executed Contract, required during the contract term is supplied and updated at no additional cost to the Department.
- j) The plan for ensuring that all software utilized in vendor's print solution resides locally in the office where the credential is printed with the exception of Inventory Management System (IMS) software.

2) Application Programming Interface Requirements

At a minimum, the prospective vendor shall describe its plan for meeting the following software-related requirements for the API to ensure service delivery as contemplated in the ITN and addressing each item below:

- a) The API must be accessible using a secure web transport layer Secure Hyper Text Transfer Protocol (HTTPS).
- b) The API must be implemented as a Representational State Transfer (REST) web service.
- c) The API must provide the following functionalities as service operations:
 - 1. **Credential Printing (Specific Printer):** The API must allow a credential printing request to be sent to a specific printer.
 - 2. **Credential Printing (Round-Robin):** The API must allow a credential printing request to be sent to a farm of printers so that printing load is balanced against all credentials. This functionality must also return the specific printer identifier that the credential was printed on.
 - 3. **Print Job Status Reporting:** The API must allow reporting the status of a print job.
 - 4. **Provide List of Printers:** The API must provide a list of available printers.
 - 5. **Provide Inventory Control Number:** The API must provide the inventory control number after each print.
 - 6. **Delete Print Jobs:** The API must allow pending print jobs to be deleted/cancelled.
- d) The print solution must provide the capability to use multiple network printers from a single workstation, alternating between the printers. While multiple network printers are attached, the network must continue operating even if one of the printers becomes inoperative.

- e) The print solution must have the ability to notify the operator when materials need to be changed or added.
- f) The Software must implement a Callback Method to a Department Web Service upon the status change of a print job.

d. Secure CIPS Facility Requirements (This sub-section is worth a maximum of 155 points.)

Describe the overall plan to provide, operate, and manage two (2) secure CIPS facilities (Primary and Secondary), located in accordance with the requirements in the ITN, and include details regarding how the vendor will provide and meet each of the items outlined below:

1) General Requirements

- a) Ensure each building is of appropriate design and construction to permit the production of secure credentials in accordance with all applicable requirements of the REAL ID Act, Department of Homeland Security's published implementation rules, and the Department's security policies;
- b) Provide all equipment and software necessary for the operation of the secure CIPS facilities, including any upgrades;
- c) Ensure that each facility is capable of communicating with the State Data Center through secure methods as determined by the Department, and at a minimum, using SFTP and web-services;
- d) Ensure servers in the CIPS facilities are redundant with failover and load balancing;
- e) Provide complete management of each CIPS facility, which shall include providing all staff and meeting all staffing and operational needs in order to ensure timely, quality credential production;
- f) Ensure only authorized individuals access a CIPS facility at any time;
- g) Report both physical and logical breaches within fifteen (15) minutes of identifying the breach, by phone **and** e-mail; and
- h) Provide building maintenance, upkeep, and repair of the CIPS facility, if a site other than the Kirkman Building is utilized.

2) Credential Production Data

- a) Ensure the transfer of information to and from each CIPS facility is over secure channels and that all data in transport is encrypted.
- b) Determine in conjunction with the Department, the best way to transfer data between the Department and the Contractor. Include vendor's capabilities for using SFTP and Web-Service Communications.
- c) Provide daily confirmation data to the Department for each print request file sent by the Department, which must include, at a minimum, the number of

print requests received by the Contractor that day validated against the number of print requests sent from the Department.

- d) At a minimum, transmit to the Department's software interface a list of daily transactions that were printed along with inventory control numbers and date/time for each credential printed.
- e) Provide a daily tracking report on all expedited print request records in an approved format.

3) Consumables for CIPS Facilities

- a) Provide all consumables used in the production of credentials at either secure CIPS facility.
- b) Keep a minimum of a sixty (60) business days' supply of consumables in stock at each CIPS facility at all times during the entire contract term to ensure no interruption of service related to shortages or unavailability of consumable materials.
- c) Identify and implement the use of Department-approved, replacement materials, in the event that any consumable needed for the production of any credential for the Department becomes unavailable, either temporarily or entirely (e.g., due to its discontinuance); **and** guarantee no interruption of service due to shortage or unavailability of consumables.

4) Credential Carrier Forms

- a) Ensure that the adhesive used to affix the credential to the credential carrier form is strong enough to hold the credential in place through the entire mailing process and is capable of easy removal by the customer.
- b) Ensure that the credential carrier forms are not smudged, wrinkled, torn, or otherwise damaged during the production process.
- c) Ensure that credentials are matched with the appropriate credential carrier and mailed to the correct address during the production process.
- d) Develop and implement Department-requested changes to the credential carrier from design once per contract year.
- e) Ensure that the credential carrier form contains space to accommodate 1,500 characters for variable messages by the Department.

5) CIPS Credential Mailing

- a) Ensure that printing and mailing of a credential occurs within two (2) business days from the date the print request was sent by the Department.
- b) Ensure that a sufficient supply of envelopes to meet demand, are marked with a return address as specified by the Department within one hundred-twenty days (120) prior to CIPS implementation.
- c) Ensure all envelopes are marked with "Do Not Forward" to prevent forwarding.

- d) Ensure that mail sorting services are provided.
- e) Ensure envelopes used for credential mailing are secure, properly sealed, and not smudged, wrinkled, torn, or otherwise damaged in the production process.

6) Expedited CIPS Processing

Provide expedited credential processing of CIPS requests received via the Department's online renewal portal. (Vendor should describe in detail its capabilities and readiness for implementing expedited credential processing.)

7) Invoicing for Credentials Produced at CIPS Facilities

- a) Maintain a USPS-accepted mail ledger.
- b) Ensure sufficient detail is provided on each invoice to allow the Department to reconcile credential counts reflected on the invoice with corresponding data in the Department's database systems.

8) Access to CIPS Facilities

- a) Verify credentials of authorized Department individuals or representatives and the ability to provide access for inspections with or without escort by authorized Contractor personnel.
- b) Maintain security protection to prevent unauthorized logical access to CIPS facilities that includes remote access and virus protection.

e. Equipment Delivery Locations and Specifications (This sub-section is worth a maximum of 50 points.)

Describe the plan to meet the Equipment and Delivery Locations and Specifications requirements outlined below:

- 1) Provide credential printers to all Agency Sites/Field Offices, all Mobile Licensing Units, and to any Agency Sites/Field Offices added during the term of the contract.
- 2) Standardize all equipment to ensure that credentials produced at all Agency Sites/Field Offices, Mobile Licensing Units, and the CIPS facilities contain all of the same security features and are made of the same substrate at all times during the contract term.
- 3) Ensure equipment delivered to each site is the same as the equipment negotiated under the ITN, proposed in the Awarded Contractor's Best and Final Offer ("BAFO"), and referenced in the Contract. Contractor shall maintain all equipment throughout the Contract term and be responsible for repair and replacement of equipment.
- 4) Ensure all credential printers are capable of being physically secured to the surface the printer is sitting on in order to deter theft; **and** ensure each credential printer is equipped with security features that deter unauthorized use and fraudulent issuance of credentials, regardless of the site of installation.

- 5) Ensure that, at a minimum, the credential printer is equipped with a security feature that, when enabled, allows the printer to operate and when disabled, renders the printer inoperable.
- 6) Ensure the printer size can fit within the available space in Agency Sites/Field Offices, and Mobile Licensing Units.
- 7) Ensure that the warm-up time, from a powered-off state at the beginning of the day (or anytime a powered-off state occurs) to the time the printer must be capable of producing a credential, does not exceed five (5) minutes. This includes the loading of consumables.
- 8) Ensure the time to close down and secure the printer at the end of the day does not exceed five (5) minutes, including removing secure consumables and the disabling of security features, as required.
- 9) Ensure each credential printer is capable of producing a minimum of forty-five (45) credentials per hour.
- 10) Ensure the credential printer has a means of verifying that the credential is in the IMS and the status in the IMS indicates that the Card is in an "issuable state" prior to printing.

f. Changes in Equipment Models, Consumables and Software (This sub-section is worth a maximum of 15 points.)

Describe the plan to provide changes in equipment model(s), consumables, and software, as well as the replacement of unavailable or discontinued equipment.

At a minimum, the prospective vendor's plan shall describe how the vendor will:

- 1) Provide to the Department advanced written notice if the Vendor desires to change any equipment, consumables, or software.
- 2) Identify and provide acceptable replacement equipment whenever equipment becomes unavailable or discontinued or the quantity of spares reaches a level less than what would normally be replaced in any six (6) month period and ensure no interruption of service due to shortage or unavailability of acceptable replacement equipment.
- 3) Update Contractor-supplied equipment as a result of operating system patches at no cost to the Department, during the entire Contract term.

g. Maintenance of Equipment, Systems, and Software (This sub-section is worth a maximum of 140 points.)

The vendor shall provide a Remedial Maintenance Plan and a Service Request Plan, which shall, at a minimum, include details regarding how the vendor will provide/meet the respective items listed below:

1) Remedial Maintenance

- a) An itemization of all remedial maintenance activities, including but not limited to, establishing a central dispatch office and maintenance centers,

and geographic locations with the coverage mapping for each center that the Contractor will utilize for delivery of maintenance services;

- b) Job descriptions, number of personnel to be assigned to remedial maintenance, and geographic location of support personnel;
- c) Detailed position description for the single point-of-contact to which the Department will report all remedial maintenance activities.
- d) An overview of vendor's remedial maintenance handling procedures from logging of a request for remedial maintenance through final resolution. Identify all steps that shall be complied with including logging, initial diagnosis, initial resolution, and escalation and final resolution. Address the hours of operation, expected wait times for service, and contact methods for reporting maintenance requests.
- e) Identification of Contractor expectations regarding participation by the Department and/or its agent(s) in the activities in the Remedial Maintenance Plan and dependencies between these activities.
- f) The availability of personnel to provide remedial maintenance during the principal period of maintenance.
- g) Stocking and maintaining of necessary levels of "hot spares" and spare parts to provide maintenance per the requirements, terms, and conditions of the ITN.
- h) Unlimited replacement parts and unlimited service requests to any and all Agency Sites/Field Offices during the principal period of maintenance.
- i) Assurance that only new parts approved by the original equipment manufacturer for the specific equipment being serviced will be used when replacement parts are required, and plan for requesting and obtaining Department approval if new parts are unavailable and manufacturer-certified refurbished parts must be used.
- j) Means by which Contractor personnel will contact the site requiring maintenance and how response times for maintenance requests as outlined in the ITN will be met.
- k) A central dispatch office during the principal period of maintenance to which the Department will place all requests for remedial maintenance. Address the provision of a toll free telephone number and how Contractor will ensure that sufficient telephone lines and personnel are in place during the principal period of maintenance and calls are answered as required in the ITN.
- l) An established high-priority escalation procedure for urgent or emergency requests, which the Department can utilize in order to bypass the normal process for requesting remedial maintenance.
- m) A procedure for acknowledging all requests for remedial maintenance to the Department through the Department's Service Manager System as required by the ITN, and for ensuring that the assigned reference number will be used when reporting required information or attempting to resolve associated problems.

- n) A procedure for notifying the site's office manager that remedial maintenance has been completed before Contractor personnel leave the site, and for addressing remedial maintenance that is incomplete. Describe the plan for updating the Service Manager System to report the site status and time of departure.
- o) The approach to establishing an escalation procedure whereby Field Technician service personnel assigned to perform remedial maintenance may receive assistance in problem determination and/or resolution, if necessary, to ensure a timely repair of any equipment, component, or operating system.
- p) The procedure for timely replacing any system equipment/component for which remedial maintenance has been required more than three (3) times in a thirty day period and for inventorying the replacement equipment/component.
- q) The approach to ensuring that all print solution equipment and system components at each CIPS facility are maintained in the same manner as the equipment and components at all other sites.

2) Service Requests

- a) An outline of how the Contractor will interface with the Department's Change Management processes and how service requests will be handled and responded-to in keeping with the requirements and processes outlined in the ITN. Include the procedures/processes for submitting requests for additional systems, changes, or moves, for obtaining review and approval, and for all communication plans, testing plans and back out plans.
- b) Identification of Contractor expectations regarding participation by the Department and/or its agent(s) in the activities in the Service Request Plan and dependencies between these activities.
- c) A process for providing updates related to maintenance and service requests through the Department's Service Manager System. Address how notification that the request is received will be accomplished and describe the problem resolution process after all maintenance and service requests are routed to the Contractor's Service Coordinator via the Department's electronic Service Manager System.
- d) A procedure to ensure that any requests for service of equipment covered by the contract initiated by anyone other than those individuals working within TAC will not be responded to and for ensuring that only requests placed by TAC to the Contractor's central dispatch office will be responded to.

3) Preventive Maintenance

- a) A procedure to follow the Department's established Change Management Process for all planned changes to systems, components, or installations, which includes firmware upgrades, planned installations, and hardware upgrades, but does not include unplanned outages, or remedial maintenance repairs.

- b) The approach to ensure preventive maintenance will be scheduled on a regular basis as recommended by the original equipment manufacturer, and for logging all preventive maintenance in accordance with the ITN. Address how equipment will be identified and scheduled to receive preventive maintenance and when equipment will be scheduled for preventive maintenance.
- c) The approach to ensure preventive maintenance will be performed during normal operating hours at a time mutually agreed to by the site's office manager. Describe the plan to be used if maintenance requires the equipment to be inoperable or will otherwise interrupt agency office service.
- d) The approach to ensure the equipment is cleaned whenever the equipment is being repaired if the equipment is not included under a set preventive maintenance schedule, meaning its maintenance is on an "as needed" basis.

4) Operations and Maintenance Manuals

- a) The procedure to timely provide detailed manuals describing all operations and routine maintenance related to the proposed equipment and systems as required in the ITN.
- b) The procedure to provide editable, electronic manuals addressing both operations and maintenance, containing URL's, at no cost to the Department.
- c) The procedure to keep the required manuals up-to-date regardless of the form of the updates (e.g., paper, digital, etc.) and for making the update available electronically.

h. Inventory Management System (IMS) *(This sub-section is worth a maximum of 65 points.)*

Describe the plan to meet the following IMS requirements:

- 1) Ensure the IMS includes all required components; including all software and equipment used to monitor the quantity, location and status of inventory as well as the related shipping, receiving, use status and transfer process. **Note: Respondents shall indicate whether they wish to utilize Department equipment as part of their IMS in their submission to this ITN.**
- 2) Ensure that the proposed IMS has, at a minimum, the functionality outlined in Exhibit 10.
- 3) Ensure the inventory status is updated in real-time as the status of each consumable changes.
- 4) Control and document in the IMS the use of all consumables.
- 5) Include all consumables in the inventory/tracking within the IMS and ensure serialized consumables are traceable from the time the item is serialized by the Contractor or manufacturer through the following steps: distribution to the

issuing office; producing the credential; and, if applicable, destruction of materials.

- 6) Ensure that the inventory process for tracking serialized consumables is an automated process that does not require manual data entry.
- 7) Ensure that the IMS allows for each piece of trackable inventory to be reconciled at the beginning and end of each day.
- 8) Ensure that cards are shipped separately from other secure consumables and are packaged in lots of fifty (50) or less.
- 9) Ensure that the IMS provides for the transfer of inventory from one Agency Site/Field Office to another.
- 10) Ensure that the IMS can provide the Department with reports, including, but not limited to those identified in Exhibit 10, Calendar of Events and Listing of Additional Events, and that all reports are maintained on a daily, monthly, yearly, year-to-date and life-of-contract basis and can be accessible by Department staff electronically on-demand.
- 11) Ensure the destruction of used or wasted card materials and consumables in such a manner as to guarantee that no usable product can be produced therefrom, and ensure that electronic records of all destroyed materials are maintained and records are made available to the Department within twenty-four (24) hours of request.
- 12) Procedure for allowing the IMS to be audited by the Department at any time during regular business hours, including at any facility storing items tracked in the IMS.
- 13) Procedures for allowing auditing and reporting functions based on user roles at the following levels:
 - a. Global Administrator (All Offices)
 - b. Regional Administrator (Subset of All Offices Within a Region)
 - c. Office Administrator (Specific Office)
 - d. Office User

5. Preliminary Implementation Plan Requirements

The prospective vendor shall submit in the correct format, a comprehensive Preliminary Implementation Plan as described in Attachment D, Scope of Services, Section D.7, Preliminary and Final Implementation Plan Requirements. ***(This section is worth a maximum of 20 points with each component being worth a maximum of 5 points each.)***

At a minimum, the Preliminary Implementation Plan shall include:

- a. Outline of all steps necessary to meet the requirements of the ITN with specific timeframes, critical activities and tasks identified;
- b. Staff responsible for each activity/step;
- c. Key milestones to ensure successful completion of the project; and

- d. Identification of Vendor expectations regarding participation by the Department and/or its agent(s) in the activities to be contained in the Final Implementation Plan, and dependencies between these activities and implementation activities.

6. Lab, Development, and User Acceptance Testing (UAT) Sites and UAT Compliance Review

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.8, Lab, Development, and User Acceptance Testing (UAT) Sites and UAT Compliance Review. ***(This section is worth a maximum of 25 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The plan or approach for timely delivery and installation of all required equipment to the required sites, along with complete sets of operating manuals, specifications, and other manufacturer's materials regarding the functionality and operation of the equipment.
- b. The plan for maintaining each site during the contract term.
- c. The plan to work with the Department to successfully integrate the Vendor's proposed print solution, to include any equipment and software interface, with the Department's Capture software.
- d. The procedure for notifying the Department when the UAT site will be ready for UAT Compliance Review and the steps to be taken to ensure the UAT site passes the UAT Compliance Review within the required timeframe.
- e. The procedure for addressing a failed UAT Compliance Review, including means or method for timely correction of deficiencies and issues found during the review and for notifying the Department of the readiness for re-evaluation. Describe the plan for achieving compliance within the permitted time frame.

7. CIPS Integration and User Acceptance Testing (UAT)

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.9, CIPS Integration and User Acceptance Testing (UAT). ***(This section is worth a maximum of 20 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The procedure for notifying the Department when vendor is ready for CIPS integration.
- b. The plan to work with the Department to timely and successfully integrate the vendor's proposed CIPS print solution, to include any equipment and software interface, with the Department's CIPS application.
- c. The procedure for requesting the Department to conduct the CIPS UAT Compliance Review and the steps to be taken to ensure that CIPS Integration passes the CIPS UAT Compliance Review within the required timeframe.

- d. The procedure for addressing a failed CIPS UAT Compliance Review, including means or method for timely correction of deficiencies and issues found during the review and for notifying the Department of the readiness for re-evaluation. Describe the plan for achieving compliance within the permitted time frame.

8. CIPS Pilot

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.10, CIPS Pilot. ***(This section is worth a maximum of 20 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The approach to ensure that all equipment and vendor-supplied software making up a complete system are timely and successfully installed and tested, at the Primary CIPS Facility in accordance within the required timeframe.
- b. The plan to ensure the availability of vendor's Primary Personnel to the Department, by the means described in the ITN, to ensure that all components are operating within established specifications.
- c. The procedure for notifying the Department when the CIPS Facility is ready for pilot review and approval, and the steps to be taken to ensure the CIPS Facility passes a CIPS Pilot Compliance Review within the required timeframes.
- d. The procedure to address a failed CIPS Pilot Compliance Review, including means or method for timely correction of deficiencies and issues found during the review and for notifying the Department of the readiness for re-evaluation. Describe the plan for achieving compliance within the permitted time frame.

9. Training Labs

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.11, Training Labs. ***(This section is worth a maximum of 5 points)***

At a minimum, the prospective vendor shall describe the following:

The plan for delivering and installing the required print solution equipment (as well as all applicable operating manuals and specifications, and any unique cabling and accessories required for operation), and the required number of cards and all other necessary consumables,) to each of the five (5) agency field training labs, and vendor's plan and approach for ensuring all equipment is operational and functional and is maintained throughout the contract term. The plan shall also include restocking/replenishing of consumables at each training lab throughout the contract term.

10. Site Survey and Agency Site/Field Office Readiness

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.12, Site Survey and Agency Site/Field Office Readiness. ***(This section is worth a maximum of 25 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The plan for conducting timely site surveys of each Agency Site/Field Office to ensure all site and/or environmental requirements are considered in order for the site to be ready for installation of equipment and software.
- b. The approach for identifying all site and/or environmental issues that could cause an Agency Site/Field Office to not be ready for installation of vendor's equipment and software and of all conditions that could negatively impact the equipment installation and/or that could prevent or otherwise negatively impact operation of the equipment and/or software. The plan shall include a description of all modifications that could be required in order to permit the equipment and/or software to be successfully installed/operated (e.g., enhancements/upgrades to the sites electrical power supply).
- c. The procedure to identify the location within each Agency Site/Field Office for storage of de-installed equipment or to notify the Department when space cannot be located within a site and for addressing this issue.
- d. The means by which all Agency Site/Field Office survey results would be documented and the plan for confirming that all items included in Exhibit 3, Site Survey Report Form, are included. Describe how the survey results will be approved or confirmed by Department personnel, and for timely submitting the results to the Department.
- e. The procedure to be followed if the vendor arrives at a site that has not been prepared in compliance with the site/environmental requirements identified in the site survey and how this would be communicated to and worked-out with the Department in keeping with the time frames identified in the ITN.

11. Pilot to be Conducted

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.13, Pilot to be Conducted. ***(This section is worth a maximum of 25 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The plan to ensure that all equipment and Vendor-supplied software making up a complete system under the contract are timely and successfully installed and installation is confirmed, at each pilot Agency Site/Field Office in accordance with the schedule established by the Department.
- b. The plan to ensure that all vendor's Primary Personnel are available for each pilot Agency Site/Field Office during the pilot period, by the means described in the ITN, to ensure that all components are operating within established specifications.
- c. The procedure to notify the Department that the pilot Agency Site/Field Office is ready for Pilot Compliance Review and the steps to be taken to ensure each pilot site passes a Pilot Compliance Review within the required timeframes.
- d. The procedure for addressing a failed Pilot Compliance Review, including means or method for timely correction of deficiencies and issues found during the review and for notifying the Department of the readiness for re-evaluation. Describe the plan

for achieving compliance within the permitted time frames.

- e. A process for ensuring that a service log (using the Department's TAC Service Request Log example) is properly completed and maintained and at each pilot site, and the status of each maintenance/resolution is updated from original notification through resolution in the Department's Service Manager System.

12. Final Installation Schedule and Installation Requirements

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.14, Final Installation Schedule and Installation Requirements. ***(This section is worth a maximum of 40 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The plan to ensure installation of all equipment and software in all locations throughout the state will be within the required roll-out timeframe.
- b. The plan to ensure all associated system and application software to be installed is pre-staged at Contractor's location and tested for each Agency Site/Field Office prior to shipment, and the plan for ensuring that other necessary installation equipment (e.g., cables, connectors and other non-configurable pieces, etc.) will be brought to the site at the time of installation.
- c. The approach to ensure the performance of installations will be in accordance with the work-schedule outlined in Section D.14, subsection (2), and the successful installation of the equipment is completed by the time period to be noted in a Final Installation Schedule.
- d. The procedure to de-install all currently-installed credential printer equipment that will be replaced as a result of this ITN, and how all de-installed equipment will be removed to the correct storage location.
- e. The plan to install equipment so that cables are efficiently installed in an orderly, organized manner that minimizes space taken up by the cables.
- f. The plan to install all vendor-supplied software drivers to ensure a complete installation and to render the installed equipment fully operational in accordance with the intent of the ITN.
- g. The plan to ensure that appropriate Contractor personnel remains at the site following installation of equipment to make sure all components are operating within established specifications, and that such personnel returns in a timely manner to resolve and address any issues occurring.
- h. The plan to ensure that all equipment, consumables, and all items comprising the print solution are delivered to the appropriate Agency Site/Field Office. Also describe how the Contractor will ensure that each complete system is successfully installed and the print solution produces acceptable credentials (i.e., meeting all applicable ITN requirements) at each site.

13. Site Inventory

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.15, Site Inventory. ***(This section is worth a maximum of 15 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The plan to maintain a detailed, up-to-date inventory of all equipment present at each site, installed by or on behalf of the Contractor, as required in the ITN. Describe all documentation to be utilized for tracking of inventory and how inventory will be verified. Address the process for obtaining approval by the Department of the inventory information documented and the process by which the Department will be notified of changes in documented inventory. Include the plan to ensure that the inventory list is continuously, immediately updated whenever a component is changed-out or replaced, and for timely reporting of discrepancies to the Department.
- b. The plan to create and maintain a detailed listing of each and every component installed and de-installed for each respective site, by site name and address; the number of equipment items at each location by model type and the associated equipment serial numbers; date the inventory was conducted; and an indication of the storage location of all de-installed equipment.
- c. The plan to ensure each piece of equipment has a visible, easily viewable, and legible property tag or label, identifying the equipment, the original installation date and serial number, and that it remains readable at all times; and for ensuring that the label remains intact throughout the use of the equipment including any time the equipment is relocated and/or removed for service.

14. Training

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.16, Training. ***(This section is worth a maximum of 25 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. Development of a training schedule that coincides with the Final Installation Schedule and that ensures training of Department personnel/Agents on-site at each Agency Site/Field Office on the operation of the newly-installed equipment in accordance with the ITN's timelines.
- b. The types of information necessary for agency personnel to successfully operate and manage the equipment and the plan to provide this information to these individuals.
- c. The plan to ensure that delivery of training is provided by qualified personnel who are thoroughly familiar with the operation and maintenance of the equipment, and providing additional training as a result of changes in equipment or operations, at no additional cost to the state.

- d. The plan to provide timely, on-site instructional training on first-level troubleshooting and diagnostics to the Department's TAC, and the types of training materials (job aides or technical manuals) to be provided.
- e. The approach for developing a complete operations and troubleshooting guide within the time frame indicated in the ITN, for approval by the Department. Describe the general content of the guide, including the level of understanding required to utilize the guide, how it will be made available to the Department, and how updates, changes, and timely communication of same to the Department will be achieved.

15. Security and Fraud Prevention

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.17, Security and Fraud Prevention. ***(This section is worth a maximum of 20 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. A plan to ensure optimal security protection for the equipment installed as a result of the ITN; proper access controls are in place to ensure that a device is accessed only by the printing process; and encryption requirements are met when transmitting sensitive data.
- b. A plan to ensure that each piece of equipment provided and maintained under the contract term, that has a data storage mechanism is properly sanitized, using acceptable methods as outlined in the ITN, to ensure data cannot be retrieved from media prior to disposal, replacement, reuse or removal.
- c. A plan to ensure that any system used or data stored outside of the Department's network or physical premises, or data transmitted outside of the Department's network, is secured in compliance with the Real ID Act, applicable Florida Laws and rules, and is protected from unauthorized access or modification with appropriate level of security logging for audit purposes.
- d. A plan to ensure that data that is no longer viable or required under the contract will be destroyed in a manner that ensures it cannot be retrieved or accessed by unauthorized persons, and the plan to provide an annual statement to the Contract Manager identifying the data that was destroyed during the year, the manner in which it was destroyed, and certifying that the method utilized prevents, to the extent possible, retrieval or access by unauthorized persons.

16. Designated Personnel and Staffing Requirements

The prospective vendor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.18, Designated Personnel and Staffing Requirements. ***(This section is worth a maximum of 75 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The details of the training, qualifications, knowledge, and experience that persons comprising each Primary Personnel position will have and that all other personnel

positions will have in general. Describe the plan for ensuring that all specific requirements in the ITN regarding personnel (e.g., certifications, skill levels, etc.) will be met by all personnel assigned under the contract. (NOTE: If the credentials for personnel who would likely be staffed by the Contractor under a resultant contract are already available, copies should be provided with the submission.)

- b. A plan to maintain staffing levels sufficient to fully complete the services and meet the requirements specified in the ITN and to recruit qualified staff, as required, to implement all aspects of required service delivery within the stated timeframes.
- c. A plan to provide the Primary Personnel required in the ITN including estimated numbers, and for ensuring continuity in the staffing of Primary Personnel and other personnel assigned to the contract for the contract term.
- d. A plan for ensuring that Contractor staff is available to attend all meetings in accordance with the ITN. Address the plan for communicating unavailability and scheduling changes to the Department and the plan for back-up personnel should the Department indicate that the meeting is mandatory based upon project status.
- e. The procedure to provide the Department with credentials of any new staff hired to replace any of the persons occupying a Primary Personnel position.
- f. The procedure to notify the Department of insufficient staffing levels or changes in staffing levels, whether in regard to Primary Personnel or support or other personnel, and to ensure that staffing levels are timely and adequately addressed and remedied to ensure complete and satisfactory service delivery to the Department.
- g. A plan to ensure that back-up personnel are kept up-to-date on all facets of the project and that they can effectively fill-in if Primary Personnel are not available.
- h. A plan to ensure all personnel assigned to perform any services or tasks required in the ITN will be highly skilled and have previous experience in the area of expertise to which they are assigned and expected to perform work.
- i. The procedure to address communication issues between Department personnel and Vendor staff from a language and understanding basis.
- j. The procedure to resolve issues related to personnel who do not exhibit the knowledge, skills, abilities and other qualities necessary to ensure timely and successful completion of installations and other work related to the project.
- k. A plan for making personnel changes for any employee identified in the response submission (other than Primary Personnel), and for ensuring that replacement personnel have equal or greater qualifications, knowledge, and experience as the person being changed-out.
- l. A plan for meeting all work schedule requirements for all assigned personnel to ensure that the Department's requirements for the project are met, particularly in regard to timeliness of installations and maintenance activities. Address scheduling of vacations per the ITN's requirements.
- m. The means for ensuring that vendor personnel will abide by the state's Code of Ethics and maintain a professional appearance and demeanor at all times. Describe the means of identification, consistent with items identified in the ITN that

Contractor staff will be wearing while conducting business with the Department at its headquarters and in any agency offices.

- n. A plan to ensure personnel have the appropriate level of knowledge, training, and experience to perform all of the types of maintenance on all items making up the print solution installed at all sites per the requirements and conditions of the ITN and for maintaining a current list of all assigned Contractor personnel to the Department and providing the list to the Department upon request.
- o. A plan for ensuring that all vendor personnel complete a Non-Disclosure Agreement as required in the ITN and for ensuring that personnel (and subcontractor personnel, if applicable) assigned to work under a contract, successfully pass all background checks as outlined in the ITN.

17. Additional Systems, Equipment Moves and Other Changes

The prospective vendor shall describe, in detail, its proposed plan for meeting all requirements as described in Attachment D., Scope of Services, Section D.19, Additional Systems, Equipment Moves and Other Changes. ***(This section is worth a maximum of 15 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. The procedure for responding to Department requests for installation of additional (including supplementary) complete systems or components and for adding additional/supplementary equipment to the Site Inventory Form, and for identifying the party (i.e., Department or Tax Collector) that will be using the equipment. Address how any scheduling conflicts will be addressed. Describe the method for acknowledging and agreeing to these installation requests.
- b. The procedure for responding to Department requests to move or change-out equipment. Address how any scheduling conflicts will be addressed. Describe the method for acknowledging and agreeing to these installation requests
- c. A plan for ensuring that qualified staff will be available to install, de-install, and reinstall equipment due to the opening, closing, and relocation of Agency Sites/Field Offices, and ensure that operations remain as uninterrupted as possible. Address how any scheduling conflicts will be addressed. Describe how vendor will ensure that such movements will not void, invalidate, lessen, alter, or otherwise negatively impact any applicable warranties in any way.

18. Technology Upgrade

The prospective vendor shall describe, in detail, its proposed plan for meeting all requirements as described in Attachment D., Scope of Services, Section D.20, Technology Upgrade. ***(This section is worth a maximum of 10 points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective vendor shall describe the following:

- a. A plan to install any upgraded equipment not part of the original installation at any time during the contract term, under the same terms and conditions as will be included in the resulting Contract.

- b. A plan to ensure that any updated vendor-supplied software needed to support upgraded equipment will support the upgraded equipment as well as all previous equipment supplied under the resulting contract. The plan shall address how the vendor will work with the Department to establish an implementation plan for that software in all Agency Sites/Field Offices.

19. Transition Plan In the Event of Contract Cancellation, Termination or Expiration

The prospective vendor shall describe, in detail, its proposed plan for meeting all requirements as described in Attachment D., Scope of Services, Section D.21, Transition Plan In the Event of Contract Cancellation, Termination or Expiration. ***(This section is worth a maximum of 35 points with each component being worth a maximum of 5 points each.)***

At a minimum, the plan should demonstrate an understanding of the scope involved in transitioning service delivery to a successor-contractor and shall address the following:

- a. Designated point-of-contact for vendor and suggested level or title of representatives for successor-contractor and the Department;
- b. A method for regularly scheduling transition meetings and when (how often and for how long) such meetings would be expected to occur;
- c. A detailed list of data that will be shared with the other transition parties (i.e., successor-contractor, Department), and the procedures and timeframes for transmitting of records and data during the transition period;
- d. Anticipated milestones/tasks to be met/completed by each entity during transition;
- e. The approach and plan for continuing service provision if services are commenced with a successor-contractor prior to the cancellation, etc., of the contract;
- f. A clear description of the anticipated mutual needs and expectations of all entities; and
- g. Any considerations/requirements that would assist in a smooth, seamless transition, as well as issues that would likely prevent or hinder a smooth, seamless transition.

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**ATTACHMENT F
EVALUATION CRITERIA**

F.1 REVIEW OF MANDATORY CRITERIA

- a) The Bureau of Purchasing and Contracts and Subject Matter Expert(s), if required, will review responses to this ITN for compliance with the mandatory criteria, below. Responses failing to comply with any mandatory criterion will be deemed non-responsive and will not be considered for further evaluation. The questions (which will be reproduced on a separate evaluation sheet) that will be used by the Bureau of Purchasing and Contracts and Subject Matter Experts, if required, to determine whether replies are “responsive” or “non-responsive,” are shown in the below table.

If the answer to any of the questions in the table below falls into the “No” column, the response will be designated as “non-responsive” and will not be considered for further evaluation.

QUESTIONS		YES	NO
A.	Does the response include the Original Response Mandatory Documentation specified in Attachment E, ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Items A.1. and 2.? 1. Transmittal Letter: Signed by an individual having authority to bind the respondent <input type="checkbox"/> 2. Response Guarantee: In an amount of \$100,000.00 as specified in Attachment C, Special Conditions, Section C.14 of this ITN <input type="checkbox"/>		
B.	Does the response include Attachment G, Past Performance – Client Reference Form, as required in Attachment E, ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.6., Past Performance – Client References?		
C.	Does the response include Attachment H, Cost Proposal (with the original reply only), as required in Attachment E, ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.7., Cost Proposal?		
D.	Does the response include a signed Attachment I, Required Certifications, as required in Attachment E., ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.3?		
E.	Does the response include Attachment J, CIPS Facility Certification, as required in Attachment E., ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.4?		
F.	Does the response include Attachment K, Independent Laboratory Certification, as required in Attachment E., ITN Reply ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.5?		
G.	Does the response include Credential Design Samples, as required in Attachment E., ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Items A.8.a) and A.8.b)?		

- b) A prospective vendor whose reply meets all mandatory requirements of this ITN will be deemed to be responsive. The replies for all responsive vendors¹ will be evaluated as described in this attachment.

F.2 PAST PERFORMANCE EVALUATION

- 1) Client References that fail to verify the required information will receive a score of “0” for the entire reference. See Attachment G, Past Performance – Client Reference Form.
- 2) If the required information in 1) above is verified, past performance will be evaluated based on answers to the questions contained in the Evaluation Questionnaire for Past Performance of Attachment G, Past Performance – Client Reference Form. If a client reference does not provide a score for any particular question identified on the questionnaire, the vendor will receive a score of zero (0) for that question. A score will be assigned for each individual client reference. Each reference is worth a maximum of 28 points (total possible points, 84). A maximum of four (4) attempts will be made by telephone to contact the clients for a past performance reference by the Bureau of Purchasing and Contracts, or designee. In the event that a client cannot be contacted, a score of zero (0) will be given for that evaluation component.

¹ The terms “responsive vendor,” “responsive respondent,” “vendor,” and “respondent” are used herein interchangeably.

F.3 COST PROPOSAL EVALUATION

The Bureau of Purchasing and Contracts will evaluate each cost proposal and award points for each proposed Grand Total (D) identified in Attachment H, Cost Proposal, based on the following:

- A) The respondent submitting the lowest proposed Grand Total will automatically receive the maximum allowable points (5 points).
- B) The remaining respondents will receive a percentage of the maximum points for their proposed Grand Total cost using the formula below, starting with the respondent submitting the next lowest proposed Grand Total. This process continues until each proposed Grand Total has been calculated for each respondent using this formula.

$\frac{\text{Lowest Proposed Grand Total}}{[\text{next-lowest}] \text{ Respondent's Proposed Grand Total}}$	=	%	x	5	=	$\text{Total Points Awarded for the Proposed Grand Total}$
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SCORING EXAMPLE:

(NOTE: The Scoring Example provided below is instructional only and does not represent actual points to be awarded.)

In this example, there are four (4) respondents, each submitting a proposed Grand Total as indicated below:

RESPONDENT	GRAND TOTAL (D)
Respondent 1	\$ 575,000
Respondent 2	\$ 985,000
Respondent 3	\$ 791,000
Respondent 4	\$1,259,000

Utilizing the formula above, points would be tabulated for the next lowest proposed Grand Total (submitted by Respondent 3) as follows:

$\frac{\$575,000}{\$791,000}$	=	.73%	x	5.0	=	3.65
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Calculating all scores utilizing this formula, points would be awarded as follows:

RESPONDENT	GRAND TOTAL (D)	AWARDED POINTS
Respondent 1	\$ 575,000	5.00
Respondent 2	\$ 985,000	2.95
Respondent 3	\$ 791,000	3.65
Respondent 4	\$1,259,000	2.30

F.4 EVALUATION OF CREDENTIAL DESIGN SAMPLES

- a) The Subject Matter Expert(s) will evaluate the Credential Design Samples against the Credential Design Evaluation Criteria, below.
- b) The below table reflects the Credential Design Evaluation Criteria and scoring methodology that will be used in evaluating whether each credential design incorporates the minimum credential requirements outlined in the ITN. This table will be recreated on a separate sheet to be utilized by Subject Matter Expert(s) in calculating the possible points for the Credential Design Evaluation Criteria.

CREDENTIAL DESIGN EVALUATION CRITERIA	MAXIMUM POINTS POSSIBLE
<p>Credential design for each card type contains the data elements as described in Attachment D., Scope of Services, Section D.6., Credential Print Solution Requirements, Subsection 3), Credential Requirements, sub-item 1., Credential Design, a) i.-xvi.</p> <p>CARD TYPES:</p> <ol style="list-style-type: none"> 1. "21 and over" driver license 2. "under 21" driver license 3. Identification card <p>Note: ID samples have fewer data elements as they will not contain endorsements or restrictions.</p>	<p>92 Points (1 point for each data element on each credential design for referenced card types 1., 2., and 3.)</p>
<p>Card contains serialized card stock as described in Attachment D., Scope of Services, Section D.6., Credential Print Solution Requirements, Subsection 3), Credential Requirements, sub-item 3., Card Materials and Credential Security Features Requirements, a).</p>	<p>30 Points (5 points per credential design for each card type)</p>
<p>Sensitive data element security features as described in Attachment D., Scope of Services, Section D.6., Credential Print Solution Requirements, Subsection 3), Credential Requirements, sub-item 3., Card Materials and Credential Security Features Requirements, f) and Exhibit 9, AAMVA DL/ID Card Design Standard, Section B.4.2.4, Protecting Personalized Data, are present.</p>	<p>180 Points (10 points per sensitive data element security feature, per credential design for each card type to protect name, date of birth and photo on each card)</p>
<p>Layered security features as described in Attachment D., Scope of Services, Section D.6., Credential Print Solution Requirements, Item 3), Credential Requirements, sub-item 3., Card Materials and Credential Security Features Requirements, j), and Exhibit 9, AAMVA DL/ID Card Design Standard, Section B.4.2.4, Protecting Personalized Data, are present.</p>	<p>120 Points (10 points per layered security feature (maximum of two layered features), per credential design for each card type)</p>
<p>Encoded 2-D Barcode and Magnetic Stripe as described in Attachment D., Scope of Services, Section D.6., Credential Print Solution Requirements, Item 3), Credential Requirements, sub-item 3., Card Materials and Credential Security Features Requirements, k), and Exhibit 9, AAMVA DL/ID Card Design Standard, Annex D and F, are present.</p>	<p>120 Points (10 points per encoded feature, per credential design for each card type)</p>
<p>Minimum of three (3) Level 1 Security Features as described in Attachment D., Scope of Services, Section D.6., Credential Print Solution Requirements, Item 3), Credential Requirements, sub-item 3., Card Materials and Credential Security Features Requirements, l), and Exhibit 9, AAMVA DL/ID Card Design Standard, Section B.3.2, Security Classification, are present.</p>	<p>240 Points (10 points for each Level 1 Security Feature on each credential design for each card type. Points awarded up to a maximum of four (4) Level 1 security features, per card for 40 points per card)</p>
<p>Minimum of three (3) Level 2 Security Features as described in Attachment D., Scope of Services, Section D.6., Credential Print Solution Requirements, Item 3), Credential Requirements, sub-item 3., Card Materials and Credential Security Features Requirements, l), and Exhibit 9, AAMVA DL/ID Card Design Standard, Section B.3.2, Security Classification, are present.</p>	<p>240 Points (10 points for each Level 2 Security Feature on each credential design for each card type, up to three (3). Points awarded up to a maximum of four (4) Level 2 security features per card for 40 points per card)</p>

F.5 TECHNICAL RESPONSE EVALUATION

Each reply submission determined to be in compliance with all mandatory criteria established in the ITN (i.e., responsive), will be independently evaluated based on the criteria and points scale indicated below. Each reply will be evaluated and scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this ITN.

Detailed evaluation criteria components (see Attachment E, ITN Reply Submission Requirements and Evaluation Criteria Components) will be evaluated and awarded points based on the following point structure:

Points

0	The component was not addressed anywhere in the response.
1	The component contained significant deficiencies and omissions, and lacked meaningful detail.
2	The component is below average. It met some of the minimum requirements, but did not address all elements requested.
3	The component is average and met the minimum requirements with minimum detail.
4	The component is above average. It exceeded the minimum requirements and provided good detail.
5	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

F.6 DEMONSTRATION(S) AND EVALUATION

- a) All responsive vendors will be required to demonstrate the equipment proposed in their ITN reply as well as their proposed inventory management system (IMS), as part of the evaluation process. The order in which the demonstrations will be scheduled will be determined by random selection by the Bureau of Purchasing and Contracts. The Department will evaluate all items being demonstrated based on the Demonstration Evaluation Criteria, below, on a “pass/fail” basis. All items must be passed in order for the vendor to successfully complete the demonstration phase of the evaluation process and be eligible for possible further consideration.

Vendors are advised to pay strict attention to the time frame in Attachment C., Solicitation Timeline, for demonstrations. The Department will endeavor to provide as much advanced notice as it reasonably can to vendors who will be scheduled for demonstrations, but cannot guarantee that more than twenty-four hours advanced notice will be provided.

The demonstration will be set for a four (4) hour block of time as indicated in Attachment C., C.6, Solicitation Timeline. Participants will be permitted to utilize the entire time frame to pass all criteria. In other words, if a vendor’s equipment does not initially perform a function, instead of the vendor automatically receiving a “fail” for that function not being performed, and being rejected from further consideration at that point, the vendor will be permitted to attempt to remedy the issue as long as all criteria is ultimately met at the conclusion of the four-hour period. After expiration of the four (4) hour time period, if any item required to be demonstrated reflects a “fail” result, the vendor will be deemed to have failed the demonstration evaluation and will not be permitted to proceed further in the ITN process. (NOTE: If any equipment component fails to perform during the allotted demonstration time frame, the vendor will be permitted to replace that item with an identical make and model. No additional time will be permitted for replacement of non-functioning items or for any other reason, other than inability of the vendor to complete all or any part of the demonstration within the four-hour period due to Department error. If this occurs, the Department, in its sole discretion, will determine whether and what additional time will be allotted to the vendor to complete the demonstration, including continuing the demonstration, using the same equipment/items being demonstrated, on a different day or during a different time period.)

All items demonstrated receiving a “pass” will receive one point. Additional points may be assessed by each evaluator depending upon how well an item met the Demonstration Evaluation Criteria, below. At the conclusion of the demonstration period, scores for vendor participants **passing all criteria** will be added to their prior evaluation scores as indicated in F.9, below. Regardless of whether a vendor receiving a “fail” for any criterion also received points for items that passed, that vendor will not proceed in the ITN process and their demonstration scores will not be added to their prior evaluation scores.

At the conclusion of the demonstration period, the three (3) highest averaged scoring responsive vendors (see F.9, below) will proceed to negotiations. (NOTE: The Department reserves the right to add additional vendors to its negotiations in the event of tie scores or if to do so is in the best interests of the state.)

- b) The below criteria and scoring methodology will be utilized in evaluating vendor demonstrations. All items required to be demonstrated will be evaluated on a “pass/fail” basis. Items successfully demonstrated (i.e., “passed”) will receive one point. “Fails” will be handled in accordance with Item a), above. Some of the demonstration items are eligible for additional points based on how well (e.g., how quickly performed, ease-of-use, etc.) the item being demonstrated performed in passing the criterion.

NOTE: Applicable demonstration items will be timed using a digital stopwatch.

DEMONSTRATION EVALUATION CRITERIA	
DEMONSTRATION	RESULT
PRINTER	
From a “powered-off” state to “ready to print” state, no longer than five (5) minutes.	>5 mins = Fail 5 mins = Pass, 1 pt. <5 mins + ≥ 4 mins = Pass, 5 pts. <4 mins + ≥ 3 mins = Pass, 10 pts. <3 mins + ≥ 2 mins = Pass, 15 pts. <2 mins + ≥ 1 min = Pass, 20 pts. <1 min = Pass, 25 pts.
Hot swap printers – switch out printer w/o reinstalling drivers.	Pass/Fail Pass = 1 pt.
Consumable Loading Initial (e.g., start-up) manual loading of cards and all consumables, no longer than six (6) minutes.	>6 mins = Fail 6 mins = Pass, 1 pt. <6 mins + ≥ 5 mins = Pass, 5 pts. <5 mins + ≥ 4 mins = Pass, 15 pts. <4 mins + ≥ 3 mins = Pass, 20 pts. <3 mins + ≥ 2 mins = Pass, 25 pts. <2 mins + ≥ 1 min = Pass, 30 pts. <1 min = Pass, 35 pts.
Consumable Replacement The time for adding and/or changing consumables shall not exceed six (6) minutes.	>6 mins = Fail 6 mins = Pass, 1 pt. <6 mins + ≥ 5 mins = Pass, 5 pts. <5 mins + ≥ 4 mins = Pass, 15 pts. <4 mins + ≥ 3 mins = Pass, 20 pts. <3 mins + ≥ 2 mins = Pass, 25 pts. <2 mins + ≥ 1 min = Pass, 30 pts. <1 min = Pass, 35 pts.
Each card printer must be capable of producing a minimum of forty-five (45) credentials per hour from a powered-up and ready state. Due to the fact that the overall time for the demonstration is limited, the Department will evaluate the production rate achieved within 10 minutes. The number of cards produced within 10 minutes will be multiplied by 6 in order to arrive at the number that would have been produced in one hour. Note: Vendors will be required to produce at least 8 credentials within 10 minutes in order to pass.	<8 cards = Fail 8 cards = Pass, 1 pt. 9-10 cards = Pass, 5 pts. 11-12 cards = Pass, 10 pts. 13-14 cards = Pass, 15 pts. 15> = Pass, 20 pts.

DEMONSTRATION	RESULT
PRINTER	
The credentials printed during the demonstration must match one of the “21 and over” driver license sample designs submitted as required in Section D.6., Credential Print Solution Requirements.	Pass/Fail Pass = 1 pt.
Ability to notify the operator when consumables need to be changed or added.	Pass/Fail Pass = 1 pt.
Security feature is present that, when disabled, renders the printer inoperable by removal of security feature or by electronic means.	Pass/Fail Pass = 1 pt.
The time to close down and secure the printer at the end of the day must not exceed five (5) minutes, including removing consumables and the disabling of the security feature.	>5 mins = Fail 5 mins = Pass, 1 pt. <5 mins + ≥ 4 mins = Pass, 5 pts. <4 mins + ≥ 3 mins = Pass, 10 pts. <3 mins + ≥ 2 mins = Pass, 15 pts. <2 mins + ≥ 1 min = Pass, 20 pts. <1 min = Pass, 25 pts.
DEMONSTRATION	RESULT
INVENTORY MANAGEMENT SYSTEM (IMS)	
The IMS allows for each piece of trackable inventory to be reconciled at the beginning of each day.	Pass/Fail Pass = 1 pt.
Inventory process for tracking serialized consumables is automated and does not require manual data entry.	Pass/Fail Pass = 1 pt.
Inventory status is updated in real-time as the status of each consumable changes.	Pass/Fail Pass = 1 pt.
Inventory status can be updated manually.	Pass/Fail Pass = 1 pt.
IMS identifies when a shipment is received and placed into inventory by a site via automated entry, such as scanning, while also permitting for manual entry.	Pass/Fail Pass = 1 pt.
IMS provides for the transfer of inventory from one Agency Site/Field Office to another.	Pass/Fail Pass = 1 pt.
Consumables are marked for destruction in the IMS with an indicator that identifies the “mark for destruction” inventory.	Pass/Fail Pass = 1 pt.
Consumables are marked as destroyed in the IMS with an indicator that identifies the destroyed inventory.	Pass/Fail Pass = 1 pt.
The IMS has a means for identifying discrepancies when an audit of inventory does not match expected values.	Pass/Fail Pass = 1 pt.
The IMS can identify that a consumable is missing after inventory is shipped from the manufacturer and not received into the IMS in the defined time and issues alerts.	Pass/Fail Pass = 1 pt.
The IMS allows for each piece of trackable inventory to be reconciled at the end of each day.	Pass/Fail Pass = 1 pt.

DEMONSTRATION	RESULT
SOFTWARE	
The Inventory control number is returned to the software interface. (Inventory control number must be displayed upon a screen)	Pass/Fail Pass = 1 pt.
Available printers are reported by the software interface. (Availability must be displayed upon a screen)	Pass/Fail Pass = 1 pt.
Error conditions such as "out of consumables" are reported by the software interface. (Error must be displayed upon a screen)	Pass/Fail Pass = 1 pt.

F.7 RESPONSIBLE VENDOR

The Department reserves the right to utilize sources other than those identified by the vendor to obtain additional information regarding the vendor's capability of fully performing a contract for the services outlined in this ITN as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the vendor is a responsible vendor, as defined in Section 287.012(25), Florida Statutes. The Department will reject the bid/response submitted by any vendor not deemed to be a responsible vendor.

Such additional sources may include, but are not limited to, news sources, court filings, internet searches, and on-line reports available from state agencies or the federal government. Factors that may result in a finding that the vendor is not a responsible vendor include, but are not limited to, filing for bankruptcy or insolvency, conviction of a crime by any corporate officer involving fraud, dishonesty, unfair or deceptive trade practices, bid or price fixing, or any other offense related to corporate business practices, or having a contract with any state or governmental entity terminated for breach or for failure to perform, within the past ten years.

For ITB's and RFP's, if the Department reviews additional sources, it will do so in regard to all responsive bidders and proposers. For ITN's, if the Department utilizes additional sources, it will only do so in regard to the companies with whom the Department intends to negotiate.

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F.8 EVALUATION SCORING

The below table will be used to assign points to all responses evaluated and designated as “responsive.” Evaluations will be based on the detailed evaluation criteria components indicated in Attachment E, ITN Reply Submission Requirements and Evaluation Criteria Components.

	Maximum Raw Score Possible		Weight Factor		Maximum Points Possible
A. ORIGINAL RESPONSE MANDATORY DOCUMENTATION (Inserted here for Title reference only – individual components are listed below)					
1. - 5.	N/A		N/A		N/A
6. Past Performance (raw score is per client reference)	28	X	3	=	84
7. Cost Proposal	5	X	200 ²	=	1,000
8. Credential Design Samples	1,022	X	1	=	1,022
B. TECHNICAL RESPONSE (Inserted here for Title reference only – individual components are listed below)					
1. Table of Contents	N/A		N/A		N/A
2. Executive Summary	N/A		N/A		N/A
3. Organizational Structure, History and Experience	15	X	1	=	15
4. Credential Print Solution Requirements	580	X	2	=	1,160
a. General Print Solution Requirements	25				
b. Credential Requirements	50				
c. Software Requirements and Application Software Interface	80				
d. Secure CIPS Facility Requirements	155				
e. Equipment Delivery Locations and Specifications	50				
f. Changes in Equipment Models, Consumables and Software	15				
g. Maintenance of Equipment, Systems, and Software	140				
h. Inventory Management System (IMS)	65				
5. Preliminary Implementation Plan Requirements	20	X	1	=	20
6. Lab, Development, and User Acceptance Testing (UAT) Sites and UAT Compliance Review	25	X	1	=	25
7. CIPS Integration and User Acceptance Testing (UAT)	20	X	1	=	20

² The weight assigned to the Cost Proposal submission (200) is not to be construed as an indication that this part of the reply is more significant than any other part; it was utilized in order to bring the points for this section in-line with other significant parts of the reply submission. The maximum points possible for the Cost Proposal is 1,000, which compares to the maximum points possible for the other sections of the reply submission.

8. CIPS Pilot	20	X	1	=	20
9. Training Labs	5	X	1	=	5
10. Site Survey and Agency Site/Field Office Readiness	25	X	1	=	25
11. Pilot to be Conducted	25	X	1	=	25
12. Final Installation Schedule and Installation Requirements	40	X	1	=	40
13. Site Inventory	15	X	1	=	15
14. Training	25	X	1	=	25
15. Security and Fraud Prevention	20	X	1	=	20
16. Designated Personnel and Staffing Requirements	75	X	1	=	75
17. Additional Systems, Equipment Moves and Other Changes	15	X	1	=	15
18. Technology Upgrade	10	X	1	=	10
19. Transition Plan In the Event of Contract Cancellation, Termination or Expiration	35	X	1	=	35
C. DEMONSTRATIONS	158	X	7	=	1,106
TOTAL POSSIBLE POINTS:					4,762

F.9 TABULATION OF SCORING

Upon completion of all parts of the evaluation (including the demonstration), evaluators will add up and record the scores they entered for each vendor/respondent for each evaluation part, and record the total score for all parts by respondent/vendor on the appropriate scoring sheet. The Bureau of Purchasing and Contracts will take the total score recorded by each evaluator for each respondent and add all scores together for that Respondent. The total of all scores for each respondent will then be divided by the number of evaluators for the averaged score for the respondent. This will be the final score for the respondent. The Department will negotiate with the respondents having the three (3) highest final averaged scores, in descending order.

SCORING EXAMPLE:

(NOTE: The Scoring Example provided below is instructional only and does not represent actual points to be awarded.)

In the example below, there are 461 maximum available points, four (4) evaluators and four (4) respondents. The scores in this example were calculated based on the scores for the technical response, cost, past performance, and demonstration (only for vendors passing all criteria) being added together for each respondent.

Step 1: Total score assessed by each evaluator for each responsive vendor is calculated and entered onto a tabulation sheet by Bureau of Purchasing and Contracts staff.

Evaluator A		Evaluator B		Evaluator C		Evaluator D	
Respondent 1	451 pts.	Respondent 1	401 pts.	Respondent 1	316 pts.	Respondent 1	418 pts.
Respondent 2	425 pts.	Respondent 2	390 pts.	Respondent 2	443 pts.	Respondent 2	449 pts.
Respondent 3	397 pts.	Respondent 3	419 pts.	Respondent 3	389 pts.	Respondent 3	435 pts.
Respondent 4	410 pts.	Respondent 4	388 pts.	Respondent 4	459 pts.	Respondent 4	325 pts.

Step 2: Total point scores are added together for each respondent and divided by the number of evaluators. This equals the final averaged score for the respondent.

Respondent 1	$451+401+316+418 = 1,586 \div 4 = 396.50$
Respondent 2	$425+390+443+449 = 1,707 \div 4 = 426.75$
Respondent 3	$397+419+389+435 = 1,640 \div 4 = 410.00$
Respondent 4	$410+388+459+325 = 1,582 \div 4 = 395.50$

Step 3: The scores are arranged from highest to lowest.

Based upon the scoring example above, the Department would negotiate with Respondents 2, 3, and 1, in that order.

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ATTACHMENT G

PAST PERFORMANCE - CLIENT REFERENCE FORM

In the spaces provided below, the prospective vendor shall list all business names under which it has operated during the past five (5) years.

On the following pages, the prospective vendor shall provide the information indicated for three (3) separate and verifiable, Non-DHSMV (Department of Highway Safety and Motor Vehicles) clients. Each of the clients listed must be able to attest that the prospective vendor meets the following requirements:

- a) Provided print solution-related services as the primary contractor (as opposed to subcontractor) for a jurisdiction that complies with AAMVA standards for credential production. The vendor must have produced at least 500,000 AAMVA-compliant credentials for the jurisdiction per year for a continuous period of at least five (5) years. NOTE: At least one of the clients must be able to attest that the period of continuous service delivery was at least five (5) years; the remaining two (2) clients are not required to attest to this time frame, but must attest that all other requirements were met, including the production of at least 500,000 AAMVA-compliant credentials per year, regardless of the period of continuous service.
- b) The client must describe the print solution-related services, which must be similar to the scope of the ITN in order to be considered.

NOTE: With the exception of the 5-year continuous service delivery period, all client references must verify items (a) and (b) above. Client Reference #1 must also attest that vendor's period of continuous service delivery was at least five (5) years. Failure to verify this information as required will result in a score of "0" for the entire reference.

The same client may not be listed for more than one (1) reference and confidential clients shall not be included. In the event the prospective vendor has had a name change since the time work was performed for a listed reference, the name under which the prospective vendor operated at that time must be provided in the space provided for Vendor's Name.

Clients that are listed as subcontractors in the response will not be accepted as Past Performance references under this solicitation. Entities having an affiliation with the prospective vendor (i.e., currently a parent or a subsidiary having common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be accepted as Past Performance references under this solicitation.

If the required information in a) and b) above is verified, the DHSMV will attempt to contact the three (3) client references provided by the prospective vendor to complete the Evaluation Questionnaire for Past Performance (Page 5 of 5). If a client reference does not provide a score for any particular question identified on the questionnaire, the Vendor will receive a score of zero (0) for that question. References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The DHSMV will attempt to contact each reference by telephone up to four (4) times. In the event the contact person or alternate contact person indicated cannot be reached following four total (4) attempts, the prospective vendor will receive a score of zero (0) for that reference evaluation. The DHSMV will not attempt to correct contact or any other information provided by the prospective vendor and will not independently attempt to obtain contact information for any client reference listed.

NON-DHSMV CLIENT #1

Vendor's Name:

Client's Name:

Address:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Primary Fax Number:

Alternate Fax Number:

Contract Performance Period:

Location of Services:

- a) Is the client a jurisdiction that complies with AAMVA standards for credential production? Yes No
- b) Did the prospective vendor provide credential printing/production services to the client under a contract for a continuous period of at least five (5) years? Yes No
- c) If the answer to (b) above is "No," what was the period of time during which the vendor provided continuous credential printing/production services to the client under a contract? _____
- d) Was the prospective vendor the primary contractor (as opposed to subcontractor) under the contract? Yes No
- e) Did the prospective vendor produce at least five hundred thousand (500,000) AAMVA-compliant credentials, per year, during the term of the contract? Yes No

Description of the services performed by the prospective vendor for this client:

NON-DHSMV CLIENT #2

Vendor's Name: _____

Client's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Primary Fax Number: _____

Alternate Fax Number: _____

Contract Performance Period: _____

Location of Services: _____

- a) Is the client a jurisdiction that complies with AAMVA standards for credential production? Yes No
- b) For what period of time (i.e., number of years) did the vendor provide continuous credential printing/production services to the client pursuant to a contract? _____
- c) Was the prospective vendor the primary contractor (as opposed to subcontractor) under the contract? Yes No
- d) Did the prospective vendor produce at least five hundred thousand (500,000) AAMVA-compliant credentials, per year, during the term of the contract? Yes No

Description of the services performed by the Prospective vendor for this client:

NON-DHSMV CLIENT #3

Vendor's Name: _____

Client's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Primary Fax Number: _____

Alternate Fax Number: _____

Contract Performance Period: _____

Location of Services: _____

- a) Is the client a jurisdiction that complies with AAMVA standards for credential production? Yes No
- b) For what period of time (i.e., number of years) did the vendor provide continuous credential printing/production services to the client pursuant to a contract? _____
- c) Was the prospective vendor the primary contractor (as opposed to subcontractor) under the contract? Yes No
- d) Did the prospective vendor produce at least five hundred thousand (500,000) AAMVA-compliant credentials, per year, during the term of the contract? Yes No

Description of the services performed by the prospective vendor for this client:

Evaluation Questionnaire for Past Performance

Vendor's Name: _____

Client's Name: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Primary Fax Number: _____ **Alternate Fax Number:** _____

A. Mandatory Experience Verification:

1. Is the client a jurisdiction that complies with AAMVA standards for credential production? Yes No
2. Did the prospective vendor provide credential printing/production services to the client under a contract for a continuous period of at least five (5) years? Yes No (only applicable to Client Reference #1)
3. If the answer to (b) above is "No," what was the period of time during which the vendor provided continuous credential printing/production services to the client under a contract? _____
4. Was the prospective vendor the primary contractor (as opposed to subcontractor) under the contract? Yes No
5. Did the prospective vendor produce at least five hundred thousand (500,000) AAMVA-compliant credentials, per year, during the term of the contract? Yes No

Failure to verify this information as required, will result in a score of "0" for the entire reference.

B. Evaluation Questionnaire:

If the information in A. above, is verified, the following questions will be asked by the Department, as indicated in Attachment E, ITN Reply Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.6:

	Score
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
3. Did the Vendor consistently meet all of its performance/milestones deadlines? Yes = 3; No = 0	
4. How would you rate the Vendor's key staff and their ability to work with your organization? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
5. Did Vendor staff maintain open lines of communication with your organization? Yes = 3; No = 0	
6. Did the Vendor's project/contract manager effectively manage the contract? Yes = 3; No = 0	
7. Was the Vendor's staff responsive to technical direction from your organization? Yes = 3; No = 0	
8. Was the Vendor responsive in resolving issues or updating their product? Yes = 3; No = 0	
9. Would you contract with this Vendor again? Yes = 3; No = 0	
Total Score:	

Reference Verified by: _____

Name (printed)

Signature

ATTACHMENT H COST PROPOSAL

Instruction: Where indicated in Section 1, Original Contract Term and Section 2, Contract Renewal Term, below, the Respondent shall propose unit costs for Items A and B for each section, and total costs for Items C and D.

1. ORIGINAL CONTRACT TERM:

The Cost Proposal shall provide a price for each of the following deliverables, listed below, for the original contract term.

A. DELIVERABLES:

ORIGINAL CONTRACT TERM FOR THE PERIOD OF XXX XX, 2016 – XXX XX, 2022					
DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	UNIT COST		ESTIMATED QUANTITY	TOTAL PRICE
1	CIPS Facility Produced Credential (including standard mailing)	\$ /per credential	X	8,551,594	\$
2	CIPS Facility Produced Credential (including expedited mailing)	\$ /per credential	X	272,923	\$
3	Agency Sites/Field Offices Produced Credential	\$ /per credential	X	27,028,010	\$
4	*Additional Printer and Installation	\$ /per printer	X	60	\$
TOTAL (A)					\$

* This would include the acquisition of additional printers over and above the number of printers noted in Section D.6, Subsection (1), Estimated Credential/Equipment Quantities.

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative Date

B. MOVES/CHANGES:

The following hourly rates shall apply to equipment moves/changes:

ORIGINAL CONTRACT TERM FOR THE PERIOD OF XXX XX, 2016 – XXX XX, 2022					
SERVICE HOURS	HOURLY RATE		ESTIMATED # OF HOURS		TOTAL AMOUNT
Monday – Friday (7:00am – 7:00pm) Local Time	\$	X	500	X	\$
After Hours / Weekends / Holidays Local Time	\$	X	100	X	\$
TOTAL (B)					\$

ORIGINAL CONTRACT TERM TOTAL (C) (Section 1, Totals (A) and (B))	\$
---	----

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative Date

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2. CONTRACT RENEWAL TERM:

The Cost Proposal shall provide a price for each of the following deliverables, listed below, for the contract renewal term:

A. DELIVERABLES:

CONTRACT RENEWAL TERM FOR THE PERIOD OF XXX XX, 2022 – XXX XX, 2024					
DELIVERABLE NUMBER	DELIVERABLE DESCRIPTION	UNIT COST		ESTIMATED QUANTITY	TOTAL PRICE
1	CIPS Facility Produced Credential (including standard mailing)	\$ /per credential	X	3,472,424	\$
2	CIPS Facility Produced Credential (including expedited mailing)	\$ /per credential	X	9,167,679	\$
3	Agency Sites/Field Offices Produced Credential	\$ /per credential	X	383,745	\$
4	*Additional Printer and Installation	\$ /per printer	X	20	\$
TOTAL (A)					\$

* This would include the acquisition of additional printers over and above the number of printers noted in Section D.6, Subsection (1), Estimated Credential/Equipment Quantities.

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative Date

B. MOVES/CHANGES:

The following hourly rates shall apply to equipment moves/changes:

CONTRACT RENEWAL TERM FOR THE PERIOD OF XXX XX, 2022 – XXX XX, 2024					
SERVICE HOURS	HOURLY RATE		ESTIMATED # OF HOURS		TOTAL AMOUNT
Monday – Friday (7:00am – 7:00pm) Local Time	\$	X	150	X	\$
After Hours / Weekends / Holidays Local Time	\$	X	30	X	\$
TOTAL (B)					\$

CONTRACT RENEWAL TERM TOTAL (C) (Section 2, Totals (A) and (B))	\$
---	----

GRAND TOTAL (D) (Section 1, Item (C) and Section 2 , Item (C) Totals)	\$
---	----

NOTE:

- 1) The Department will not agree to caveat language for pricing within Attachment H, Cost Proposal. Replies which include caveat language for pricing will be viewed as a conditional reply and the Department will reject the reply.
- 2) The Respondent must provide pricing for all the specified items requiring a price (\$), above, or the Respondent’s reply will be rejected. If it is the intention of the Respondent to propose a “No Cost” to the Department for a specified item, it should be proposed as \$0.00.

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative

Date

**ATTACHMENT I
REQUIRED CERTIFICATIONS**

Acceptance of Contract Terms and Conditions

I hereby certify that should my company be awarded a contract resulting from this solicitation, my company will comply with all terms and conditions specified in this solicitation and contained in the Department's Standard Contract (Attachment J).

Signature of Authorized Official

Date

Organizational Conflict of Interest Certification

I hereby certify that, to the best of my knowledge, my company ((including its subcontractors (if applicable), subsidiaries and partners)) has no existing relationship, financial interest, or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.

Signature of Authorized Official

Date

Note:

The Department will not agree to caveat language being added to or placed on this attachment. Responses which include caveat language will be viewed as a conditional response and the Department will reject the response.

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**ATTACHMENT J
CIPS FACILITY CERTIFICATION**

PRIMARY CIPS FACILITY

I hereby certify that my company's Primary CIPS Facility will be located in the state of Florida at **one (1)** of the following addresses:

- Department of Highway Safety and Motor Vehicle's Headquarters
Neil Kirkman Building
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

OR

- Certified North American Security Products Organization (NASPO) Facility (**certification attached**)

NASPO Facility Name: _____

Street Address: _____

City: _____, Florida **Zip Code:** _____

Signature of Authorized Official

Date

SECONDARY CIPS FACILITY

I hereby certify that my company's Secondary CIPS Facility is located within the continental United States; is located at least 100 miles apart from the Primary CIPS Facility; and is a Certified North American Security Products Organization (NASPO) Facility (**certification attached**).

NASPO Facility Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

This facility is _____ **miles from the above-referenced Primary CIPS Facility.**

Signature of Authorized Official

Date

Note:

DO NOT CHANGE ANY INFORMATION ON THIS FORM. FAILURE TO COMPLETE THIS FORM IN ITS ENTIRETY WILL RESULT IN REJECTION OF THE VENDOR'S REPLY.

**ATTACHMENT K
INDEPENDENT LABORATORY CERTIFICATION**

I hereby certify that the **certification attached** to this Attachment K, Independent Laboratory Certification, is from an accredited independent laboratory or a nationally recognized organization qualified to render such certifications, verifying that the security features and durability of my company's Credential Design Samples, submitted as required in Attachment E, Response Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.5, have been tested and meet or exceed the applicable AAMVA standards outlined in Attachment D, Scope of Services, **Exhibit 3.**

Comment [BL1]: Title?

Signature of Authorized Official

Date

Notes:

- 1) **If the certification from an Independent Laboratory is not included with this attachment and the prospective vendor's response, the Department will reject the response.**
- 2) **The Department reserves the right to verify the certifications and qualifications of the testing laboratory/organization.**
- 3) **The Department will not agree to caveat language being added to or placed on this attachment. Responses that include caveat language will be viewed as a conditional response and the Department will reject the response.**

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CONTRACT BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

AND

CONTRACTOR NAME

This Contract is entered into on the date of last signature, by and between the State of Florida, Department of Highway Safety and Motor Vehicles (hereinafter "DHSMV" or "Department") and **CONTRACTOR NAME** (hereinafter "Contractor"), which are the Parties hereto.

WITNESSETH

WHEREAS, the Department is a state agency created under section 20.24, Fla. Stat., whose duties and responsibilities include maintaining the safety and security of Florida's highways through enforcement of traffic laws, issuance and regulation of Florida driver licenses, and registration of vehicles and vessels, pursuant to Chapters 316 through 324, 328, and 488, Fla. Stat., and Rule 15-1, Florida Administrative Code (F.A.C); and

WHEREAS, the Department is responsible for oversight and management of motor vehicle-related services to include, but not be limited to, credentialing, titles, personal and commercial registrations, dealer licenses, maintaining driver records, Driver Under the Influence (DUI) programs and driving schools; and

WHEREAS, the Department issued **[insert solicitation type] No.: 000-16, [insert solicitation name]**, for which the Contractor was awarded the bid to provide the services outlined therein.

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM

This Contract shall be in effect upon the date of last signature by the Parties and shall expire **DATE**. Services shall begin upon issuance of a Purchase Order incorporating this Contract.

This Contract may not be renewed OR **renewal options will be included here**.

II. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

This Contract sets forth the entire understanding of the parties in regard to the subject matter contained herein, and consists 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. this Contract;
- B. **[insert solicitation name]**, which is inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- C. the purchase order, and its terms and conditions; and
- D. the Contractor's bid submission.

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

III. SCOPE OF SERVICE

A. General Description of Services

The Contractor shall provide (brief description of background and service to be procured will be included here).

No other terms and conditions shall apply except as stated in this Contract, the Exhibits referenced herein, and the Purchase Order incorporating this Contract, including the Exhibits (collectively, "Contract" or "the Contract" or "this Contract").

B. Services To Be Provided by the Contractor

Description of services will be included here.

C. Department Responsibilities

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

D. Deliverables

Detailed deliverable schedule to include due dates will be included here.

E. 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 Contractor for failure to comply with the performance standard requirements set forth in the chart below.

Performance Standard Requirement	Liquidated Damages to be Imposed
As stated in the solicitation.	As stated in the solicitation.

F. 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 III., Item E., Performance Standards and Liquidated Damages. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Contract.

If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Section V., Item F., Communications. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section III., Item G., 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.

G. Corrective Action Plan (CAP)

1. If the Department determines that the Contractor 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 Contractor of the compliance issue(s) in writing.
2. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
3. A CAP is an opportunity for the Contractor 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 Contractor 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 Contractor.
4. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - a. 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 Contractor; or
 - b. 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.
5. If the Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor 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 Contractor shall be deemed in breach of the contract and liquidated damages of **\$100.00** per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.

6. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
7. If the Contractor 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 Contractor shall be in breach of the contract and shall be subject to liquidated damages.
8. Except where otherwise specified, liquidated damages of **\$100.00** per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

IV. COMPENSATION

A. Payment

This is a Fixed Price (Unit Cost) Contract not to exceed the total estimated value of **\$XX,XXX.XX**. The Department will pay the Contractor, in arrears, upon receipt of all services, in accordance with acceptable quote(s) issued as a part of this Contract.

All payments will be made in accordance with Chapter 215, Fla. Stat. following receipt of an appropriately completed invoice from the Contractor. See Section VIII., Conditions, J. Invoices.

B. MyFloridaMarketPlace

Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

C. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

V. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

[insert name and contact info]

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Direct the Contract Administrator to process all amendments, renewals and terminations of the Contract;
4. Monitor and Evaluate the Contractor's performance, as required, during the contract term and Contractor's overall performance at the conclusion of the Contract;
5. Issue Corrective Action Plans and assess Liquidated Damages in accordance with the Contract;
6. Receive and monitor monthly minority and service-disabled veteran business enterprise reports submitted by the Contractor summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current month, and project to date;
7. Submit monthly and quarterly minority and service-disabled veteran business enterprise reports to the Bureau of Purchasing and Contracts; and
8. Maintain records regarding Contractor's performance to be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Budget Coordinator

The Budget Coordinator for this Contract will be:

[insert name and contact info]

The Budget Coordinator will perform the following functions:

1. Verify receipt of deliverables from the Contractor; and
2. Review, verify, and approve invoices from the Contractor.

C. 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 Contractor provided by the Contract Manager for filing in the Contract Administration file.

D. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

[insert name and contact info]

E. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section V., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

F. 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 Contractor's CEO or Project Manager. 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 Contractor and the Contractor 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 Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

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

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

VI. CONTRACT AMENDMENTS

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section IV., Item C. Official Payee, and Section V., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract Amendment.

VII. TERMINATION AND CANCELLATION

In addition to the Termination and Cancellation language in the PUR 1000, the following shall also apply:

A. Termination at Will

This Contract may be terminated without cause, as follows:

1. By the Contractor upon no less than thirty (30) calendar days' notice to the Department; and
2. By the Department upon no less than thirty (30) calendar days' notice to the Contractor.

The above-referenced time frames may be modified (i.e., either lengthened or shortened), as mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Cancellation By The Department

This Contract will be subject to cancellation by the Department should the Department determine that either one of the following events has occurred:

1. The Contractor has failed to comply with the terms and conditions contained herein; or
2. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

D. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department, the Contractor(s) must:

1. Discontinue work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated or cancelled;
3. Complete performance of such part of the work as must not have been terminated or cancelled by the Department; and

4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor(s) and in the Department has or may acquire an interest.

Upon the effective date of termination or cancellation of the Contract, the Contractor must transfer, assign, and make available to the Department all property and materials belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and must make available to the Department all written information regarding the performance of the Contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment must assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.

Upon termination of the Contract by the Department, the Contractor must be deemed to have released and relinquished to the Department any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

VIII. CONDITIONS

A. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

B. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

C. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

D. Indemnification

The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, suits, judgments, damages or costs of whatsoever kind and nature resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any act, or failure to act, by the Contractor, its subcontractor (if applicable), or any of the employees, agents or representatives of the Contractor or subcontractor.

E. Assignments and Subcontracts

Contractor shall neither assign the responsibility of this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Department. No such approval by the Department of any assignment or

subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total dollar amount agreed upon in this Contract. All such assignments or subcontracts shall be subject to the conditions of this Contract and to any conditions of approval that the Department shall deem necessary.

F. Return of Funds

Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department of the overpayment.

G. Civil Rights Requirements/Contractor Assurance

The Contractor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

H. Requirements of section 287.058, Fla. Stat.

Contractor agrees to comply with the following requirements of section 287.058, Fla. Stat.:

1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

2. Where applicable, bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The Department may establish rates lower than the maximum provided in Section 112.061, Fla. Stat.
3. All deliverables shall be directly related to the scope of work and shall be in quantifiable, measurable, and verifiable units. Deliverables shall be received and accepted by the Contract Manager prior to payment.
4. Contractor shall meet all criteria and final date, as specified herein, by which such criteria must be met, for completion of the Contract.
5. The Department may unilaterally cancel this Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), Fla. Stat.

The Contractor, when acting on behalf of the Department, shall in addition to all other conditions of this Contract:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b) Respond to inquiries from the Department 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.
- c) Provide the public with access to public records on the same terms and conditions that the Department would provide the records 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) Meet all requirements for retaining public records and transfer, at no cost to the Department, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

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

First violation - \$100 penalty.

Second violation - \$250 penalty.

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

6. Contractor shall comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:

The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any violation of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article.

The Department shall provide prompt written notification of a claim of copyright or patent infringement and shall afford the Contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Contractor may, at its option and expense procure for the Department the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Department agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by the Department).

If the Contractor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright at the time of Contract execution, the Contractor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.

If the Contractor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Contractor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Contractor knows, or should know, could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this section.

If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Contractor shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Department is to have patent rights or copyrights shall be marked and dated by the Contractor in such a manner as to preserve and protect the legal rights of the Department.

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the

materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to section 286.021, Fla. Stat., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract.

All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Department and shall be subject to the terms and conditions of this Contract.

Any computer programs, materials and other information furnished by the Department to the Contractor hereunder shall be and remain the sole and exclusive property of the Department, free from any claim or right of retention by or on behalf of the Contractor. The services and products listed in this Contract shall become the property of the Department upon the Contractor's performance and delivery thereof. The Contractor hereby acknowledges that said computer programs, materials and other information provided by the Department to the Contractor hereunder, together with the products delivered and services performed by the Contractor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Fla. Stat., and that the Contractor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Contractor first demonstrating to the Department's satisfaction that such information, in part or in whole, (1) was already known to the Contractor prior to its receipt from the Department; (2) became known to the Contractor from a source other than the Department; or (3) has been disclosed by the Department to third parties without restriction, the Contractor shall be free to use and disclose same without restriction. Upon completion of the Contractor's performance or otherwise cancellation or termination of this Contract, the Contractor shall surrender and deliver to the Department, freely and voluntarily, all of the above-described information remaining in the Contractor's possession.

The Contractor warrants that all materials produced hereunder will be of original development by the Contractor and will be specifically developed for the fulfillment of this Contract and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the Department harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

If applicable, the terms and conditions specified in this section shall also apply to any subcontract made under this Contract. The Contractor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

I. Sponsorship

Pursuant to section 286.25, Fla. Stat., any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state

agency shall, in publicizing, advertising, or describing the sponsorship of the program, state:

“Sponsored by (CONTRACTOR) and the State of Florida, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.”

If the sponsorship reference is in written material, the words "State of Florida, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES" shall appear in the same size letters or type as the name of the organization.

J. Invoices

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.

K. Final Invoice

If this is not a lump-sum contract for which a single invoice will be processed, the Contractor must submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all applicable deliverables and invoices due from the Contractor and necessary adjustments thereto have been approved by the Department.

L. Public Entity Crime

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Fla. Stats., for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

M. Driver Privacy Protection Act (DPPA)

The Contractor shall access, use and maintain the confidentiality of all information received under this Contract in accordance with Chapter 119, Fla. Stat., and DPPA, if DPPA is applicable to service delivery under this Contract. Information obtained under this Contract shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section may be subject to prosecution as provided in sections 119.10 and 775.083, Fla. Stat. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

If DPPA information is exchanged under this Contract, the Contractor agrees to the following:

Information exchanged will not be used for any purposes not specifically authorized by

this Contract. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.

Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.

Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.

All personnel with access to the information exchanged under the terms of this Contract will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Contractor.

All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Contractor.

All access to the information must be monitored on an on-going basis by the Contractor. In addition, the Contractor must complete an annual audit to ensure proper and authorized use and dissemination.

By signing this Contract, the Contractor attests that its procedures will ensure the confidentiality of the information exchanged will be maintained and will be in accordance with the appropriate Driver Privacy Protection Act Exceptions

N. Confidentiality of Information

Contractor agrees that it will not use or disclose any confidential information, including social security numbers that may be supplied under this Contract pursuant to law, for any purpose not in conformity with state and federal laws.

O. Employment

Contractor shall comply with Section 274A (e) of the Immigration and Nationality Act. The Department shall consider the employment by any contractor of unauthorized aliens a violation of this Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all contracts or subcontracts with private organizations issued as a result of this Contract.

P. Work Authorization Program

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new

employees hired by the subcontractor performing work or providing services pursuant to this Contract.

Q. Scrutinized Companies Lists

Pursuant to section 287.135, Fla. Stat., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing this Contract, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Fla. Stat. Pursuant to subsection 287.135(5), Fla. Stat., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

R. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

S. Governing Law and Venue

This Contract is executed and entered into in the state of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the state of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

T. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Fla. Stats., seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

U. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

V. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively, which it deems are necessary to protect the best interests of the State of Florida.

W. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of paragraph 287.042(16)(a), Fla. Stats. 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.

X. Scope Changes After Contract Execution

During the term of the Contract, the Department 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 Department may make an equitable adjustment in the Contract prices 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. Additions of goods or services shall be at contract price or the then-current market price, whichever is lower. Deletions shall be at contract prices, meaning any reduction in service, term, or hours shall remain at the contract price. Substitutions or additions of goods or services not offered within the contract documents shall be at mutually agreed prices, with all terms and conditions accepted in writing by both parties and attached to an appropriate purchasing document (e.g., Purchase Order).

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the goods or services as specified herein.

Y. Expired Term Purchase Orders (P.O.)

Goods or services are not to be provided after the expiration date of a term Purchase Order. It is the Vendor's responsibility to discontinue service and/or retrieve its equipment unless a written extension or renewal order is received in advance.

Z. Terms and Conditions

No other terms and conditions shall apply except as stated in this Contract or in the Purchase Order incorporating this Contract. This contract shall prevail in the event of conflict with any terms in the Contractor's quote or the Department's Purchase Order.

AA. Performance Bond

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

BB. Preferred Price Affidavit Requirement

The Contractor shall submit to the Department, at least annually, a Preferred Price Affidavit Requirement form. This affidavit will be provided by the Contract Manager to the Contractor annually.

SAMPLE

IN WITNESS HEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
CONTRACTOR'S NAME

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

**DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES**

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME:
TITLE:
DATE: _____

SIGNED
BY: _____
NAME: John McCarthy
**TITLE: Chief Counsel,
Office of the General Counsel**
DATE: _____

**ATTACHMENT M
CERTIFICATION OF DRUG-FREE WORKPLACE**

In the event of Identical or Tie Bids/Proposals: Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tied awards will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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.

Signature

Date

Printed Name of Signer/ Title of Signer/ Company Name