



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

November 18, 2021

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

Solicitation Number: **FLHSMV-ITN-001-22**

Title of Solicitation (items solicited): **Tablets and Software for the Department's Automated Driver License Testing System (ADLTS)**

Commodity Code(s):
43211509 Tablet Computers
43211503 Notebook Computers
43230000 Software
81111500 Software or Hardware Engineering
81111810 Software Coding Service
81112200 Software maintenance and support
81112217 Industry Specific Software Maintenance



Department of Highway Safety and Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

Date and Time Responses are Due: **December 21, 2021 no later than 2:00 p.m., EST**

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

To receive information on Department of Highway Safety and Motor Vehicles (FLHSMV) solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System (VBS) at:
http://www.myflorida.com/apps/vbs/vbs_main_menu.

Note: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (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.

Table of Contents

1.0	Background	5
1.1	Department's Network Capabilities	6
1.2	Current Testing Process.....	6
1.3	Description of the Current System.....	8
1.4	Estimated Test/Exam Volumes	9
2.0	Purpose and General Overview	9
2.1	Definitions	10
2.2	Procurement Officer	12
2.3	Term.....	13
2.4	Renewals	13
2.5	Solicitation Conflicts and Order of Precedence	13
3.0	ITN Process Overview.....	13
3.1	General Overview.....	13
3.2	Who May Respond.....	13
3.3	Restriction on Communications.....	14
3.4	Respondent Questions.....	14
3.5	Addenda.....	14
3.6	Cost of Response Preparation	15
3.7	Response Opening.....	15
3.8	Disclosure of Response Contents	15
3.9	Modification or Withdrawal of Response	15
3.10	Prohibition of Gratuities	15
3.11	Diversity	15
3.12	Minority and Service-Disabled Veteran Business Enterprise Report.....	16
3.13	Non-Exclusive Rights	16
3.14	Response Tenure.....	17
3.15	Accessibility for Disabled Persons.....	17
3.16	Cooperation with the Inspector General	17
3.17	MyFloridaMarketPlace Transaction Fee.....	17
4.0	Additional Information	18
4.1	Mandatory Requirements	18

4.2	Minor Response Exceptions.....	18
4.3	Non-Responsive Responses, Non-Responsible Proposers	18
4.4	Subcontracts	19
4.5	Joint Ventures and/or Legal Partnerships	19
5.0	Response Submission Instructions	19
5.1	Response Submission.....	19
5.2	Redacted Submissions.....	21
5.3	Mandatory Submission Requirements.....	22
5.4	Added Value.....	29
5.5	Florida Preference (No points will be awarded).....	29
5.7	Response Guarantee	30
5.8	Contractual Submissions.....	30
5.9	Contractor Responsibility	30
5.10	Additional Documents/Requirements	30
6.0	Award Methodology.....	32
6.1	Negotiation Phase	32
6.2	Basis of Award	33
6.3	Response Clarification	33
6.4	Contract Formation.....	34
6.5	Posting of Agency Decision.....	34

Attachments:

ATTACHMENT A -- CALENDAR OF EVENTS

ATTACHMENT B -- SCOPE OF WORK

Exhibit 1 -- DEPARTMENT'S CURRENT HARDWARE

Exhibit 2 -- ADLTS CDL Testing Reports Calendar Year 2018-2020

Exhibit 3 -- ADLTS Class E Exam Results July 2018 – June 2021

ATTACHMENT C -- ADDITIONAL TERMS AND CONDITIONS

ATTACHMENT D -- RESPONDENT INFORMATION FORM

ATTACHMENT E -- PAST PERFORMANCE

ATTACHMENT F -- PRICE SHEET

ATTACHMENT G -- REQUIRED CERTIFICATIONS

ATTACHMENT H -- RESPONDENT QUALIFICATION QUESTIONS

ATTACHMENT I -- EVALUATION CRITERIA AND NEGOTIATIONS

Solicitation Introduction

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

- A. Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (response, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- C. Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events, and view the answers given in the formal “addenda” issued for the solicitation. Also, please refer to any Addenda.
- D. Follow the format required in the solicitation** when preparing your response submission. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- E. Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. Responses are reviewed based solely on the information and materials provided in your response.
- F. Use the forms provided.** For example: Certification forms; Price Sheet forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- G. Review and read the solicitation document again** to make sure that you have addressed all requirements. The original electronic copy of the reply must bear an original signature in the appropriate locations and must include all attachments.
- H. Submit your response on time.** Note all of the dates and times listed in the Calendar of Events and within the document and be sure to submit all required items on time. Late responses will not be opened or considered and will be rejected. In addition, physical response submittals are not allowed and will not be accepted, opened or considered and will be rejected.

1.0 Background

The Department of Highway Safety and Motor Vehicles (Department) manages Florida's driver licensing program. Florida law requires a first-time driver to pass knowledge exams and skills tests prior to issuance of a driver license. The knowledge and skills exams are designed to protect the public from hazards posed by unqualified motor vehicle operators.

There are two (2) basic types of licenses – operator (Class E) license and commercial (Classes A, B and C) license. In Florida, Class E driver licenses are issued to drivers operating vehicles less than 26,001 pounds, which are not equipped to transport 16 or more passengers, including the driver or hauling hazardous materials. Applicants must pass a knowledge exam in order to obtain a learner's permit and must pass a driving skills test to become fully licensed.

Skills tests (road tests) administered by state and Tax Collector examiners are given in person and performance is then recorded on a paper form, with pass/fail scores manually calculated, or the test is recorded via mobile tablet use and entered into the driver license issuance system. Third-Party Administrators (TPA) administer skills tests via a mobile tablet.

Currently, all operator (Class E) skills tests are administered through state or Tax Collector offices and TPAs, with the exception of any teenager who completes a driver education program through their local high school. Driver education graduates are not required to complete additional skills tests. The Commercial Driver License (CDL) skills tests are administered by TPAs.

State and Tax Collector offices offer exams online on a computer located in the office. Third-Party Administrators offer on-site proctoring Class E knowledge exams. Applicants under the age of eighteen (18) may take the exam at home as long as it is proctored by a parent or guardian.

Driver education is currently offered in approximately fifty (50) of the sixty-seven (67) school districts and a few private high schools.

The Department anticipates the following business environment changes during the next several years:

- a) All state driver license offices will be closed and absorbed by the local Tax Collector offices by 2025. (see, Constitutional Amendment 10 from 2018, Section 322.135(1), F.S.)

- b) TPAs will offer Class E knowledge exams online. The Department is exploring the option of allowing applicants who are eighteen (18) years old and older to take the knowledge exam online. Currently, only those individuals who are ages fifteen (15) to seventeen (17), are eligible to take the Class E knowledge examination online. If this program change is adopted, age will no longer determine online knowledge exam eligibility.
- c) TPAs that offer proctored Class E knowledge exams will likely decrease in number, as potential license holders eighteen (18) years old and older transition to online testing.
- d) The Department will encourage TPAs to use the tablet system at their own expense to provide CDL driving skills test to students who apply for Class A, B, and C licenses.

1.1 Department's Network Capabilities

The Department's network has two-hundred and twenty plus (220+) offices handling driver license operations. The offices' circuit sizes range from four (4) Megabits per second (Mbps) to ten (10) Mbps. The circuit at the Department's headquarters in Tallahassee is two hundred (200) Megabytes (MB) and the circuit to the internet is one hundred (100) MB. All field office traffic comes to the Department's Tallahassee headquarters and then to the internet. The Contractor must be able to work within the confines of current network capabilities or describe an alternate solution in the ITN response.

1.2 Current Testing Process

Florida's Automated Driver License Testing System (ADLTS) is a centrally administered testing system that supports testing centers in state and Tax Collector Driver License offices located throughout Florida. Currently, the Department has one hundred ninety-four (194) Tax Collector offices and ninety-three (93) active contracts with TPAs. The purpose of the system is to perform driver license, commercial driver license, and motorcycle license testing in a user-friendly intranet and extranet environment. Questions are provided by the Department to the Contractor. There are three hundred and fifty (350) Class E questions in the current test database. The test database is maintained by the Contractor. The ADLTS is a web-based system that is used to display and control all driver license testing, administrative, supervisor, examiner, and extranet functions.

The administrators of the ADLTS application control user accounts, testing office information, creating new exam categories, creating new questions, and printing reports.

The current Contactor maintains the exam databank and has established procedures for TPAs to retrieve randomly generated test questions per applicant via web service.

Any student who fails an exam is given the opportunity to retake the exam with the TPA two (2) additional times.

The TPA is required to collect a statutory fee of ten dollars (\$10.00) for each retest that is remitted to the Department electronically. Each exam is assigned a unique identifying number for tracking and auditing purposes. As part of this program, the opportunity exists for TPAs to administer the driver license knowledge exams in-person in a proctored setting.

All contractual language and current business rules for the Third-Party Administration of Class E knowledge exams are available at <https://www.flhsmv.gov/driver-licenses-id-cards/education-courses/third-party-administrator-program/>. Approximately fifty (50) of the sixty-seven (67) Florida school districts and several private high schools conduct both Class E knowledge exams and skills tests for their enrolled driver education students through the Driver Education Licensing and Assistance Program (DELAP). The tests (knowledge exam and driving skills test) administered are the same as the Class E licensing exams and tests given in driver license offices by Department and Tax Collector DL examiners.

All CDL knowledge exams must be conducted in a state or Tax Collector office. Knowledge exams for CDL include general knowledge (required for all first-time CDL applicants), doubles & triples, tank vehicles, passengers, school buses, hazardous materials, air brakes and combination vehicles. Test questions and answers for this vehicle classification are provided by [American Association of Motor Vehicle Administrators](#) (AAMVA).

Commercial driver licensing pre-trip inspection, basic controls, and road test skills tests are conducted by two-hundred and sixty (260) third party businesses and agencies that have the necessary resources. Testing authority is granted by the Department through contracts. Some charge a fee for their services while others test only their own employees.

Test procedures are prescribed by federal regulation, following AAMVA Model CDL Testing System.

1.3 Description of the Current System

The ADLTS system updates data in real-time, tracking the applicant, the questions assigned, and the selected answers, as well as the overall pass/fail result for each exam. The ADLTS database is a relational database that follows standard database design principles.

Some exams are proctored and administered to students in a classroom setting and other TPAs allow students to take the exam from home via the internet. When exam results are posted by the Third-Party Administrator, the exams are graded in ADLTS and the results are made accessible to the Driver License Issuance System so that the appropriate credentials can be issued.

The CDL skills test results are currently manually entered by the TPA or CDL Senior Highway Safety Specialists in the web based Third Party Waiver System, commonly called the Paperless Waiver System (PWS). Driver licensing examiners later retrieve the PWS results when the applicant comes to the office for issuance of their license. An interface between the PWS and Online Registration and Identity Operating Network (ORION) platform allows examiners to easily transfer test results to the drivers' record.

Current ADLTS Functionality

The current ADLTS application includes the following functions:

- a) Operation of the Administrator Program:
 - Administrator – Login
 - Administrator – Menu
 - Administrator – Statistical data reports
 - Administrator – Add questions:
 - Add/View questions
 - Add or modify a question based on an existing or retired question
 - Administrator – Exam classifications:
 - Add categories
 - Add exam classification
 - Modify exam classification
 - Administrator – View ADLTS System Status:
 - Add test station
 - Status test station detail
 - Edit/Delete a test station
 - Administrator – manager users:
 - Add users
 - Edit users

b) Operation of the supervisor/examiner program:

- Supervisor/examiner – login
- Supervisor/examiner – menu
- Supervisor/examiner – register applicant
 - Lookup applicant
 - Applicants search results
 - Add new applicant
 - Applicant confirmation
 - Printed exam
- Supervisor/examiner – monitor test station:
 - Specific test station status
 - Add test station
 - Edit/delete a test station
- Supervisor/examiner – view test results:
 - View specific applicant test
- Supervisor/examiner – old tests:
 - Old tests lookup
 - Applicants search results
 - Old test list
 - Old test
- Supervisor/examiner – printed exams:
 - Enter exam results
- Supervisor – statistical data reports
- Supervisor – manager system users:
 - Edit users
 - Add users

1.4 Estimated Test/Exam Volumes

The estimated test volumes are indicated in the attached exhibits, as listed below:

- Exhibit 2 – ADLTS CDL Testing Reports Calendar Years 2018-2020; and
- Exhibit 3 – ADLTS Class E Exam Results July 2018 - June 2021.

2.0 Purpose and General Overview

The Department is issuing this Invitation to Negotiate to establish a contract with one vendor that will provide a complete solution consisting of electronic tablets, software, software integration, installation, configuration, testing, warranty, maintenance, support, and training to be used by state Driver License offices, Tax Collector offices, DELAP and by Third Party Administrators, for driver license testing purposes.

The Respondent must ensure successful operation, updating and maintenance of all hardware and software associated with the solution contemplated by this ITN.

The Respondent must provide the state and Tax Collector offices, DELAP providers and TPAs a consistent methodology for accessing and consuming the web-based tests' questions and answers.

Tests/exams must be available in, at a minimum, English, Spanish, Haitian Creole, Russian, Mandarin Chinese, Arabic, Portuguese, Vietnamese and French. The Respondent shall provide written and spoken translation services for all languages supported by the system. Translation services must, at a minimum, include all test/exam questions, answers, and test instructions.

The solution shall consist of:

- a) Tablets, as described in ATTACHMENT B, Section 2.0, Products and Services provided by the Contractor, Section 2.1, A. Technical Requirements, Section 2.1.1., Hardware/Tablets.
- b) A web-based application for the administration of Class E driver license knowledge exam in state, Tax Collector offices, DELAP, and TPAs.
- c) A web-based application for the administration of Class A, B, and C driver license knowledge exams in state and Tax Collector offices.
- d) A web-based application for the motorcycle knowledge exams.
- e) A tablet-based solution for the administration of Class E driver license skill test which is **compatible with existing tablets** used by the state, Tax Collector offices, DELAP and TPA's.

All Third-Party Administrators of Class E driver license knowledge exams and skills tests will be required to adopt this solution. The Contractor may charge the Third-Party Administrators for this solution.

2.1 Definitions

- a) **Awarded Contractor (also referred to as "Successful Vendor" or "Vendor")**: The party selected for award under this ITN, with whom the Department intends to enter into a formal contract document.
- b) **Authorized Representative**: The owner, corporate officer, or director of the Contractor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the response, if signed by other than the Authorized Representative.
- c) **Best and Final Offer (BAFO)**: The Respondent's best offer in response to the ITN. This ITN includes a two-stage process of Contractor selection.

- d) **Business Day**: Any day in which normal business is conducted, typically Monday through Friday, excluding State-observed holidays.
- e) **Business Hours**: The hours of 8:00 a.m. to 5:00 p.m., local time, on any business day. (Note: Florida is geographically situated in both the Eastern and Central time zones.)
- f) **Contract**: A formal purchasing document that contains or incorporates the terms and conditions that apply to the purchase to be made pursuant to this ITN, executed between the Department, and awarded Contractor.
- g) **Contractor**: The party selected for award under this ITN, with whom the Department intends to enter into a formal contract document. Also referred to as "Vendor".
- h) **Contract Term**: The longest period of time the contract could remain in effect, including the optional renewal term and any required extension(s) authorized under the provisions of Section 287.057(12) and (13), F.S. Whether the contract remains in effect during this entire time frame is dependent upon satisfactory performance by the Contractor, continued appropriations by the Legislature, and other factors stated in the ITN and resulting contract.
- i) **Confidential Information**: Data, material and information deemed "exempt" or "confidential" by the Florida Public Records Law, Chapter 119, F.S., or any other provision of the F.S., or Article I, Section 24, Florida Constitution, or as identified by Federal law, or as identified by the Department. For purposes of this ITN and resulting contract, reference to Confidential Information includes personal identification information, including, but not limited to, Social Security Numbers, addresses, or Contractor's proprietary information.
- j) **Day**: A calendar day, unless otherwise specified.
- k) **ITN**: This Invitation to Negotiate.
- l) **Prospective Contractors**: Entities submitting a formal response to this ITN; also referred to as "Respondents," Proposers" or "Vendors."
- m) **Purchase Order or PO**: The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2, referenced in **ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS**. (Note: The terms "Purchase Order" and "Contract" are intended to be utilized interchangeably herein, although a purchase order is not "executed" by the parties.)

- n) **Respondents**: Entities submitting a formal response to this ITN; also referred to as “Contractors”, “Prospective Contractors” or “Vendors.”
- o) **State or Department**: State or Department shall be synonymous with the Florida Department of Highway Safety and Motor Vehicles.
- p) **Subcontractor**: Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor. See solicitation to determine whether subcontracting is permitted.
- q) **Third-Party Administrator**: A person, public or private corporation, firm, or organization, the results of which may be accepted in lieu of the results of the examination given by the Department. A Third-Party Administrator must be authorized by the Department. The Department, any of its offices and any Tax Collector Offices is not a third-party administrator.
- r) **Vendor**: Any firm or person who submits a response to the Department in response to this solicitation. (NOTE: The terms “Respondent,” “Vendor,” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in **ATTACHMENT C - ADDITIONAL TERMS AND CONDITIONS** for additional definitions in [PUR 1000](#), Paragraph 1, and [PUR 1001](#), Paragraph 1.

2.2 Procurement Officer

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact regarding all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

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

Section 287.057(23), F.S., requires that “Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, excluding Saturdays, Sundays, and state holidays, any

employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

2.3 Term

The contract term shall be for a period of up to five (5) years from the date of contract execution or issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to five (5) years.

2.4 Renewals

Renewal may be structured as a single five-year term, five (5) one (1) year terms, or any combination totaling no more than five (5) years. Exercise of the renewal option is at the Department’s discretion and will be contingent upon satisfactory service, and subject to annual appropriation by the state Legislature (See, subsection 287.057(13), F.S.).

2.5 Solicitation Conflicts and Order of Precedence

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

- a) ITN Addenda, in reverse order of issuance;
- b) ITN, including all attachments;
- c) [General Contract Conditions \(PUR 1000\)](#);
- d) [General Instructions to Respondents \(PUR 1001\)](#); and
- e) Contractor’s submitted response.

3.0 ITN Process Overview

3.1 General Overview

The Invitation to Negotiate (ITN) is a method of competitively soliciting a commodity or contractual service under section 287.057(1)(c), F.S., and awarding a contract to the responsive and responsible respondent(s) submitting overall best value to the state. The Department posts an ITN on the state of Florida Vendor Bid System (VBS) to initiate the solicitation process.

3.2 Who May Respond

The Department seeks replies from capable vendors and seeks to contract with one (1) Respondent to provide a complete solution consisting of electronic tablets,

software, software integration, configuration, testing, and related services for the Department's Automated Driver's License Testing System (ADLTS) as described in **ATTACHMENT B - SCOPE OF WORK**.

The Respondent must be authorized to conduct business within the state of Florida and must possess the experience and have the capability (e.g., sufficient personnel and resources) to provide the products and services described in this ITN in a timely and workmanlike manner. The Department retains the right to request additional information pertaining to the Respondent's ability and qualifications to fully perform the contract requirements described in this ITN and integrity and reliability to assure good faith performance. See Section 4.3, Non-Responsive Responses, Non-Responsible Proposers, for additional information.

3.3 Restriction on Communications

Prospective Contractors 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.

3.4 Respondent Questions

Questions related to this ITN must be received in writing, via email, by the Procurement Officer listed in the Procurement Officer Section above, within the time indicated in **ATTACHMENT A - CALENDAR OF EVENTS**. Questions must reference FLHSMV-ITN-001-22 in the subject line of the e-mail.

Written answers to questions received by the Department will become part of this solicitation and will be posted on the VBS, through an addendum, on or about the date referenced in the Calendar of Events.

Note: The Department reserves the right to respond to late-submitted questions if doing so, in the sole and exclusive discretion of the Department, is in the state's best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing).

3.5 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the VBS at:

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

It is the responsibility of the Respondent to check the VBS for new or changing information.

3.6 Cost of Response Preparation

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

3.7 Response Opening

The Department will hold a public opening of the responses at the date, time, and location (including a conference call number) indicated in the Calendar of Events.

3.8 Disclosure of Response Contents

All documentation produced as part of the ITN will become the exclusive property of the Department and will not be returned to the Respondent.

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

3.9 Modification or Withdrawal of Response

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

3.10 Prohibition of Gratuities

By submission of a response, a prospective Contractor 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.

3.11 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses.

Participation of a diverse group of Respondents doing business with the state is central to the Department's efforts. To this end, small minority, veteran-owned and women-owned business enterprises are encouraged to participate in the state's procurement process as both prime Respondents and subcontractors under prime contracts.

The state of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (See section 3.12, Minority and Service-Disabled Veteran Business Enterprise Report, below.)

3.12 Minority and Service-Disabled Veteran Business Enterprise Report

- a) The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report. The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.
- b) The Contractor shall complete and submit, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:

bpcreporting@flhsmv.gov

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

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

3.13 Non-Exclusive Rights

The right to provide the Products or services, as applicable, which will be granted under the resultant contract/purchase order, shall not be exclusive. The Department reserves the right to contract for and purchase products or services

from as many firms as it deems necessary without infringing upon or terminating the resultant contract/purchase order.

3.14 Response Tenure

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

3.15 Accessibility for Disabled Persons

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

3.16 Cooperation with the Inspector General

The Contractor shall cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review or hearing pursuant to section 20.055, F.S.

3.17 MyFloridaMarketPlace Transaction Fee

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to section 287.057(22), F.S., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which each Contractor shall pay to the state of Florida, unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (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, each Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, a Contractor certifies their correctness. All such reports and payments shall be subject to audit by the state or its designee.

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

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

4.0 Additional Information

4.1 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 the future) in this ITN, indicates a mandatory requirement or condition.

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.

4.2 Minor Response Exceptions

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

4.3 Non-Responsive Responses, Non-Responsible Proposers

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

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

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

“Responsible” or “Qualified Respondent” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information as required in the solicitation, to determine responsibility, may be cause for rejection of the response.

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

4.4 Subcontracts

The prospective Contractor may, only with prior written consent of the Department, enter into written subcontracts for the delivery of products or performance of services described in this ITN. Anticipated subcontract agreements known at the time of response submission, must be identified in the response. If a subcontract has been identified at the time of response submission, a copy of the proposed subcontract must be submitted.

No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its contractual duties.

4.5 Joint Ventures and/or Legal Partnerships

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

5.0 Response Submission Instructions

5.1 Response Submission

Responses shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITN. The emphasis of each response shall be on completeness and clarity of content. The response forms furnished with this ITN must be submitted with the response and are to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms must be signed and dated by the Vendor's Authorized Representative.

Completed forms must be included in the Respondent's response. If any item is missing or incomplete, the response may be deemed non-responsive. The entire response packet with all forms and documents required shall be referred to as the Respondent's "Response."

The prospective Contractor shall submit its response in the following manner:

- 5.1.1 **One (1) electronic version of the original response, marked "Original Response"** (required information in Section 5.3 Mandatory Submission Requirements below), **and one (1) electronic copy of the redacted response, marked "Redacted Copy"**, if applicable (see, subsection 5.2, Redacted Submissions, below) must be submitted **by email** to the Procurement Officer identified in Section 2.2, Procurement Officer, no later than the time indicated in **ATTACHMENT A - CALENDAR OF EVENTS**, for receipt of responses.

Please note: If a redacted copy is not provided, the Department will provide a copy of the original submittal upon any public records request.

- 5.1.2 **One (1) electronic version of the TECHNICAL RESPONSE**, as indicated in **Section 5.3.5. TECHNICAL RESPONSE MANDATORY DOCUMENTATION**.

- 5.1.3 All pages must be numbered, identify the ITN number, and include the prospective Contractor's name.

- 5.1.4 **Delivery of Responses:**

All proposals shall be submitted **via EMAIL ONLY** and addressed to the Procurement Officer identified in subsection 2.2, Procurement Officer and below, and must be received by or before the date and time indicated in **ATTACHMENT A, CALENDAR OF EVENTS**. The Department will not consider late responses. Respondents are advised to examine their responses carefully and to ensure all mandatory requirements are met. **Hardcopy/paper submissions will not be accepted.**

The electronic versions - **ORIGINAL including all attachments, a REDACTED copy and the TECHNICAL RESPONSE** - shall be submitted via email to the procurement officer below. The email shall contain the solicitation number **FLHSMV-ITN-001-22 – OFFICIAL RESPONSE** and company name and sent to the Procurement Officer below:

Corina Chiorescu
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
850-617-3176
CorinaChiorescu@flhsmv.gov
and
Purchasing@flhsmv.gov

Upon submittal, the Contractor shall request confirmation from the Department for proof of receipt. The Department will respond with confirmation upon receipt of each response. If no receipt is provided, it's the Contractors responsibility to contact the procurement officer for further inquiry.

Responses that include any qualifying language, conditions, caveat(s), modification(s), or other language changing or not meeting the requirements of the ITN, anywhere in the response will be viewed as a conditional response and the Department may reject the ITN response.

5.2 Redacted Submissions

This subsection supplements Section 19 of the [PUR 1001](#).

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

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from

disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

5.3 Mandatory Submission Requirements

The Prospective Contractor's response shall consist of the following requirements. All items listed below are mandatory, unless otherwise noted. **FAILURE TO INCLUDE ANY ITEM REQUIRED TO BE INCLUDED IN THE RESPONSE MAY RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S RESPONSE.**

5.3.1 RESPONDENT INFORMATION FORM, ATTACHMENT D (No points will be awarded)

This form serves as the document covering transmittal of the response, as well as verification of the prospective Contractor's name, address, and Federal Employer Identification (FEID) Number. The form must be completed in its entirety to provide the name, title, address, telephone number and email address of the official prospective Contractor's contact person and contract manager, and alternates for those persons, if available. These individuals must have the authority to bind the prospective Contractor to a contract and shall be available to be contacted by telephone and to attend meetings as may be appropriate.

ATTACHMENT D – RESPONDENT INFORMATION FORM, shall be labeled and tabbed separately and **should be included with the original electronic response only.**

5.3.2 PAST PERFORMANCE - CLIENT REFERENCES, ATTACHMENT E (90 points possible)

In the space provided on **page 1 of ATTACHMENT E - PAST PERFORMANCE - CLIENT REFERENCES**, the prospective Contractor must list all business names under which it has operated during the last three (3) years. Mark N/A if the business name has not changed within the past three (3) years.

In the spaces provided, the prospective Contractor must provide the information indicated for three (3) separate and verifiable, Non-FLHSMV (Department of Highway Safety and Motor Vehicles) client references.

Each reference must be notarized by a Notary Public. The Department may reject the response submitted by any Respondent that does not provide notarized client references.

The client references listed must be able to attest that the prospective Contractor provided products and services similar in nature to the scope of work contemplated in this ITN. The same client reference may not be listed for more than one (1) of the required references and confidential client references shall not be included. In the event the prospective Contractor has had a name change since the time work was performed for a listed reference, the name under which the prospective Contractor operated at that time must be provided in the space provided for Contractor's Name.

Client references that are listed as subcontractors will not be accepted as Past Performance client references under this ITN. Entities having an affiliation with the prospective Contractor (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 client references under this ITN.

ATTACHMENT E - PAST PERFORMANCE - CLIENT REFERENCES, shall be clearly labeled and **should be included with the original electronic response only**.

5.3.3 PRICE SHEET, ATTACHMENT F (40 points possible)

The Respondent shall submit a completed **ATTACHMENT F, PRICE SHEET** in electronic format (Excel), as provided by the Department, **and a signed version in Adobe pdf format**, to be considered responsive.

- a) **Tab 1:** The Respondent shall provide the tablet brand and model number and a price(s) in each yellow cell of the price sheet. Failure to provide a price in a cell may deem the price-sheet non-responsive.

NOTE: The Department reserves the right to purchase its own hardware (tablets) and use the prospective Contractor's software. The purchase of tablets from the awarded Contractor shall be optional for the Department and Tax Collectors.

- b) **Tab 2: Additional Features** shall include any software license (s) and any software and/or hardware enhancements.

NOTE: The software shall be provided at no cost to the Department, Tax Collectors and DELAP.

The Contractor may only charge the TPAs for any software provided.

The license type (e.g., single fee for all access, or license per test, or a combination of an initial fee then per access price) will be determined by the prospective Contractor and shall be described on Tab 2 of **ATTACHMENT F, PRICE SHEET**.

- c) All prices shall be inclusive of production, packaging, shipping, and delivery to end user site, and software development, installation, configuration, maintenance, and testing to ensure operational status.
- d) The Respondent shall use legible handwriting, if applicable, when completing the price sheet(s).
- e) All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Respondent's price sheet calculations are identified, unit prices submitted by the Respondent will be used to determine the total price for that Respondent, unless determined otherwise by the Department.

Price(s) will be final based on Department verification. Department-corrected price sheets will be made available upon written request to the Respondent as permitted by state law.

- f) **The Department will not accept and will not agree to any qualifying or caveat language for pricing within ATTACHMENT F - PRICE SHEET. A response that includes qualifying or caveat language on ATTACHMENT F – PRICE SHEET will be viewed as a conditional response and the Department may reject the Respondent's response. (See, also subsection 4.3, Non-Responsive Responses, Non-Responsible Respondents.)**

- g) **ATTACHMENT F - PRICE SHEET**, shall be labeled and tabbed separately and **should be included with the original electronic response only.**

5.3.4 REQUIRED CERTIFICATIONS, ATTACHMENT G (No points will be awarded)

The response must contain a completed **ATTACHMENT G - REQUIRED CERTIFICATIONS**, which include the following:

- a) **Acceptance of Contract Terms and Conditions** – Certifying that the prospective Contractor accepts and agrees to comply with the terms and conditions specified in this ITN. These terms and conditions will be restated and/or incorporated in the Department's Contract.
- b) **Organizational Conflict of Interest Certification** – Certifying that the prospective Contractor, its subcontractors (if applicable), subsidiaries, and partners, have no existing relationship or financial interest, and are not engaged in any other activity that creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this ITN, and must comply with section 287.057(17)(a)1, F.S.

ATTACHMENT G - REQUIRED CERTIFICATIONS, shall be labeled, and tabbed separately and **should be included with the original electronic response only.**

**5.3.5 TECHNICAL RESPONSE MANDATORY DOCUMENTATION ((a) through h) below) - 230 Total Points Possible
(Must be submitted with the original, electronic Response and all other electronic versions of the Response)**

The Respondent's reply to this ITN should be tabbed and shall consist of the following mandatory documentation:

a) Table of Contents (No points will be awarded)

The response shall include a Table of Contents. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers.

b) Executive Summary (No points will be awarded)

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

c) Organizational Structure and History (No points will be awarded)

Limited to a maximum of ten (10) pages, the prospective Contractor shall provide the requested information below which will demonstrate the prospective Contractor's and subcontractor(s)'s ability to successfully complete the work described in this ITN and its appendices, attachments, exhibits and referenced supporting documentation. The prospective Contractor's and any proposed subcontractor(s) information shall be shown separately.

Specifically, the prospective Contractor and their subcontractor(s) must provide:

1. Full legal name;
2. Proof of legal entity and authorization to do business with (and in) the state of Florida;
3. Country and state of incorporation;
4. Principal place of business;
5. Description of the Contractor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organizational charts and details concerning the number of facilities by geographic location;
6. Brief description of the prospective Contractor's principal type of business and history and what uniquely qualifies the Contractor for the work described in this ITN;
7. A summary of projects administered by the prospective Contractor similar to the one described in this ITN. The summary shall include each project scope (including whether performed as a joint venture/partnership and the work each participant performed with percentage of work indicated), the outcomes of each project, including barriers/complications and resolutions encountered, and identification of cost savings; and
8. Identification of any potential or actual conflicts of interest that might arise for the prospective Contractor as a result

of the Contract award to the prospective Contractor. Describe in detail the plan to eliminate or mitigate any conflicts. Such conflicts include, and are not limited to, those covered by Section 6, Conflict of Interest of the PUR 1001. Address both personal and organizational conflicts.

The following specifically apply to the prospective Contractor and shall be addressed as such:

1. Names and addresses of all affiliated or related companies, (including Contractors and/or subcontractor(s), if any) that are participating in this project and a brief description of the relationship to the prospective Contractor.
2. The Department reserves the right to approve, deny, and/or remove any Contractors and/or subcontractors. If proposing the use of any Contractors and/or subcontractors to perform the work described in this ITN, the prospective Contractor must:
 - Provide a detailed description of the prospective Contractor's experience as a Contractor managing Contractors and/or subcontractors and detail the plan to operate, manage and coordinate any proposed Contractors/subcontractors.
 - Provide a detailed description of the prospective Contractor's previous project experience with each Contractor/subcontractor and how they will be used on this project. If this would be the first project utilizing the proposed Contractor/subcontractor(s), explain why they were selected for this Project.
 - Provide the country and state of incorporation of any Contractor(s)/subcontractor(s).
 - Provide the principal place of business of any contractor(s)/subcontractor(s).
 - Proof of the legal entity and authorization to do business in the state of Florida of the contractor(s)/subcontractor(s).

d) Technical Requirements (100 points possible, maximum of 50 points each)

The Respondent shall describe, in detail, its proposed plan for

meeting all requirements as described in **ATTACHMENT B, SCOPE OF WORK, Section 2.0. Products and Services Provided by the Contractor, 2.1 Technical Requirements**

Responses must clearly identify how the Respondent can meet or exceed each of the ITN's requirements.

1. Hardware/Tablet Requirements (50 points)

The Respondent shall describe in detail, its proposed plan to provide tablets and describe how the tablets provided will meet the technical requirements outlined in the solicitation, as indicated in **ATTACHMENT B – SCOPE OF WORK, Section 2.0., Products and Services Provided by the Contractor, 2.1 Technical Requirements, 2.1.1. Hardware/Tablets**

The Respondent must identify the tablets' model, technical specifications, and accessories.

The Respondent shall briefly describe any additional but relevant features or capabilities and address any features that make the proposed commodity especially suited for the intended purpose.

2. Software Requirements (50 points)

The Respondent shall provide a description of the platform/technology solution. The Respondent shall identify all software by name and version number. Also, the Respondent must describe how the software/solution meets the requirements in the solicitation, as indicated in **ATTACHMENT B, SCOPE OF WORK, Section 2.0., Products and Services Provided by the Contractor, 2.1 Technical Requirements, 2.1.2 Software through 2.1.12, Optional Items**, and briefly identify any additional relevant features.

e) Training Plan (20 points possible)

The Respondent shall describe, in detail, its proposed plan training, as indicated in **ATTACHMENT B, SCOPE OF WORK, Section 2.0., Products and Services Provided by the Contractor, 2.2 Training.**

f) Service and Maintenance Plan (40 points possible)

The Respondent shall describe, in detail, its proposed plan to provide service and maintenance according to **ATTACHMENT B, SCOPE OF WORK, Section 2.0., Products and Services Provided by the Contractor, 2.3, Service and Maintenance.**

g) Staffing Requirements Plan (20 points possible)

The Respondent shall describe, in detail, its proposed plan to comply with staffing requirements, according to **ATTACHMENT B, SCOPE OF WORK, Section 2.0., Products and Services Provided by the Contractor, 2.4 Staffing Requirements**

h) Security and Fraud Prevention Plan (50 points possible)

The Respondent shall describe, in detail, its proposed plan to provide security and fraud prevention, according to the specifications in **ATTACHMENT B, SCOPE OF WORK, Section 2.0., Products and Services Provided by the Contractor, 2.6 Security and Fraud Prevention.**

5.4 Added Value

During the negotiation phase, the Department will consider items of added value in determining the best overall value of this project.

Virtual Proctoring Price – Optional for any Purchaser

Respondents are encouraged to submit business plans, in pdf format, of no more than twenty (20) double spaced pages, describing virtual proctoring functionalities. The business plan must specify the cost of the proctoring service(s). TPAs offering the Class E Knowledge Exam would be responsible for absorbing the cost of virtual proctoring services.

5.5 Florida Preference (No points will be awarded)

The Out-of-State Preference Letter shall be labeled and tabbed separately and should be included with the original reply only.

In accordance with Section 287.084, F.S., a Vendor whose principal place of business is located outside of the State of Florida, must accompany their Bid response documents with a written letter from an attorney-at-law, licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public POs/Contracts. The written document must identify

either the preference granted or contain a statement specifying that no preferences are granted.

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

A Vendor may submit questions regarding this requirement during the prescribed question and answer period noted in the Calendar of Events.

FAILURE TO SUBMIT ANY OF THE MANDATORY DOCUMENTATION OUTLINED ABOVE OR SUBMITTING ANY OF THE MANDATORY DOCUMENTATION OUTLINED ABOVE WITH ADDED LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), MAY RESULT IN THE REJECTION OF THE RESPONDENT'S RESPONSE.

5.7 Response Guarantee

The Department does not require a response guarantee for this solicitation.

5.8 Contractual Submissions

A Respondent's response to this solicitation shall be considered as the Respondent's formal offer.

5.9 Contractor Responsibility

The Department will consider the Contractor to be the sole point-of-contact regarding contractual matters. The Contractor will assume sole responsibility for providing the products and/or services offered in its response whether or not the Contractor is the manufacturer of said products or provider of such services or any component, thereof.

5.10 Additional Documents/Requirements

The following documents and/or requirements are to be completed and submitted upon notice of award and prior to contract execution:

5.10.1 Florida Department of State Registration

Pursuant to section 607.1501, F.S., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to section 607.1503(1), F.S., from the Florida Department of State, Division of Corporations, to transact business in the state of Florida. The Respondent agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the Respondent be awarded the contract. Website:

<https://dos.myflorida.com/sunbiz/>.

5.10.2 Florida Substitute Form W-9 Process

Proposers **must** register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Proposers provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:

<http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Proposers, please visit:

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

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

5.10.3 MyFloridaMarketPlace Registration

Each Proposer 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-1.033, 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 Contractor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A Proposer not currently registered in the MyFloridaMarketPlace system must do so within five (5) days of notice of award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website link available under Contractors at:

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.

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.

5.10.4 Scrutinized Companies and Prohibited Business Activities

Contractor Certification Regarding Scrutinized Companies List – the prospective Contractor shall complete and sign **ATTACHMENT G - CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**, in accordance with section 287.135(5), F.S.

The Department may, at its option, terminate the Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Contractor must certify in writing, annually, using **ATTACHMENT G – CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST** that its company is not engaging in a boycott of Israel, in accordance with section 287.135(5), F.S.

6.0 Award Methodology

6.1 Negotiation Phase

Negotiation sessions may be conducted with the top three (3) highest final scoring Respondents. The Department reserves the right to negotiate with more or less than the top three Respondents if it is determined by the Department to be in the best interest of the state to do so. Negotiations will be scheduled as deemed necessary by the Department and held at a location determined by the Department. The Department reserves the right to conduct negotiations in any order sequentially or concurrently; 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; and limit the number of individuals attending negotiations on behalf of a Respondent.

Negotiation sessions are not open to the public and each negotiation session shall be face-to-face or via video conferencing (if needed as available). All negotiation sessions will be recorded by the Department. The Department may terminate negotiations at any time for any reason with any or all scheduled Respondents or extend negotiations with any or all scheduled Respondents if to do so is in the Department's best interest. 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 video conferencing or telephone, or not conduct negotiations at all. The Department is under no obligation to award a contract as a result of negotiations.

Each Respondent scheduled to participate in negotiations with the Department shall provide the following at each negotiation session:

- a) Company representatives capable of binding the Respondent to contractual terms and pricing.
- b) Oral/technical presentation of their firm's capabilities, costs, and approach to meeting the requirements of this ITN.
- c) Answers to Department questions regarding the Respondent's capabilities, prices, approach and/or understanding about the Department's needs and expectations.

After the conclusion of all the negotiation sessions, utilizing selection criteria based upon the ITN and negotiations, the Department may request a Best and Final Offer (BAFO) from one or more Respondents. Respondents will be requested to submit a BAFO to the Department setting forth a Respondent's best offer in reply to the ITN, and to confirm the Respondent's agreement to the negotiated terms.

6.2 Basis of Award

Any award of a contract under this ITN shall be made to the responsive and responsible Respondent that the Department has determined provides the overall best value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship.

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

The Department reserves the right to award multiple contracts, for all or part of the work contemplated by this solicitation; divide the work among Contractors by type of service/good or geographic area, or both; award a contract for less than the entire service area or less than all services/goods encompassed by this solicitation, or both; or reject all responses.

6.3 Response Clarification

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of response submissions

from all respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the response.

6.4 Contract Formation

The Department intends to negotiate the terms and conditions listed in this ITN. The terms may be modified during negotiations at the sole discretion of the Department. No additional documents submitted by a Respondent will be incorporated into the Contract unless they are specifically identified by the Department and incorporated by reference into the subsequent awarded contract.

6.5 Posting of Agency Decision

The Department will post an Agency Decision (AD), stating its intent to award, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

The AD 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.

If the Department decides to reject all responses, or take any other action permitted by law, it will post its notice at the same VBS website.

REMAINDER OF PAGE LEFT BLANK

ATTACHMENT A CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation and indicates the dates and times governing all solicitation activities. Prospective vendors should become familiar with the Calendar of Events.

The dates and times within the Calendar of Events may be subject to change. It is the Prospective Vendor's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation posted on the Vendor Bid System (VBS) (http://myflorida.com/apps/vbs/vbs_wvw.main_menu). Prospective vendors are responsible for submitting all required documentation by the dates and times indicated below (Eastern Time) or as modified in an addendum, as applicable. The Department will not consider late submittals.

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by the Department	November 18, 2021	Electronically Posted http://myflorida.com/apps/vbs/vbs_wvw.main_menu
Deadline for Receipt of Written Inquiries	December 1, 2021, at 3:00 P.M., Eastern Time	By Electronic Mail Electronic Address provided in Section 2.2 of the ITN
<u>Anticipated</u> Date for Department Responses to Contractor Questions	December 7, 2021*	Electronically Posted http://myflorida.com/apps/vbs/vbs_wvw.main_menu
Deadline for Receipt of Replies ¹	December 21, 2021 at 2:00 P.M., Eastern Time	By Electronic Mail Electronic Address provided in Section 2.2 of the ITN
Deadline for Opening of Replies	December 21, 2021 at 2:30 P.M., Eastern Time	Same as above Conference Call number: 1-888-585-9008 Conference Room #: 625-608-165
<u>Anticipated</u> Evaluation of Replies	January 4, 2022 - January 12, 2022	Various
<u>Anticipated</u> Dates for Negotiations	January 19, 2022 February 16, 2022 -	Various

¹ "Replies" and "Responses," in both singular and plural form, are used interchangeably and mean the document submitted in response to, and in accordance with, this ITN, by a prospective contractor.

<u>Anticipated Posting of Notice of Intent to Award</u>	March 1, 2022*	Electronically Posted http://myflorida.com/apps/vbs/vbs_wwww.main_menu
<u>Anticipated Contract Execution Date</u>	April 1, 2022	N/A

*Please note: The Department reserves the right to post early or in the best interest of the state.

Note: Solicitation activities shall take place on the date and time indicated above, where applicable, with the exception of recognized State of Florida holidays (see, section 110.117, Florida Statutes (F.S.)). For planning purposes, prospective vendors should consider the utilized mailing service's observed holidays.

FLHSMV-ITN-001-22
ATTACHMENT B – SCOPE OF WORK

Table of Contents

1.0 Definitions and Acronyms.....	3
2.0 Products and Services Provided by the Contractor.....	3
2.1 Technical Requirements	4
2.1.1. Hardware/Tablets.....	4
2.1.2. Software.....	5
2.1.3 Software Licenses/Services Agreement.....	5
2.1.4 Custom Software.....	6
2.1.5 System and System Integration.....	7
2.1.6 Minimum Web Services Endpoints.....	8
2.1.7 Data Storage and Reports.....	10
2.1.8 Testing System - General Requirements	11
2.1.9 Testing System - Administrative and Reporting Functions	15
2.1.10 Backup and Recovery	16
2.1.11 Documentation	16
2.1.12 Warranty.....	16
2.1.13 Optional Items	17
2.2 Training.....	17
2.3 Service and Maintenance	19
2.4 Staffing Requirements	20
2.5 General Reporting Requirements	22
2.6 Security and Fraud Prevention.....	22
3.0 Deliverables.....	26
4.0 Financial Consequences.....	26
5.0 Compensation.....	27
5.1 Contract Payment	27
5.2 Invoicing.....	27
5.3 Late Invoicing.....	28
5.4 Additional Payment Terms	29
6.0 Special Provisions.....	29
6.1 Contract Management	29
6.2 Contract Amendments	32

6.3 Monitoring	32
6.4 Corrective Action Plan	33
6.5 Scope Changes after Contract Execution	34
6.6 Expired Term Purchase Orders (PO).....	34
6.7 Transition Plan (In the Event of Contract Cancellation, Termination, or Expiration)	35
7.0 Terms and Conditions.....	36
8.0 Performance Bond.....	37

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

1.0 Definitions and Acronyms

For the purposes of this solicitation attachment, the following words or terms shall have the indicated meaning:

- a) **Customer:** For the purposes of this solicitation, any taker of the Class E knowledge exam, Classes A, B, and C commercial driver license knowledge exam(s) and the skills test(s), or the Class E skills test.
- b) **Driving License (DL) Knowledge Exam:** To obtain a learner's license, customers must pass the Class E knowledge exam. The Class E knowledge exam consists of fifty (50) multiple-choice questions about Florida traffic laws, safe driving practices and identifying traffic controls. To pass, a customer must answer forty (40) out of fifty (50) questions correctly or score eighty (80) percent.
- c) **DL Skill Test:** To obtain a Class E driver license, customers must pass the Class E driving skills test which consists of a series of maneuvers used to determine an applicant's ability to safely operate a motor vehicle. To qualify for a driver license, customers must hold their learner's license for one (1) year (twelve (12) months)) from the issuance date or must be eighteen (18) years old.
- d) **DELAP:** Driver Education Licensing Assistance Program. Many high school driver education classes are authorized to provide the Class E knowledge exam through DELAP. Students who pass their Class E knowledge exam through an approved DELAP course in public or private schools will have the results entered into the Department's test records by their driver education teacher.
- e) **Tax Collector Offices:** The main and branch offices of a Tax Collector serving as an agent of the Department in providing driver license services pursuant to section 322.135, Florida Statutes (F.S.)
- f) **TPA:** Third Party Administrators. TPAs are third party organizations that have agreements with the Department to provide Class E exams services. The TPAs may also administer the Class E driving skills test and Commercial Driver License (CDL) skills tests.
- g) **Warranty:** a written guarantee given to the purchaser of new tablets and software by the manufacturer, specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period of time.

2.0 Products and Services Provided by the Contractor

The Contractor shall provide a solution, consisting of electronic tablets and secure software, with installation, configuration, testing, warranty, maintenance, support, and training to be used for the driver license testing system (ADLTS), by State Driver License Offices, Tax Collector Offices, DELAP and by Third Party Administrators (TPA). The solution shall meet, at a minimum, the technical requirements indicated below. The solution shall be compatible with the Department's current hardware. The Department's current hardware is described in **ATTACHMENT B, SCOPE OF WORK, Exhibit 1, DEPARTMENT'S CURRENT HARDWARE.**

The solution shall incorporate Global Positioning System (GPS) tracking technology for driving exam routes and must record the time it takes to complete the exam. The mobile solution shall utilize full disk encryption and strong time out authentication controls to ensure device security.

2.1 Technical Requirements

The Contractor shall provide a complete solution consisting of electronic tablets, software, software integration, configuration, testing, and related services as described in this **ATTACHMENT B, SCOPE OF WORK**.

All prices shall be inclusive of production, packaging, shipping, and delivery to end user site, and software development, installation, configuration, and testing to ensure operational status.

2.1.1. Hardware/Tablets

The electronic tablets must meet or exceed the following minimum requirements:

- a) All proposed tablets shall be new, not reconditioned, or refurbished.
- b) Operating System: Windows 10 Pro (64-bit);
- c) Display size/resolution: 12.2-inch 2,736 x 1,824 touch display Central Processing Unit (CPU);
- d) 7th generation Intel Core i5 i5-7300U Dual-core Processor;
- e) Memory: 8 Gigabytes (GB) Double Data Rate (DDR)4 onboard Random-Access Memory (RAM);
- f) Graphics: Intel High Definition (HD) Graphics 620;
- g) Storage: 256GB Solid State Drive (SSD), 4GB of RAM;
- h) Networking: Wireless Communication Technology, Wi-Fi, Long Term Evolution (LTE) supported;
- i) Cameras: 8 megapixel (MP) Rear Camera, 5MP Front Camera;
- j) The tablets must have a minimum eight (8) hour run time or quick charging capacity.
- k) Additional items:
 - Full Size Universal Serial Bus (USB) 3.0
 - Power Supply
 - Stylus Pen
 - Industrial grade, waterproof and shockproof case with built-in screen protector.
 - Docking station (to be used for printing route test results, administration, charging, and support purposes).
- l) The price per tablet shall not exceed \$2,500 and shall include: tablet, USB 3.0, power supply, stylus pen, waterproof and shockproof case with built-in screen protector, and docking station.

- m) Hardware/tablet maintenance shall be included for a minimum of three (3) years.
- n) Operating system maintenance shall be included for the term of the contract, as indicated in Section 2.3 below.
- o) Must support Windows Active Directory domains.

2.1.2. Software

All “off-the shelf” software technology proposed shall be available at the time of the required demonstration. All software must be current versions containing the latest security patches at the time of installation, unless otherwise agreed to by the Department. It is the responsibility of the Contractor to have staff with sufficient expertise to make recommendations for purchased software configuration.

The Contractor shall provide web-based software, including software delivery, installation, configuration, connections, integration, testing, software updates and software licenses, as described below:

- a) The prospective Contractor must include a **User Manual** in the ITN response and with the first delivery of the tablets to the purchaser.
- b) The software must work with touch screens.
- c) The user interface must be designed for easy, intuitive navigation and ensure Americans with Disabilities Act (ADA) compliance.
- c) The system must be web-based with interactive content using current technologies that allow mobile access.
- d) Contractor must provide minimum system requirements to ensure sufficient system performance, as indicated in Section 2.1.5., System and System Integration below.
- e) The software must allow State and Tax Collector examiners to print paper exams with corresponding answer sheets and must provide a mechanism for electronic grading of the paper exam.
- f) Software updates will be the responsibility of the Contractor with no-cost upgrades to prevent obsolescence for the term of the contract. The Department may request up to two (2) software updates each year and any unused updates rollover to later years or renewals of the contract.
- g) Must be compatible with Deep Freeze workstation reboot protection software (<https://www.faronics.com/products/deep-freeze/enterprise>)

2.1.3 Software Licenses/Services Agreement

All software shall be free of charge for the Department, Tax Collectors and DELAP.

The TPAs may be charged for software licenses. The license type (e.g., single fee for all access, or license per test, or a combination of an initial fee then per access price) will be determined by the prospective Contractor, following negotiations with the Department .

All commercial off the shelf proprietary software acquired as a result of this ITN shall be provided under the terms and conditions of the Contractor's standard software licensing contract, subject to requirements of Florida Statutes.

2.1.4 Custom Software

If custom software is required to meet the technical requirements of this ITN, the custom software, including software, software design, source code, documents, and materials prepared and created by the Contractor for or in connection with the contract with the Department, shall become property of the Department immediately upon deployment in connection with the contract. The Department may modify the programs for its own purposes, with the understanding that the Contractor shall not warrant performance when such modifications are in place.

However, the Department understands that the Contractor will not transfer ownership to portions of the custom software that embody Contractor's core technology or third-party software or which consist of enhancements to, or modifications of, such core technology or third-party software which Contractor has included in the custom software under a license from the third party. Contractor will, however, grant the Department a perpetual, non-exclusive, royalty-free license to use such core technology, enhancements, modifications, and third-party software in said custom software.

Subject to the security requirements of the Department and prior written approval by the Department, the Contractor and its subcontractors shall be free to use any ideas, concepts, and techniques Contractor or its subcontractors develop arising out of their performance under this Contract, and, subject to the security requirements of the Department and prior written approval by the Department, Contractor shall be free to provide the custom software developed under this Contract and owned by the Department to other customers requiring this same software using a licensing agreement with similar restrictions to the licensing agreement described in this Contract. No ideas, concepts, techniques, or custom software developed for this Contract shall be provided to others without the prior written consent of the Department.

The Department understands that it may not be practical to perform all development activities on site. However, the Respondent may provide in its proposal a plan that includes some off-site development.

The plan shall be approved by the Department's Contract Manager prior to implementation. The Contractor must submit the proposed design documents and screen layouts of all custom software that meet the requirements of this ITN, for Department's Contract Manager's approval.

2.1.5 System and System Integration

- a) Contractor is responsible for hosting the web-application and maintaining the test databank. The Contractor is also responsible for providing web services to communicate with the Department's infrastructure.
- b) Contractor shall provide a solution to sustain the ability for continued testing despite system disconnection or system failure. The expectation is availability to acquire a test twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year, with the exception of defined maintenance updates.
- c) System must provide a web service Application Programming Interface (API) for real-time sending or receiving of test data in singular or bulk update.
- d) System must store individual test result data.
- e) System must allow the Department to retrieve real-time test results data using a web service to be provided by the Contractor. This web service must be Representational State Transfer (REST)ful web service. A web service is said to be "RESTful" if it is built in the REST architectural style. The REST architectural style provides a uniform interface similar to those already found on the World Wide Web. RESTful web services are more lightweight than similar Simple Object Access Protocol (SOAP)2 web services. RESTful services are built atop of existing Hypertext Transfer Protocol Secure (HTTPS) technologies, and most often use the same set of verbs that normal HTTPS requests use—they are not limited to just these verbs, though. While not required, it is advisable for the Contractor to have someone familiar with the HTTPS protocol when developing the software.
- f) The Contractor shall have the ability to customize software to create and retrieve customer data and test attempts for accountability of retest charges. The Contractor is required to notify TPAs if a re-test fee will be applied. Also, if re-test fee is applied, then the Contractor is required to notify the Department of the fee which was applied for the specified test, for each TPA, using the Department provided webservice.

- g) The Contractor shall have ability to mark a test as eligible for retake if given by TPA. The algorithm for retakes will be specified by the Department.
- h) System must have the capability to create a customer record for administering of test via a graphical user interface as well as the web service for interaction with the Department's database to pass and query customer records.
- i) System must have the capability to retrieve or match customer data. Customer information must, at a minimum, include:
 - Customer Number/Driver License (DL) Number (for skills exams)
 - Last Name
 - First Name
 - Date of Birth (DOB)
 - Gender
 - Last five (5) digits of Social Security number, Alien Registration number, or Admission number
 - Racial demographic
 - Economic demographic
 - Educational level

2.1.6 Minimum Web Services Endpoints

The Contractor shall provide the following minimum web services endpoints:

- a) CUSTOMER SEARCH – Allows the Department to search customer data by the methods indicated below. It also must return the customer data indicated below with unique customer Identity Document (ID) created by Contractor's system:
 - Send
 - DL number
 - Customer number
 - Last Name, First Name, DOB
 - Last Name, First Name, DOB, Last four (4) digits of Social Security number
 - Last Name, First Name, DOB, Alien Registration number
 - Last Name, First Name, DOB, Admission number
 - Return
 - Unique customer ID by Contractor system
 - Customer information
 - Test History for customer

- b) Create Customer - Allows the Department to create customer in Contractor system with the following information, and creates unique customer ID:
- Send
 - DL Number
 - Customer number
 - First Name
 - Last Name
 - DOB
 - Last four of Social Security number
 - Alien Registration number
 - Admission number
 - Return
 - Unique Customer ID by Contractor System
 - Customer Information
- c) Create Exam – Allows the Department to request specified test for customer and assigned customer to testing working stations at each office, and includes the following items:
- Send
 - Unique customer 's ID by Contractor system
 - Customer information
 - Language of test
 - Audio (If test is given to customer Audio)
 - Type of test
 - Office ID
 - Tester ID
 - Workstation
 - If no workstation is given, then Contractor system must assign test to next available workstation.
 - Return
 - Unique customer ID created by Contractor system
 - Workstation name
 - Unique test ID created by Contractor system
- d) Get Exam Result – Allows the Department to retrieve all test history for customer in Contractor system, as indicated below:
- Send
 - Unique customer ID created by Contractor system
 - Return
 - Unique test ID by Contractor system
 - Office ID where test was taken

- Tester ID
 - Site ID
 - Type of Test
 - Date and time of exam
 - Result of exam (Pass/failed)
 - If test eligible for Retest
 - Has test been used by Department
- e) Update Exam Usage - Allows Department to mark a test as used or un-used by Department in Contractor system, as indicated below:
- Send
 - Unique customer ID created by Contractor system
 - Unique test ID created by Contractor system
 - Used/unused flag
 - Return
 - Unique customer ID created by Contractor system
 - Unique test ID created by Contractor system
 - Status of update.
- f) Confirmation dialog box to confirm the type of test – Once the test is sent to the testing station, the system must show a prompt confirming the type of test that is about to be taken (example of prompt language: “Are you taking the Class E general knowledge test? Yes___/No___”)

2.1.7 Data Storage and Reports

- a) System must have the capability to record and maintain testing data history for all tests taken for a minimum of three (3) years.
- b) System must have the capability to create and print statistical analysis and management reports by whole state, region, county, and specific location. Reports shall include, at a minimum:
- Test type
 - Test method
 - Question pass/fail rate
 - Racial demographic
 - Economic demographic
 - Test duration of each applicant
 - Education level
 - Language the test was administered
 - Notate if a translator was used and identify the language the translator used to communicate with the applicant.
 - Office/TPA providing test.

- c) System must provide and maintain an audit trail of any changes made to the questions and answer database.
- d) System must provide a report that verifies success status of updates to all sites and installed test versions to include change control sign off and production changes.
- e) System must have the capability to produce and print a customer receipt.
- f) System must have the capability to review and print an exact replication of test as it was presented to the customer, indicating answers selected and test results.
- g) System must have the capability to reproduce a Global Positioning System (GPS) viewable reading of actual skill exam to include map with route and scoring.
- h) System must have the capability to produce all reports in an electronic and printed form.
- i) System must provide a search function which, at a minimum, allows for searches based on:
 - Customer Number/DL Number
 - Customer First and Last Name
 - Customer Date of Birth
 - Last four (4) digits of the Social Security number, Alien Registration number, or Admission number of Customer Supervisor role allowing the combining of multiple records for one applicant.

2.1.8 Testing System - General Requirements

a) Testing Interface

1. The testing system or test/exam device must display:
 - Customer's name; and
 - A second validation of customer information.
2. Testing system must display prompts and/or guiding information to assist the customer, or examiner, in completing tests.
3. Testing system must display immediate feedback to the customer once an answer has been submitted for scoring.
4. Testing system must have the capability to allow a change of answer ("marking for review") selection prior to submitting a final answer for scoring.
5. Testing system must display test results and next-step instructions to the customer, or examiner, upon test session completion.
6. Testing software must be role-based to allow control over functions by user type. The software must include administrator-level roles by which other roles can be assigned.

7. Users or Third Party must have the capability to manually enter customer data to initiate tests and to create a unique Customer Number/Student Record.
8. System must have the capability to create a Customer Number/Student Record and match customer information using the following data fields: Customer Number/DL Number, Last Name, First Name, Date of Birth, Last four (4) of Social Security number, Alien Registration number, or Admission number.
9. System must prevent new customer number/student record from being created for customers who already have a customer number/student record.
10. Customers with more than one record (have identical social security or driver license number) shall have all records merged into one record. The original customer number will be used as the customer number.
11. System must be able to use GPS technology to track and store driving skills test routes and start and stop times for each driving skills test.
12. Users or TPAs must have the ability to delete, terminate or cancel test from the testing queue.
13. Users or Third Party must have the capability to assign a customer to a specific testing station.
14. Users or Third Party must have the capability to assign multiple exams to a customer during a single session.
15. System must provide continually updated display of the status and test progress for each testing station or testing tablet.
16. System must have the capability to grade all test questions and return results. Preference will be given to contractors who provide a system in which the examiner is notified when the customer results have been updated.

b) General Test Requirements

1. All knowledge and skills testing applications must adopt American Disabilities Act (ADA) requirements and must be approved by Department prior to implementation.
2. At implementation, the system must provide test types which include Class E General Knowledge, Commercial Driver License (CDL) General Knowledge, Motorcycle Knowledge, CDL Combination Vehicle, CDL Air Brake, CDL Passenger, CDL Double/Triple, CDL Tank Vehicle, CDL Hazardous Material, CDL School Bus, and Class E Skill. The Department reserves the right to modify the list above as needed which may include the addition or deletion of test types.

3. Tests must be available in, at a minimum, English, Spanish, Haitian Creole, Russian, Mandarin Chinese, Arabic, Portuguese, Vietnamese and French. The Contractor must provide written and spoken translation services for all languages supported by the system. Translation services must, at a minimum, include all test questions, answers, and test instructions.
4. System must provide full audio-visual and text support.
5. Test must be available in the following presentation modes:
 - Visually, on testing stations;
 - Audio, through a listening device attached to the testing station, in conjunction with the visual test;
 - Written (printed) tests produced on a printer; and
 - Tablet for skills exam.
6. The Contractor shall provide CDL General Knowledge, CDL Combination Vehicle, CDL Air Brake, CDL Passenger, CDL Double/Triple, CDL Tank Vehicle, CDL Hazardous Material, CDL School Bus exams generated in accordance with Federal Motor Carrier Safety Administration regulations, 49 CFR 383.133, using the latest version of the AAMVA 2005 Model CDL Testing System and provide for subsequent updates upon release by AAMVA.
7. Question bank must include questions, answers, and associated audio recordings, graphics, and/or video components. Contractor must provide graphics and audio to questions the Department provides.
8. System must be capable of generating multiple tests with random question and answer sequences without repeating identical questions and answer sequences.
9. System must allow for additions and modifications to test questions, answers, audio files and graphics without any hardware and/or software upgrades (within Department system limitations).

c) Audio Test Specific Functionality

1. Audio test must be available on all testing stations.
2. Audio test must include a volume control feature to enable customers to change volume to a comfortable listening level.

d) Printed Test Specific Functionality

1. The printed test must correspond word-for-word with the visual tests displayed on the testing stations.

2. The system must provide functionality that will be used to grade printed tests (e.g., answer key, scanner, or grading software).
3. Printing must be:
 - Letter size to be printed on “8 ½ x 11” paper.
 - Compliant with American with Disabilities Act (ADA) requirements for letter/symbol sizes.
 - Complete with all questions, answers, and any associated pictures.
 - Generated using the same randomizing process used to present the tests on testing stations.
 - Able to create and print multiple tests from a single request by the user (e.g., print several Class E tests and each are generated and randomized individually).

e) Question Databank Requirements

The Contractor shall use the Department’s provided questions to create a question databank for the ADLTS Knowledge Tests (Class E and Commercial Classes A, B, and C). The awarded Contractor shall be responsible for maintenance of the databank. The Department reserves the right modify the list above as needed which may include the addition or deletion of test types.

Please see the link below for AAMVA Guidelines for Knowledge Test and Skill Exam development.

<https://www.aamva.org/Search.aspx?searchtext=Guidelines%20for%20Knowledge%20Test%20Questions>

The testing system shall provide tests in multiple languages. At a minimum these languages shall include English, Spanish, Haitian Creole, Russian, Chinese, Arabic, French, Portuguese and Vietnamese.

Beginning the second year and in each subsequent year the Contract is in effect, and at no additional cost to the Department, Contractor shall provide text and audio translations for two additional languages designated by the Department for two test types designated by the Department.

If the Department desires additional languages and/or additional test type(s) beyond what is provided above, the Department will request a quote from the Contractor for such services, according to Section 2.6.7, Deletions, Additions and Modifications. Contractor's

quote shall include the price, scope of work to be performed, and timeframe for completion.

2.1.9 Testing System - Administrative and Reporting Functions

The testing system shall include administrative and reporting functions, as indicated below:

- a) Operation of the Administrator Program
 1. Administrator – Login
 2. Administrator – Menu
 3. Administrator – Machine Management
 4. Add Test Station
 5. Edit/Delete Test Station
 6. Status Test Station Detail
 7. Close Session
 8. Administrator – User Management (create/disable user logins)
 9. Administrator – Monitor Testing
 10. Administrator – Report Generator (Statistical Data Reports)
 11. Administrator – Test Question Maintenance
 12. Add/View Questions
 13. Add or Modify a Question based on an Existing or Retired Question
 14. Retire Test Questions
 15. Add Categories
 16. Retire Categories
 17. Add Exam Classification
 18. Modify Exam Classification
 19. Retire Exam Classification
20. Operation of the Supervisor/Examiner Program
 21. Supervisor/Examiner – Login
 22. Supervisor/Examiner – Menu
 23. Supervisor/Examiner – Register Applicant
 24. Lookup Applicant
 25. Applicant Search Results
 26. Add New Applicant
 27. Applicant Confirmation
 28. Printed Test
 29. Supervisor/Examiner – Monitor Test Station
 30. Specific Test Station Status
 31. Supervisor/Examiner – View Test Results
 32. View Specific Applicant Test
 33. Supervisor/Examiner – Old Tests
 34. Old Tests Lookup

- 35. Applicant Search Results
- 36. Old Test List
- 37. Old Test
- 38. Supervisor/Examiner – Printed Tests
- 39. Enter Exam Results
- 40. Supervisor – Statistical Data Reports
- 41. Supervisor – Manager System Users
- 42. Edit Users
- 43. Add Users

b) Add/Update/Delete Administrator Feature

The Contractor shall develop an Administrator feature that will allow the Department and the Contractor to add, update, and delete Department's and Tax Collector Offices, DELAP and TPAs. This feature shall include a function that notifies the Department's Contract Manager and Contractor's Contract Manager of these changes upon completion.

2.1.10 Backup and Recovery

- a) If a power outage occurs, tests must restart at the exact question displayed prior to the power failure with minimal intervention.
- b) If a power outage occurs or system failure occurs, all regularly required statistical data regarding previous tests and tests in progress must be restored and continue to function as if no interruption had occurred.
- c) System shall be capable of restarting all tests within five (5) minutes of restoration of power in the event of power failure of the system or individual units.
- d) Contractor shall provide solution for system redundancies for continuous generation of tests and for backup and recovery of data.
- e) Contractor shall provide a description of their disaster recovery solution for a stand-by site for system servers.

2.1.11 Documentation

One set of manufacturer/developer's hardware/software manuals must accompany each delivered solution to any purchaser. In addition, an electronic set of all documentation shall be provided for the Department's systems developers.

2.1.12 Warranty

The hardware warranty shall include next day shipping of covered replacement parts/components, after notification of a maintenance request from the

purchaser. The Contractor shall maintain a sufficient supply to ensure ready availability of all replacement components during the entire contract term. All hardware and software provided during the contract term shall be covered by a minimum three (3) year warranty.

2.1.13 Optional Items

a) Live Proctoring and biometric fraud mitigation practices

Upon the Department's request, the Contractor may provide live proctoring and implement biometric fraud mitigation practices.

Proctoring options may include but are not limited:

1. Live proctoring sessions, with webcam and microphone capabilities by both the proctor and the applicant.
2. Browser lockdown technology to prohibit applicants from opening other browsers or software during the administration of the online skills examination.
3. Keystroke analysis, knuckle biometrics, facial recognition, or voice recognition.

2.1.14 Commercial Driver License (CDL) testing platform

Should the Federal Motor Vehicle Carrier Safety Administration (FMCSA) grant the Department an exemption that allows CDL knowledge testing outside of a state or Tax Collector office, the Contractor must develop and implement a web-based testing solution that can be used by TPAs to securely administer the CDL knowledge exam. This solution shall include mechanisms that safeguard the integrity of the testing platform and includes the Department's ADLTS system to transfer test data to the Department.

2.2 Training

- 2.2.1 The Contractor shall provide **virtual training**. Additionally, a simple and easy to use help function must be available. Additional resources such as online and a phone support team shall also be available to assist training of new hires for the life of the Contract.
- 2.2.2 The Contractor shall provide a detailed training plan to include method, length, and scope of training and a course description of the topics covered. All costs of this training shall be the responsibility of the Contractor. Qualified and experienced instructors shall lead training courses. Instructors shall be thoroughly familiar with topics appropriate to the subject. Local

sales and/or maintenance personnel are not considered appropriate for this task. The training must be provided virtually, via webinar. Each webinar must be able to integrate with the Department's learning management system (iLearn), which is an electronic training program. The iLearn system is compatible with any webinar service for virtual, instructor led training that offers an external, cloud-based link for training. Common webinar service platforms include: Adobe Connect, GoToMeeting, GoToWebinar, GoToTraining, Zoom. The two main approaches for implementation are the following:

- a) Applicants register in iLearn. They then register in the webinar software, and iLearn provides them the webinar link on their Outlook calendar. This carries a disadvantage of having them register twice.
- b) Applicants register directly in the external webinar platform.

In both cases, the iLearn system is notified after learners complete the class, so that credit can be granted for classes that are being tracked by the Department. The Contractor may use any format, as long as it is compatible with the selected webinar software.

However, for online classes that would be imported into the iLearn system and delivered on-demand, those courses should be in a SCORM 1.2 compliant format.

The iLearn system is available for the Department and Tax Collector offices only. More details about the Department's learning management system may be provided upon request through questions submitted about and in accordance with the ITN.

- 2.2.3 The Contractor shall provide virtual training to Department employees, Tax Collector employees, and employees of TPAs. The training shall be available in a minimum of two (2) levels and shall include the following requirements:
- a) Basic course (**Level 1**) for Department and Tax Collector employees and TPA providers.
 - b) Advanced course (**Level 2**) for managers and system administrators.

- 2.2.4 **Level 1 training** for users shall include the following:

Use of system for assigning tests in all formats, printed tests, retrieve test results, review tests and cancel/terminate test, as listed below:

- a) Adding/removing customers from the queue.
- b) Starting of test for a queued customer.
- c) Use of User/Third Party Contractor functions.
- d) General operation functions of system (start-up and end-of-day procedures).
- e) Trouble-shooting techniques.
- f) Features to activate and de-activate system.
- g) Creation/printing of reports.

2.2.5 **Level 2 training** for managers and system administrators such as designated Department personnel, to include Learning and Development Trainers, Program Managers, Systems Support, Bureau of Information Systems Administration (ISA) Technical and Field Helpdesk employees shall include:

- a) Training identical to Level 1 training;
- b) Use of User/Third Party Contractor functions to retrieve testing statistics.
- c) System security;
- d) Creation of reports;
- e) Creating and Editing Applicant Data; and
- f) Flag tests for re-exam.

2.3 Service and Maintenance

- 2.3.1 The Contractor shall provide a detailed repair and maintenance plan.
- 2.3.2 The Contractor shall include preventive maintenance procedures required for Department's personnel and the Contractor. Also, the Contractor shall include a justified frequency of preventive maintenance by the Contractor.
- 2.3.3 Maintenance and software updates shall be performed at times that will not impede the regular course of business. Schedules and details will be mutually agreed upon.
- 2.3.4 The Department may request up to two (2) software updates per contract year. The unused update requests shall rollover into the following year.
- 2.3.5 System must be available twenty-four (24) hours per day, seven (7) days a week, 365 days per year, with no outages scheduled during regular business hours (8:00 a.m. to 6:00 p.m., Eastern Time). Any scheduled maintenance window shall be scheduled outside regular business hours (8:00 a.m. to 6:00 p.m., Eastern Time) and communicated to the Department's Contract Manager in advance.
- 2.3.6 The Contractor shall provide support and on-site repair and maintenance for testing software, including detection and correction of software errors.

The Department's Contract Manager must receive email notifications of system/software errors as they occur.

2.3.7 The Contractor shall notify Tax Collector offices, TPAs and the Department of scheduled maintenance at least five (5) days in advance of maintenance.

2.3.8 For any hardware/software provided by or purchased from the Contractor, the Contractor shall:

- a) Provide support and on-site repair and maintenance for all solution components, including but not limited to, detection and correction of all problems.
- b) Provide a maintenance agreement for provided software.
- c) Initial software issues experienced by the testing offices will be reported to the Department's Technical Assistance Center (TAC) for logging, and troubleshooting. Software issues which cannot be resolved by TAC will be forwarded to the Contractor to resolve.

2.4 Staffing Requirements

2.4.1 The Contractor shall identify by name all key personnel (the Contract Manager, Project Manager, Service Coordinator, and Technical Representative) who shall be providing maintenance on the system, provide the Department a means of identifying these personnel, provide the Department with credentials on these personnel and obtain authorization from the Department at least thirty (30) days in advance of any reductions in staffing levels of key personnel at any office serving the Department, Tax Collector offices, or TPA locations.

2.4.2 Contractor shall designate a Service Coordinator to handle coordination of all service calls between Department staff, Contractor, and end user personnel (i.e., personnel in Tax Collector offices and at TPAs). This individual must have an in-depth working knowledge of the system being used by the Department.

2.4.3 Contractor shall designate a Project Manager from beginning of the project until all new systems are installed and fully operational. The Contractor's Project Manager shall have the authority to revise the Contractor's process, procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of the services being provided under the resulting Contract.

2.4.4 The Contractor's Project Manager shall be available to meet with Department staff in person and/or by telephone at the request of the Department. The Contractor shall notify the Department's Contract Manager in writing within two days if its Project Manager position becomes vacant due to an extended (more than three weeks) leave of

absence, or because of termination, or reassignment. The Contractor will fill the vacancy as quickly as possible, but in no event longer than ten (10) business days of the position becoming vacant. In the case of an extended absence (including vacation), the Contractor shall assign an interim employee to serve as the Project Manager until the designated Project Manager returns. Any employee serving as interim Project Manager must have a similar skill set and knowledge base as the Project Manager and must be familiar enough with the project to be able to make operational decisions.

- 2.4.5 Contractor shall designate a Technical Representative who will assist Department staff with technical questions and will provide system operation and problem determination and resolution training for Department personnel. The Technical representative must have:
- a) an in-depth knowledge of applicable equipment and troubleshooting techniques;
 - b) a thorough knowledge of hardware configuration and network connectivity;
 - c) experience installing and configuring hardware;
 - d) experience in deploying workstations and servers.
- 2.4.6 The Contractor shall designate backup personnel for the key personnel and ensure that the backup personnel are kept up to date with the project so that backup personnel can fill in if the primary personnel are not available.
- 2.4.7 All contract personnel must be highly skilled and have previous experience in the area of expertise to which they are assigned.
- 2.4.8 Contractor personnel assigned to the project shall generally work eight (8) hours each day, Monday through Friday. Actual hours of work each day shall be determined by the Department's project manager and the Contractor to ensure Contractor personnel are on duty during the designated work time, usually from 8:00 a.m. to 6:00 p.m., Eastern Time. As necessary and determined by the Department, Contractor personnel may be required to work at night or on weekends to resolve problems severely affecting one or more steps within the project, or to implement the project within the time period required by the Department. Such work at night or on weekends shall not be the routine method of operation.
- 2.4.9 If, in the Department's sole opinion, Contractor personnel assigned to project do not exhibit the knowledge, skills, abilities, and other qualities necessary to ensure timely and successful completion of the projects, the Contractor shall replace the individual(s) with a more qualified individual(s) within one month from receipt of such notification by the Department. Should the Contractor wish to change the employees

named in their proposal, the Department must approve the proposed replacements.

- 2.4.10 Vacation time for Contractor personnel assigned to the project must be coordinated with the designated Department employee. Contractor shall work with the Department regarding scheduling of vacation time for contracted employees and shall make all reasonable efforts to comply with the Department's requirements.

2.5 General Reporting Requirements

2.5.1 Monthly Status Reports

If required by the Department's Contract Manager, Contractor shall submit written Monthly Status Reports that include summaries of all current and completed activities of the project to the Department's Contract Manager on a mutually agreed upon day each month, and in an agreed-upon format. Email delivery of the Monthly Status Report is acceptable with a read receipt. Each Monthly Status Report shall include, at a minimum, the following information:

- a) Activities/tasks worked on or completed during the month;
- b) Upcoming major activities/tasks;
- c) Apparent, current, and future risks; and
- d) Important issues and project barriers.

2.5.2 Ad Hoc Reports

The Contractor shall produce and submit additional reports that the Department's Contract Manager may require on a daily, weekly, or monthly basis, as deemed by the Department to be necessary. Each of these reports will be due within five (5) business days (unless otherwise agreed upon by both Parties), upon written request of the Department's Contract Manager.

2.6 Security and Fraud Prevention

2.6.1 Security

The Contractor shall comply with all applicable Department security policies, and employ adequate security measures to protect Department information, applications, data, resources, and services. The applicable Department security policies shall be made available to the Contractor. In addition, the Contractor shall comply with all provisions of Chapter 60GG, F.A.C., governing the subject matter of this Contract.

All information processed and transmitted via the ADLTS application requires the use of the Transport Layer Security (TLS) protocol, version 1.2 or higher, with minimum encryption strength of 128-bits. Information exchanged by electronic means shall be stored in a place physically and logistically secure from access by unauthorized persons. Access to the information exchanged shall be protected in such a way that unauthorized persons cannot access, review, or retrieve the information.

The Contractor shall have, implement, and maintain appropriate internal controls necessary to maintain the confidentiality and integrity of the data in compliance with all applicable laws, rules, and Department policies and procedures, as defined herein, or as otherwise might be applicable, in order to prevent unauthorized access, distribution, use, modification, or disclosure.

The Department may request ad hoc reports verifying the viability of the Contractor's internal controls whenever it has reason to believe that such internal controls have been compromised or are not otherwise adequately protecting data or information related to this Contract.

- The Department Office of Enterprise Security Management will be responsible for reviewing /approving software.
- Contractor will ensure end to end encryption which meets the Department standard for data in transit, and at rest.
- Contractor is responsible for performing periodic penetration & vulnerability tests and shall provide final copies of completed test reports to the Department Office of Enterprise Security Management, at this e-mail address: ISM@flhsmv.gov.
- Contractor must implement a robust identify verification application to restrict unauthorized users from accessing the system. Fraud deterrent methods must be approved by Department.
- Contractor must provide methodology to lockdown and secure GPS functions on tablet.
- Contractor must submit a disaster recovery plan to be approved by Department.
- Contractor must create security protocols and pre-authentication methods for test takes at the time of the knowledge test and skills exam.

2.6.2 Security Protocols for Personally Identifiable Information (PII)

The Contractor will have access to Personally Identifiable Information (PII) protected by Florida and federal laws, including the Driver's Privacy Protection Act. The prospective Contractor must describe the security

protocols related to employee background checks, training, and monitoring. The prospective Contractor must describe how any personally identifiable data collected is securely stored, transmitted, and protected at all times, in all formats. The prospective Contractor must describe the business justification for any data retained for the purposes of fulfilling contractual requirements with the Department.

2.6.3 Fraud Preventative Measures

The Contractor shall create, implement, and maintain a business plan to reasonably ensure that each test is legitimate and incorporates robust and auditable fraud preventative measures. The measures should include, but not be limited to, efforts to reduce fraud/creation of accounts with fictitious names/information and ensuring that test taker identity is validated. The measures will be reviewed by the Department and accepted measures will be implemented.

The Contractor shall develop measures to prevent the creation of multiple accounts by one individual. The measures will be reviewed by the Department and accepted measures will be implemented.

The awarded Contractor will be responsible for adding, updating, and deleting testing office information.

2.6.4 Confidentiality and Appropriate Usage

- a) The Contractor affirms and attests that it will maintain throughout the term of the Contract, and thereafter as required to ensure compliance with any applicable statutory records retention requirements, procedures that will ensure the confidentiality of all data accessed or obtained through this Contract.
- b) The Contractor shall maintain the confidentiality of all information received under this Contract in accordance with Chapter 119, F.S., Rule 60GG-2 F.A.C. (Formerly 74-2, F.A.C.), and the Driver Privacy Protection Act (DPPA).
- c) Information obtained under this Contract shall only be disclosed to persons to whom disclosure is authorized under Florida Law and Federal Law.
- d) Information received from the Department, and aggregations or derivatives thereof, shall be utilized only for the purposes explicitly stated and authorized in writing by the Department's Contract Manager. Unauthorized use includes, but is not limited to, inquiries not related to a

legitimate payment attempt, personal use, and the dissemination, sharing, copying, or distribution of this information to any third party or unauthorized users. The awarded Contractor must describe, implement, and maintain security protection controls and mechanism utilized for any data to be retained for official use.

- e) The Contractor shall ensure that its agents and employees, obtaining information pursuant to this Contract, protect and maintain the confidentiality and security of such information in accordance with this Agreement and all applicable State and Federal laws.

2.6.5 Future Improvements

The Department may consider and negotiate improvement options during the term of the contract.

2.6.6 Inspection and Acceptance

At time of delivery, personnel at the delivery location will conduct a general inspection of the delivered products by the Contractor. Receipt of delivery of the items and/or services does not constitute acceptance for the purposes of payment. Final acceptance and authorization of payment shall be given by the Department only after a thorough inspection indicates that the products and/or services meet the purchase requirements, specifications, terms and conditions, as described herein and as incorporated in the resulting Contract.

2.6.7 Deletions, Additions and Modifications

At any time during the contract/purchase order term, the Department shall have the right to add or delete materials and/or services provided by the prospective Contractor.

Materials and/or services may be deleted at the sole discretion of the Department.

2.6.8 Estimated Quantities

An estimated quantity of one hundred twenty-six (126) tablets was purchased during 2019 through July 2021.

Quantities are estimates only and should not be construed as representing actual, guaranteed, or minimum purchases to be made under a Contract.

In addition, the estimated quantities are subject to change annually depending on need. The Contractor should be prepared therefore, to provide increased or decreased numbers of items during any contract year.

Payment shall be based on the price referenced or incorporated in the Contract.

3.0 Deliverables

The Contractor shall submit all deliverables in accordance with the deliverable schedule below. Deliverables must be approved by the purchaser's Contract Manager prior to payment. Deliverables due dates may be extended upon prior written approval of the Department.

TABLE 1 DELIVERABLE SCHEDULE		
No.	Deliverable	Due Date
1.	The Contractor shall provide hardware/tablets, as indicated in ATTACHMENT B, SCOPE OF WORK, Section 2.0 Products and Services Provided by the Contractor, 2.1, Technical Requirements, 2.1.1 Hardware/Tablets.	To be determined, as mutually agreed by the Department and the Contractor.
2.	The Contractor shall provide software, installation, configuration, testing, and system integration as indicated in ATTACHMENT B, SCOPE OF WORK, Section 2.0 Products and Services Provided by the Contractor, 2.1, Technical Requirements.	To be determined, as mutually agreed by the Department and the Contractor.
3.	The Contractor shall provide Service and Maintenance as indicated in ATTACHMENT B, SCOPE OF WORK, Section 2.0 Products and Services Provided by the Contractor, 2.3, Service and Maintenance.	TBD

4.0 Financial Consequences

- 4.1 The Department reserves the right to impose financial consequences upon the Contractor for failure to comply with the Contract requirements. The Contractor agrees to pay the Department two-hundred dollars (\$200.00) per business day for each Department, Tax Collector and TPA location that is not operational as agreed and reflected in the firm, final written offer, and contract, except as otherwise agreed by the Department, as financial consequences. Operational for purposes

of this section means that the commodity or service provided performs as set forth in the ITN and the Contractor's ITN response. Financial Consequences shall be deducted from the monies due the Contractor.

4.2 General Financial Consequences

Except as otherwise stated above, the Department may impose up to \$500 per day for each incident in which the Contractor has failed to perform as specified in this scope of work document and the Contract, not to exceed \$5,000 per month. This \$5,000 limitation amount does not apply to the financial consequences indicated in Section 4.1 above.

5.0 Compensation

Compensation will be paid as indicated in **ATTACHMENT F – PRICE SHEET**.

5.1 Contract Payment

- 5.1.1 The Department will pay the prospective Contractor upon the completion and acceptance of the deliverables, as outlined in herein, Section 3.0, Deliverables
- 5.1.2 Contract payments will be made in accordance with section 215.422, F.S., which provides in part, that agencies have five (5) working days to inspect and approve goods and services, unless solicitation specifications or the Contract or purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. (The applicable interest rate may be obtained by contacting the Department's Fiscal Section at 850-617-3300, or from the Department of Financial Services' website at <https://www.myfloridacfo.com/division/aa/localgovernments/current.htm>)

5.2 Invoicing

- 5.2.1 The prospective Contractor shall submit properly completed invoice(s) to the Department's Contract Manager no later than forty-five (45) days after completion, written approval, and acceptance of the deliverable(s) by the Department.

5.2.2 The prospective 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. Any payment due under the terms of this Contract may be withheld or, in the instance of underperformance, reduced in accordance with the amount of underperformance. Additionally, all applicable deliverables and invoices due from the Contractor as well as any necessary adjustments must be approved by the Department.

5.2.3 The invoice(s) shall include at a minimum:

- Documentation detailing deliverables completed during the preceding month and a unit cost for each;
- The time period in which deliverables were completed;
- The Contractor's invoice number;
- Invoice date; and,
- The Department's Contract/Purchase Order number.

5.2.4 All invoices for contractual services shall contain the following two statements.

- The first statement shall have a line for the Contractor's signature and shall read:

"All costs are true and valid costs assessed in accordance with the contract."

- The second statement shall have a signature line for the Department's Contract Manager and shall read:

"All costs are true and valid costs incurred in accordance with the Contract and deliverables were received and accepted".

5.2.5 Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Contractor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.

5.3 Late Invoicing

Unless written approval is obtained from the Department, and at the discretion of the Department, correct invoices with documentation received one (1) to five (5)

calendar days after the due date, will be paid at ninety percent (90%) of the amount of the invoice; correct invoices with documentation received six (6) to ten (10) calendar days after the due date will be paid at seventy-five percent (75%) of the invoice; and correct invoices with documentation received more than ten (10) calendar days after the due date **will not** be paid.

5.4 Additional Payment Terms

- 5.4.1 In accordance with section 287.0582, F.S., the state of Florida's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Legislature.
- 5.4.2 The state of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of the contract.
- 5.4.3 Contractors are encouraged to accept payments for work performed under the 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 <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm> or by phone at (850) 413-5517.
- 5.4.4 The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of the 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 or its independent auditor, or notification by the Department, of the overpayment.

6.0 Special Provisions

6.1 Contract Management

6.1.1 Department's Contract Manager

The Contract Manager for this Contract will be:

Kathy Daws, Program Manager, Driver Education
Florida Department of Highway Safety and Motor Vehicles
Bureau of Motorist Compliance
Address: 2900 Apalachee Parkway
Tallahassee 32399-0530
Telephone: 850-617-2490

Email: KathyDaws@flhsmv.gov

The Contract Manager will perform the following functions:

- a) Maintain a contract management file;
- b) Serve as the liaison between the Department and the Contractor;
- c) Request the Contract Administrator to process all amendments, renewals, and terminations of the Contract;
- d) Monitor and evaluate the Contractor's performance, as required, during the Contract term and the Contractor's overall performance at the conclusion of the Contract;
- e) Issue Corrective Action Plans and assess Financial consequences, as required, in accordance with the Contract and provide a copy of any formal notices imposing financial consequences to the Contract Administrator;
- f) Review and approve all deliverables, in writing;
- g) Process all completed invoices and record all payments;
- h) Evaluate the Contractor's performance for the purposes of determining whether the Department will renew the Contract; and
- i) Maintain records regarding Contractor's performance to be placed on file that will be considered if the Contract is subsequently used as a reference in future procurements.

6.1.2 Department's Contract Administrator

Contract Administrator
Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 617-3203

- a) The Contract Administrator will perform the following functions:
- b) Process all Contract amendments, renewals, and termination of the Contract upon written request from the Contract Manager; and
- c) Maintain the official Contract Administration file, which shall include, at a minimum, the original, executed Contract and any amendments or renewal(s).

6.1.3 Contractor's Contract Manager

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

TBD

Company Name: TBD
Address: TBD
Telephone: TBD
Email: TBD

6.1.4 Contract Management Changes

After execution of this Contract, any changes in the information contained in Section 6.1, Contract Management, will be provided to the other party in writing (e-mail acceptable) and a copy of the written notification shall be maintained in the Contract Manager's file and in the Contract Administration file.

6.1.5 Communications

Contract communications will be in three (3) 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. Routine communication may be via e-mail.

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. Informal communication may be via e-mail.

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 Chief Executive Officer, Contract Manager, and Project Manager, if different. 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 issue, the Department shall contact the Contractor and the Contractor shall respond to the Contract Manager in writing within two (2) hours. If a non-urgent administrative issue occurs, the Department will contact the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor shall respond to all communications by email or hard copy mail, as indicated in this subsection.

A date/numbering system shall be utilized for tracking of formal communications. Each party shall have its own method for tracking formal communications with each formal communication being sequentially numbered/identified in the reference line of the communication (e.g., Formal Communication 1: Request to Add Services; Formal Communication 2: Financial consequences; Formal Communication 3: Invoice Issues; etc.).

All written communication between the Contractor and the Department is subject to release as a public record under Chapter 119, F.S.

6.2 Contract Amendments

Unless otherwise stated herein, modifications to the provisions of this Contract shall be made only through execution of a formal Contract amendment executed by the parties and/ or issuance of a change order to the Purchase Order. This shall include changes required due to revisions in any applicable state or federal law, rule, or regulation. Modifications to Section 6.1, Contract Management, may be made via letter or e-mail to the other party's Contract Manager or Contract Representative, as applicable.

6.3 Monitoring

6.3.1 The Department's Contract Manager or designated Department staff will perform monitoring during the term of the resulting contract. Monitoring shall include review of Contractor's compliance with not only the service delivery requirements of the resulting contract, but all other contract requirements as well. The 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 the contract.

6.3.2 If the Department determines that the Contractor has failed to meet the Contract Requirements, the Contractor will be sent a formal contract communication in accordance with Section 6.1, Contract Management, subsection 6.1.5, 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 6.4, Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing financial consequences for failure to meet any contract requirement.

6.4 Corrective Action Plan

- 6.4.1 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.
- 6.4.2 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 financial consequences, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- 6.4.3 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.
- 6.4.4 The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
- 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
 - 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.
- 6.4.5 If the Department's 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 resulting contract and financial consequences of \$100.00 per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.

6.4.6 The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.

6.4.7 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 resulting contract and shall be subject to financial consequences. Except where otherwise specified, financial consequences 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.

6.5 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.

6.6 Expired Term Purchase Orders (PO)

Goods or services are not to be provided after the expiration date of a term Purchase Order. It is the Contractor's responsibility to discontinue service and/or

retrieve its equipment unless a written extension or renewal order is received in advance.

6.7 Transition Plan (In the Event of Contract Cancellation, Termination, or Expiration)

6.7.1 An essential element to assuring success of this project will be the transition from one Contractor to another should the resulting contract be canceled, terminated, or expire, and a new contract is subsequently executed with a firm other than the awarded Contractor.

The awarded Contractor agrees to fully cooperate and assist in such a transition, including with any other successor-Contractor, and shall do so for a minimum of six (6) months following the term of the resulting contract or any cancellation or termination thereof, at no additional cost to the Department. The Department expects the awarded Contractor to have included the costs of transition in its response and price sheet and will not pay any additional, separate, or other costs related to this six-month or longer term.

6.7.2 Transition Meetings

Prior to the cessation of services due to cancellation, termination, or expiration of the resulting contract, the Department shall schedule and the awarded Contractor shall attend, transition meetings, the number of which shall be agreed-upon in writing by all parties, that will include representatives from the successor Contractor and the Department, as required, in order to develop a jointly written plan and cooperative agreement setting forth all tasks and responsibilities to be carried out by each of the entities in order to ensure a seamless transition.

(NOTE: The written plan may serve as the cooperative agreement if signed by each of the parties and if containing sufficient detail to clearly establish all duties/tasks/responsibilities and timeframes for completion required during the transition period.)

6.7.3 Transition Plan

The plan and cooperative agreement, or plan if serving as both, shall include, but not be limited to:

- a) Designated point of contact for each entity;
- b) A calendar of regularly scheduled meetings;
- c) A detailed list of data that will be shared;
- d) Milestones/tasks to be met/completed by each entity during transition;

- e) A mechanism and timeframe for transmitting images, records, and data; and
- f) A clear description of the mutual needs and expectations of all entities.

6.7.4 Commencement of Services by Successor-Contractor

The Department reserves the right to commence services provided by a successor-Contractor at least one (1) year prior to the expiration, termination, or cancellation of the resulting contract without amending the contract.

To the extent possible, the Department will endeavor to commence services with a successor Contractor in a manner that is the least disruptive to the awarded Contractor and that does not result in costs to the awarded Contractor. Should this commencement of services result in disruption that causes the awarded Contractor unanticipated or unavoidable costs, the Department shall have the sole discretion to determine: a) whether such costs were unanticipated and unavoidable, and therefore not already included in the contract pricing, and b) were reasonably undertaken as a result of the commencement of services by the successor-Contractor. If the Department finds that both conditions are present, the Department may pay the costs. The awarded Contractor agrees to negotiate these costs based upon pricing established in the resulting contract or based on open-market pricing in effect at that time for similar service delivery, whichever is lower.

6.7.5 Ownership of Licensing

If at any time during the initial five-year contract term, the Contractor defaults on the Contract, or if the Contractor is for any reason unable to continue to meet its obligations, the Department reserves the right to assume ownership of licensing procured, at a pro-rata cost to be determined based upon the Department's date of ownership as a proportion of the initial five-year term of the Contract.

7.0 Terms and Conditions

No other terms and conditions shall apply except as stated in this Contract or in the Purchase Order. This Contract shall prevail in the event of conflict with any other documents related to this purchase including, but not limited to, Contractor quotes, licensing agreements, order forms, Service Level Agreements (SLA), or additional terms.

8.0 Performance Bond

The Contractor is required to guarantee its performance under the resulting Contract by submitting an original copy of a performance bond as specified in Table 2, Performance Bonds, below, to the Department each year of the Contract for all years of the Contract term.

TABLE 2	
PERFORMANCE BONDS	
Effective Date	Amount
Years one (1) through five (5) of the initial contract term.	\$1,000,000 per year.
All renewal years (per year).	\$1,000,000 per year.

The initial performance bond (original copy) shall be furnished prior to Contract execution to:

Florida Department of Highway Safety and Motor Vehicles
Bureau of Purchasing and Contracts
2900 Apalachee Parkway, MS#31
Tallahassee, FL 32399-0500

In addition, unless otherwise indicated in this solicitation document, the bond must also be submitted prior to commencement of any work under the resulting Contract.

The performance bonds for contract year six (6) 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 submitted to the Department's Bureau of Purchasing and Contracts at the aforementioned address. Additionally, copies of the performance bonds shall be submitted by the Contractor to the Department's Contract Manager.

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 Contractor's performance of the Contract as to all terms and conditions thereof throughout the full Contract term 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 Contractor's default or for breach of any term of the resulting contract.

The performance bond shall remain in effect for the full term of the resulting Contract, including any renewal period and extension, if applicable. The Department shall be named as the beneficiary of the Contractor's bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Department directly to the Department.

The cost of the performance bond will be borne by the Contractor. Failure to maintain the bond for the duration of each Contract year is considered a breach of the resulting contract. No payments will be made to the Contractor until the performance bond is in place and an original copy thereof has been received by the Department. This shall apply to all payments made under the resulting Contract during all years of the Contract term.

If the Contract is terminated prior to the end of the Contract period, an assessment against the bond will be made by the Department to cover the costs of issuing a new solicitation, if applicable, 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

Table of Contents

1.	General Contract Conditions (PUR 1000).....	2
2.	General Instructions to Respondents (PUR 1001).....	2
3.	Conflicting Terms	3
4.	Travel Expenses.....	3
5.	Contractor's Expenses.....	3
6.	Audits and Records	3
7.	Inspection of Records and Work Performed	4
8.	Driver's Privacy Protection Act (DPPA).....	5
9.	Insurance	6
10.	Assignments and Subcontracts	7
11.	Employment Eligibility	8
12.	Conflict of Interest	8
13.	No Third-Party Beneficiaries	9
14.	Reservation of Rights	9
15.	Additions/Deletions/Substitutions.....	9
16.	Terms and Conditions.....	9
17.	Termination and Cancellation	10
18.	Requirements of Chapter 119, F.S. (Public Records Law).....	13
19.	Security and Fraud Prevention	14
20.	Indemnification.....	19
21.	Conduct of Business/Civil Rights Requirements.....	19
22.	Discriminatory Vendors List	19
23.	Requirements of Section 287.058, F.S.	20
24.	Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software ...	20
25.	Department of State Licensing Requirements	24
26.	Scrutinized Companies	24
27.	Contract Subject to Legislative Appropriation Error! Bookmark not defined.	
28.	Annual Report as Required by Executive Order 20-044	24

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS
ADDITIONAL TERMS AND CONDITIONS

This document sets forth additional terms and conditions that apply to the solicitation and any contract or purchase order issued as a result of the solicitation to which this document is attached.

1. General Contract Conditions (PUR 1000)

The PUR 1000 is incorporated by reference as if fully stated herein and is provided at the link below. The Contractor understands and acknowledges that all terms of the PUR 1000 not in conflict with the terms and conditions of the solicitation or stated herein, are made part of this Contract or purchase order.

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

2. General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents, PUR 1001, is incorporated by reference as if fully stated herein and is provided at the link below. The Contractor understands and acknowledges that all terms of the PUR 1001 not in conflict with the terms and conditions of the solicitation or stated herein, are made part of this Contract or purchase order.

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

a. The following sections of the PUR 1001 are not applicable:

- i. Section 3. Electronic Submission of Responses
Bid submittals shall be submitted in accordance with the Bid Submission Instructions of the solicitation.
- ii. Section 5. Questions
Questions shall be submitted in accordance with the Bidder Questions section of the solicitation.

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

3. In the event any conflict exists between the General Contract Conditions or General Instructions to Respondents and the solicitation or Contract purchase order, the latter documents shall prevail.

4. **Travel Expenses**

The Department will not be responsible for the payment of any travel expense for the Contractor.

5. **Contractor's Expenses**

The Contractor shall pay for all professional licenses, permits, and inspection fees or similar charges required for delivery of goods or services, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed.

6. **Audits and Records**

The Contractor shall:

- a. Maintain books, records, and documents (including electronic storage media) pertinent to performance in accordance with generally accepted accounting procedures and practices and in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Department.
- b. Ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel, when required.
- c. Cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.
- d. Maintain and file with the Department such progress, fiscal and other reports as the Department may require.
- e. Include each of the above-mentioned audit and record-keeping requirements in all approved subcontracts and assignments, if any.

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

7. Inspection of Records and Work Performed

Pursuant to Section 216.1366, Florida Statutes, the Department is authorized to inspect: (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

The State and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's and subcontractor's (if applicable) premises or other places where work related to the delivery of goods or services to the Department is performed. All inspections and evaluations shall be performed in such a manner as not to unduly delay work.

The Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the delivery of goods or services for a period of five (5) years after termination of the 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 contract period, all records shall be available at the Contractor's office at all reasonable times. After the contract period and any renewal period, if exercised, and for five (5) years following, the records shall be available at the Contractor's chosen location subject to the approval of the Department. If the records need to be sent to the Department, the Contractor shall bear the expense of delivery.

Refusal by the Contractor 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 Contract. The right of the Department and its authorized representatives to perform inspections shall continue for as long as the Contractor is required to maintain records. The Contractor will be responsible for all storage fees associated with the records maintained.

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

8. Driver's Privacy Protection Act (DPPA)

The Contractor shall access, use and maintain the confidentiality of all information received under or related to the Contract in accordance with Chapter 119, F.S., and the Driver's Privacy Protection Act of 1994 (DPPA), 18 United States Code, Section 2721, if DPPA is applicable to Contractor's delivery of goods or services to the Department. Information obtained 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, or laws mentioned in this section, may be subject to penalties as provided in Sections 119.10 and 775.083, F.S. 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 or otherwise received by Contractor under the Contract, the Contractor agrees to the following:

- a. Such information will not be used for any unauthorized purposes. 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.
- b. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- c. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- d. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained at all times in a current status by the Contractor.
- e. 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 at all times in a current status by the Contractor.

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

- f. 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.
- g. Procedures are or will be in place to ensure the confidentiality of the information exchanged will be maintained and all information will be accessed and utilized in accordance with the appropriate exceptions outlined in Driver's Privacy Protection Act Exception(s).

9. Insurance

The Contractor agrees that work related to the delivery of goods or services to the Department will not commence until Contractor has obtained all of the below-described types of insurance and proof-of-insurance has been submitted to and approved by the Department. Further, Contractor agrees that it will not permit any subcontractor, as applicable, to commence work until the same or similar insurance required of the Contractor has been so obtained by the subcontractor and approved by the Department.

- a. All insurance policies shall be with insurers licensed or eligible to transact business in the state of Florida.
- b. The limits of coverage under any policy maintained by the Contractor shall not be interpreted as limiting the Contractor's contractual liability and obligations to the Department.
- c. The Contractor'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.
- d. Contractor shall maintain for itself and any subcontractors, as applicable, the following insurance at its own expense during the entire contract term, including any renewals or extensions, thereof:

- i. Workers' Compensation Insurance

- Workers' Compensation Insurance shall cover all Contractor employees connected with the delivery of goods or services and, in

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

case any work is sublet, the Contractor must require any subcontractor similarly to provide Workers' 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 Chapter 440, F.S., entitled "Workers' Compensation Law." In case any class of employees engaged in hazardous work under the Contract at any site at which services or work is performed is not protected under the Workers' Compensation statute, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

ii. Public Liability and Property Damage Insurance

Commercial insurance shall be of such a type and with such terms and limits as may be reasonably associated with the nature, extent, and scope of the Contract.

- e. Contractor shall be solely responsible for determining the adequacy and appropriateness of its insurance coverage. Failure to obtain or maintain appropriate insurance as required shall be considered a breach of contract.

f. Loss Deductible Clause

The Department shall be exempt from, and in no way be 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 (or subcontractor) providing such insurance.

10. Assignments and Subcontracts

Contractor shall not assign any contractual responsibility or obligation to another party nor subcontract any work 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 the Contract. All such assignments or subcontracts shall be subject to the conditions of the Contract and to any conditions of approval that the Department deems necessary at the time.

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by the Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the state of Florida. Contractors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority contractors who may be considered for subcontracting opportunities.

11. Employment Eligibility

The Contractor shall comply with Section 274A, of the Immigration and Nationality Act, 8 United States Code, Section 1324a. 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 the Contract. The Contractor shall be responsible for including this provision in all contracts or subcontracts with private organizations related to the delivery of goods or services to the Department.

The Contractor, and any subcontractor, must comply with the requirements of section 448.095(2), F.S., regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, and must provide proof that it has registered with the E-Verify system. Any subcontractor providing goods or services under this Contract must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Contractor shall maintain a copy of the affidavit with its records. If the Department has a good faith belief that the Contractor has knowingly violated Section 448.09(1), F.S., it will terminate this Contract in accordance with Section 448.095(2), F.S. If the Department has a good faith belief that a subcontractor is in violation of section 448.095(2), F.S., but the Contractor has otherwise complied with said law, the Department will notify Contractor of the violation, and Contractor shall immediately terminate the contract with the subcontractor, in accordance with Section 448.095(2), F.S.

12. 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

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

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.

13. No Third-Party Beneficiaries

All contractual documents are executed or issued (in the case of purchase orders) for the benefit of the named parties only. Except as otherwise expressly provided herein, neither the Contract, nor any amendment, addendum or exhibit attached thereto, 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 thereto or expressly named therein.

14. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the specifications or service requirements outlined in the Contract. The absence of the Department setting forth a specific reservation of rights in a contractual document does not mean that any provision regarding the specifications to be met or services to be performed is subject to mutual agreement. The Department reserves the right to make all determinations exclusively that it deems are necessary to protect the best interests of the state of Florida.

15. Additions/Deletions/Substitutions

The Department reserves the right to add, delete, or substitute goods or services at prices submitted in response to the solicitation or the Contractor's current price at the time the goods or services are added, deleted, or substituted, whichever pricing is lower. Substitutions or additions of goods or services not offered within the Contractor's response to the solicitation shall be within the general scope of service delivery, at mutually agreed and stated prices, and accepted in writing by both parties, with terms and conditions specific to the added or substituted goods or services clearly stated.

16. Terms and Conditions

No other contractual terms and conditions shall apply except as stated in the solicitation or in the Contract, including any documents attached to a purchase order. In the event of a conflict, the Contract shall prevail including over the

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

solicitation and any and all Contractor-issued documents, such as written responses, quotes, licensing agreements, order forms, or additional terms and conditions.

17. **Termination and Cancellation**

a. **Termination at Will**

The Department may terminate the Contract, in whole or in part, by thirty (30) days' written notice to the Contractor, if the Department determines in its sole discretion that it is in the State's best interest to do so. The Contractor must not furnish any products or services, as applicable, after it receives the notice of termination, except as necessary to complete any portion of the Contract not terminated, if any. The Contractor is not entitled to recover any cancellation charges or lost profits that may be imposed or occur because of termination.

b. **Termination Because of Lack of Funds**

In the event funds to finance the 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), 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**

In addition to any other remedies that may be available by law, the Department may unilaterally cancel the Contract upon no less than twenty-four (24) hours' notice, if any one of the following events has occurred:

- i. **The Contractor has refused to allow public access to any document, paper, letter, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), F.S.;**

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

- ii. The Contractor knowingly employs unauthorized aliens in violation of the Immigration and Nationality Act, 8 United States Code, Section 1324a; or
- iii. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

In the event of cancellation under this subsection, 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.

d. Termination for Cause

The Department may terminate the Contract if the Contractor fails to do any of the following: (1) deliver services or products as specified during the Contract term or any extension thereof; (2) maintain adequate progress in meeting any requirement under the Contract, thus endangering performance or success of the Contract; (3) honor any term of the Contract; (4) abide by any statutory, regulatory, or licensing requirement; or (5) comply with the requirements of section 287.135, F.S., relating to scrutinized companies. Rule 60A-1.006(3), Florida Administrative Code (F.A.C.), governs the procedure and consequences of default.

If the Contract is terminated for cause, the Contractor will continue all service delivery or work that was 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 or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery or performance schedule. If, after termination, it is determined that the

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

Contractor was not in default, or that the default was excusable, the rights and obligations of the parties must be the same as if the termination had been issued for the convenience of the Department.

In addition, waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract.

The rights and remedies of the Department under this clause are in addition to any other rights and remedies provided by law or under the Contract, including as to damages.

e. Termination by Mutual Agreement

The parties may mutually agree to terminate the Contract or any part of the Contract on an agreed date prior to the end of the Contract term without penalty to either party. Any such termination shall be agreed upon in writing.

f. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department or as otherwise stated in the Contract, the Contractor shall:

- i. Discontinue work under the Contract on the date, and to the extent specified, in the notice;
- ii. 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 the Contract that is not terminated or cancelled;
- iii. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
- iv. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the Contract, which is in the possession of the Contractor(s) and in which the Department has or may acquire an interest.

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

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.

18. Requirements of Chapter 119, F.S. (Public Records Law)

The Contractor, when acting on behalf of the Department, as provided under section 119.011(2), F.S., shall in addition to all other conditions of the Contract:

- a. Keep and maintain public records required by the Department to perform the service.
- b. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Contractor does not transfer the records to the Department.

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

- d. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.

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

First violation - \$100 penalty.

Second violation - \$250 penalty.

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

The Contractor may be subject to penalties under Section 119.10, F.S., for a failure to provide public records to the Department within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

19. Security and Fraud Prevention

For contracts that are primarily IT-related, including those where services are implemented in planned stages, such as through a Pilot program, the following security and fraud prevention requirements apply:

- a. The Contractor must comply with the Department's External Information Security Policy and Security Breach of Personal Information policies, as

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

well as Florida Administrative Code chapters 60GG-2 ("Information Technology Security") and 60GG-5 ("Information Technology Architecture Standards"), section 501.171, F.S. ("Security of confidential personal information"), and other relevant information security policies, procedures, and standards.

- b. The Contractor shall ensure that vulnerability scanning of all system components is performed periodically and validate that identified vulnerabilities are mitigated prior to placing any new or modified system or component into production status. The Contractor shall utilize a robust system patching process to ensure that critical security patches are installed upon release.
- c. The Contractor shall submit, implement and maintain a detailed System Security Plan, using a Department-approved plan template, to the Department's Contract Manager with the Final Implementation Plan, as applicable. The System Security Plan will be provided to the Department's Contract Manager and Information Security Manager for review and approval forty-five (45) days following the execution of this Contract or such other time which the Contractor and the Department agree upon in writing, but in no event later than twenty (20) days prior to the Contractor beginning provision of the goods and services required pursuant to this Contract.
- d. The Contractor shall meet the [National Institute of Standards and Technology](#) Cybersecurity Framework.

The System Security Plan shall:

- 1) Ensure optimal security protection for the System and all related equipment installed. The system must be accessible via an approved method determined by the Department. All connectivity will require that approved access controls are enabled to ensure that a device, data, or function is accessible only by authorized users.
- 2) Certify that a cyber security program is in place within its organization and that sufficient, qualified security professionals are on-staff to ensure the following minimum requirements are met at all times during the term of the Contract:

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

- i. Must have a data protection and privacy policy that, at a minimum, complies with Department policies and procedures, as well as Florida Administrative Code chapters 60GG-2 ("Information Technology Security") and 60GG-5 ("Information Technology Architecture Standards");
- ii. Must have sufficient security policies and processes approved by the Department's Information Security Manager for monitoring and detecting security events and fraud detection/prevention;
- iii. Must have an incident response capability that immediately notifies the Department's Information Security Manager of a breach, or suspected breach, including forensics evidence in the event of a data breach. The Contractor shall adhere to the Department's security policy for breach of personal information, and Section 501.171, F.S;
- iv. Must have sufficient security protocols for protection of backup media;
- v. Must have a documented methodology for establishing and maintaining authorized user access controls; and
- vi. Must verify that the Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department's Information Security Manager, to protect and secure data at rest and in transit.

The device-based component(s) of the System must provide/enable data-at-rest encryption for any confidential and sensitive data transmitted or stored within the environment (e.g., PII – SSN, date of birth, driver license number, etc.). A description of the types and levels of encryption features available, how and when they are applied and a process that outlines the secure escrow of encryption keys shall be included in the Contractor's System Security Plan.

- e. The Contractor shall ensure each piece of equipment that has a data storage mechanism, provided and maintained under the Contract, is properly sanitized to ensure Department data cannot be retrieved from media prior to disposal, replacement, reuse, or removal. File deletion, formatting media, and degaussing are not acceptable methods of sanitization. Acceptable destruction methods for various types of media include:

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

- 1) If paper documents contain confidential or sensitive information, such documents must be destroyed by on-site shredding, pulping, or incineration.
 - 2) If confidential or sensitive information has been contained on optical discs (e.g., CDs, DVDs, etc.), the Contractor shall either destroy by incineration the disc(s) or shred the disc(s).
 - 3) If confidential or sensitive information has been stored on magnetic tape(s), servers, workstation hard drives, removable media (e.g., USB flash drives, portable hard disks, or similar disks), the Contractor shall destroy the data by incinerating or crosscut shredding. A certificate of destruction, which references the serial numbers of the magnetic media being shredded will be provided to the Department as proof of the approved media sanitization within thirty (30) days of destruction.
- e. No Department data or information will be transmitted to, stored in, processed in, or shipped to offshore locations, or reside logically or physically outside of the United States of America regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, disk-to-disk imaging or backups, tape or drive shipping; regardless of the level of encryption employed. The Contractor agrees that any and all Department data shall be stored, processed, and maintained solely within servers and infrastructure that reside on-premise at the Contractor's location. No Department data will be moved or transferred to any third-party hosting service without prior written approval from the Department's Contract Manager and Information Security Manager.
- f. The Contractor shall ensure that access to Department data shall follow the principle of least privilege and only be available to a limited number of Contractor personnel necessary to perform the duties of the Contract.

For all other contracts (non-IT related), the following security and fraud prevention requirements apply:

For all non-IT related projects, the Contractor shall identify and ensure optimal security protection for any electronic solution and related equipment installed in accordance with the Contract. The Contractor's system must be accessible via an approved method determined by the Department. All connectivity will require that approved access controls are enabled to ensure

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

that a device, data, or function is accessible only by authorized users and processes.

The Contractor shall coordinate with the Department's Enterprise Security Management Office to conduct vulnerability scanning and validate mitigation actions prior to placing any new or modified system or component in production. The method, tools, and processes utilized for vulnerability scanning must be pre-approved by the Department's Enterprise Security Management Office.

The Contractor shall certify that a cyber security program is in place within its organization and that sufficient, qualified security professionals are on-staff to ensure the following minimum requirements are met at all times during the contract term:

- a. A data protection and privacy policy is in place and updated, as required, that, at a minimum, complies with Chapter 60GG-2, F.A.C. ("Information Technology Security") and section 501.171, F.S.;
- b. A security policy for monitoring and detection of security events and fraud detection/prevention is established and updated, as required;
- c. Incident response capability is in place that notifies the Department of a breach, or suspected breach, including forensics evidence in the event of a data breach;
- d. Security protocols are established and updated, as required, for protection of backup media;
- e. A documented methodology for establishing and maintaining user access controls is in place and updated, as required; and
- f. The Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department, to protect and secure data at rest and in transit.

In the event this section conflicts with a provision of the solicitation addressing Contractor system and security requirements, the provision providing the most comprehensive and best system and/or security protection for the state and the Department shall prevail.

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

20. Indemnification

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

21. Conduct of Business/Civil Rights Requirements

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. This includes, but is not limited to, compliance with Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq., the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., the Driver Privacy Protection Act, 18 U.S.C. 2721-2725, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

For contracts involving electronic or information technology, the following provision from Rule 60-8.003(2), F.A.C., is applicable: Accessible Electronic Information Technology. Vendors submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

22. Discriminatory Vendors List

Pursuant to subsections 287.134(2) and (3), F.S., an entity or affiliate who has been placed on the state of Florida, Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and posts the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

23. Requirements of Section 287.058, F.S.

The Contractor agrees to comply with the following requirements of section 287.058, F.S.:

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, F.S. The Department may establish rates lower than the maximum provided in section 112.061, F.S.
3. All deliverables shall be directly related to the **Scope of Work** of this Contract and shall be in quantifiable, measurable, and verifiable units. Deliverables shall be provided as specified in the **Scope of Work** and shall be received and accepted in writing by the Contract Manager prior to payment.
4. The Contractor shall meet all criteria, as specified in the **Scope of Work**, and as stated herein, and the final dates by which such criteria must be met for completion of the Contract.

24. Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software

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

1. 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

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

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.

2. 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).
3. If the Contractor brings to the performance of this Contract a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright, unless this Contract provides otherwise.
4. 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.
5. 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.

ATTACHMENT C ADDITIONAL TERMS AND CONDITIONS

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, F.S., 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.

6. 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.
7. The 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, F.S., 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.

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

8. The Contractor warrants that all materials produced under the Contract will be of original development by the Contractor and will be specifically developed for the fulfillment of the 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.
9. All data, records, metadata, data models, ETL scripts, aggregations, summaries, calculations or derivatives of data and reports relating to the Department and its partners, made in the course of performing the services, shall be treated by the Contractor and its subcontractors as the exclusive property of the Department and/or the state of Florida. Contractor hereby assigns without any requirement of further consideration all right, title, or interest the Contractor may have to the Department's data, including any copyrights or other intellectual property rights to the same. The Contractor may not reuse, resell, distribute, aggregate or analyze Department data without the express permission of the Department.

The furnishing of such records, or access to such items by, the Contractor and its subcontractors, shall not grant any express or implied interest in or license to or cost to the Contractor and its subcontractors relating to such records other than as is necessary to perform and provide the services to the Department. Upon request by the Department at any time, the Contractor and its subcontractors shall promptly deliver to the Department requested records (including actual data sets) in an electronic format as requested by the Department as exist on the date of the request by the Department.

10. The Department shall have the ability to create, edit, modify, share, and restrict access to the data. The Department shall have the ability to assign, share, or surrender all or any of these privileges to a third party. The Department claims the possession and copyrights to such data to ensure control and ability to take legal action if the Department's ownership is illegitimately breached by an internal or external entity.
11. 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 applicable disclosures.

ATTACHMENT C
ADDITIONAL TERMS AND CONDITIONS

25. Department of State Licensing Requirements

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

26. Scrutinized Companies

Pursuant to section 287.135, F.S., the Department may, at its option, terminate this Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, for contracts of \$1 million or more, the Department may, at its option, terminate this Contract if the Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria.

27. Contract Subject to Legislative Appropriation

In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

28. Annual Report as Required by Executive Order 20-044

If applicable, the Contractor must comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Contractor's most recent IRS Form 990, *Return of Organization Exempt from Income Tax*.

**ATTACHMENT D
RESPONDENT INFORMATION FORM**

Solicitation Number: FLHSMV-ITN-001-22 Tablets and Software for the Department's Automated Driver License Testing System (ADLTS)		
Please ensure the information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: Florida Vendor Information Portal. DO NOT CHANGE THE FORMAT OF THIS FORM.		
RESPONDENT NAME:		
RESPONDENT FEID NO.:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
RESPONDENT'S WEBSITE:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
	Solicitation Contact Person	Contract Manager*
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
CELL PHONE NO.:		

*The individual who will be responsible for overall contract compliance on behalf of the Contractor.

**ATTACHMENT E
PAST PERFORMANCE - CLIENT REFERENCES**

In the spaces provided below, the Respondent shall list all business names under which it has operated during the past three (3) years.

On **page 2** of this attachment, the respondent shall provide the information indicated for **three (3) separate, non-FLHSMV (Department of Highway Safety and Motor Vehicles) client references**.

Client references will be utilized for the purposes set forth in Section 5.3.2, PAST PERFORMANCE – CLIENT REFERENCES. Three (3) client references must be submitted, and failure to submit three (3) may result in the respondent being deemed non-responsive.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT E
CLIENT PAST PERFORMANCE QUESTIONNAIRE**

Respondent's Name: _____

Is this client reference being used to verify the minimum experience required by the ITN? Y___N___

The following shall be completed, signed and notarized by the client:

Client's Name: _____

Client's Address: _____

Contact's Name: _____

Contact's Title: _____

Contact's Phone Number: _____

E-mail Address: _____

Directions: Please complete the following questions regarding the Respondent's past performance for your organization. For questions 1 and 2 please write your answer in the space provided. For questions 3 through 7 please use the rating scale provided after question 2. For question 8 please circle yes or no.

1. What products or services did the Respondent provide for your organization? (Please provide a short description with model numbers.)

Answer: _____

2. What was the timeframe or the contract term that these products or services were provided?
Please include a beginning date (MM/DD/YY) to an end date (MM/DD/YY).

Answer: _____

For Questions 3 through 7 please use the following rating scale:

Excellent = 5; Good = 4; Acceptable = 3; Fair = 2, Poor = 1

RATING

3. How would you rate the overall contract performance of the Respondent?

4. How would you rate the Respondent's ability to meet all of its performance/milestones deadlines (e.g., delivery schedules)?

5. How would you rate the Respondent's key staff, including the project/contract manager, and their ability to work with your organization?

6. How would you rate the functionality or performance of the product and/or service provided to your organization by the Respondent?

7. How would you rate the Contractor's responsiveness to your communications with them and their overall ability to resolve issues?

The Department will use the following rating scale for the answer to Question 8:

YES=5, NO=0

8. Would you contract with this Contractor again? Please circle "yes" or "no".

YES

NO

By signing below, I certify that the Respondent provided the products and/or services as indicated above:

Signature of Client Representative

Date

NOTARY ACKNOWLEDGEMENT:

State of _____

County of _____

This document was signed or acknowledged before me on _____, 2021 by
(Date)

(Name of signer)

[Check One] _____ Personally Known or _____ Produced the following I.D:

Name of Notary: _____

Notary Stamp/Seal:

Signature of Notary: _____

ATTACHMENT G REQUIRED CERTIFICATIONS

Respondent's Name: _____

Printed Name of Respondent's Signature Authority _____

Printed Title of Respondent's Signature Authority _____

INSTRUCTIONS:

The Respondent shall sign each of the certifications below. Failure to submit this Required Certifications form signed by an authorized official of the Respondent or submitting a signed Required Certifications form with any qualifying language, conditions, caveat(s), or modification(s), will result in the rejection of a Respondent's reply to this ITN.

1. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS CERTIFICATION

"By signing below, I hereby certify that should my company be awarded a contract resulting from this ITN, my company accepts and agrees to comply with all terms and conditions specified in this ITN and the Department's awarded Contract, as negotiated and agreed upon."

Signature of Respondent's Signature Authority

Date

2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

"By signing below, I hereby certify that, to the best of my knowledge, my company (including its subcontractors, if applicable, subsidiaries and partners) has no existing relationship or financial interest, and is not engaged in any activity, that creates any actual or potential organizational conflicts of interest with any organization, relating to the award of a contract resulting from this ITN, and must comply with subparagraph 287.057(17)(a)1, Florida Statutes (F.S.)."

Signature of Respondent's Signature Authority

Date

3. SCRUTINIZED COMPANIES LISTS CERTIFICATION

Pursuant to subsection 287.135(5), F. S., a company must certify its compliance with the requirements of that statute at the time of submitting a response for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), F. S., please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency, based on the value of the procurement or contract.

☐ For procurement/contract valued at less than \$1,000,000

"By signing below, I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel."

☐ For procurement/contract valued at \$1,000,000 or more

"By signing below, I hereby certify that the company, of which I am a duly authorized representative, is in compliance with the requirements of subsection 287.135(5), F. S."

Signature of Respondent's Signature Authority

Date

ATTACHMENT H

RESPONDENT QUALIFICATION QUESTIONS

Please complete each Respondent Qualification Question below and sign the certification statement at the bottom of this form. Unsigned or incomplete forms may prevent a Respondent from being considered responsive.

	QUESTIONS	YES	NO
1.	Does the Respondent certify that the Respondent or person submitting the reply, is authorized to respond to this ITN or respond on the Respondent's behalf, as indicated in Section 2.1 Definitions, b) Authorized Representative?		
2.	Does the Respondent understand that by submitting a reply, the Respondent is deemed to have accepted all terms and conditions in the ITN (as certified in ATTACHMENT G, REQUIRED CERTIFICATIONS)?		
3.	Does the Respondent understand that submission of a reply does not guarantee award of a contract to the Respondent?		
4.	Does the Respondent certify that its reply submission meets or exceeds all specifications for this ITN, as indicated in Section 5.3.5, TECHNICAL RESPONSE MANDATORY DOCUMENTATION, d)?		
5.	Does the response include the Original Response Mandatory Documentation required in FLHSMV-ITN-001-22, Section 5.3 MANDATORY SUBMISSION REQUIREMENTS?		
6.	Does the response include ATTACHMENT E, PAST PERFORMANCE – CLIENT REFERENCES (with the original response only), as required in FLHSMV-ITN-001-22, Section 5.3.2, PAST PERFORMANCE – CLIENT REFERENCES, ATTACHMENT E?		
7.	Does the response include a signed ATTACHMENT F, PRICE SHEET (with the original response only), as required in FLHSMV-ITN-001-22, Section 5.3.3, PRICE SHEET, ATTACHMENT F?		
8.	Does the response include a signed ATTACHMENT G, REQUIRED CERTIFICATIONS (with the original response only), as required in FLHSMV-ITN-001-22, Section 5.3.4 REQUIRED CERTIFICATIONS, ATTACHMENT G?		
9.	Does the Respondent certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or		

	potential organizational conflict of interest relating to the award of a contract resulting from this solicitation, as required in ATTACHMENT G, REQUIRED CERTIFICATIONS?		
10.	The Respondent certifies that its company has or will obtain Florida Department of State Registration, pursuant to section 607.1501, F.S., within seven (7) days of notice of award. Website: https://dos.myflorida.com/sunbiz/ . See, FLHSMV-ITN-001-22, Section 5.10.3.		
11.	The Respondent certifies that its company is registered or will register in the MyFloridaMarketPlace system within ten (10) days of notice of award. Website: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace . See, FLHSMV-ITN-001-22, Section 5.10.3, Florida Department of State Registration.		
12.	Is the principal place of business (per section 287.084 F.S.) outside of Florida? IF YES , does the response include documentation (with the original response only) as required in FLHSMV-ITN-001-22, Section 5.5 Florida Preference?		

“As the person authorized to sign this statement on behalf of the Respondent, I certify that the foregoing responses are true and correct.”

Respondent's Name:			
Address:			
City:		State:	
Authorized Signature:		Date:	
Printed Name and Title:			
	Telephone: 		

ATTACHMENT I EVALUATION CRITERIA AND NEGOTIATIONS

In accordance with Section 287.057 (1) (c) 4., Florida Statutes, a Respondent who has submitted a response to this ITN that fully conforms in all material respects to all of the ITN's requirements, including all form and substance, may be deemed by the Department as responsive and responsible.

Any deviation from the requirements of this ITN may be cause for the Department to deem a response non-responsive and such response will not be considered for evaluation.

Only replies that the Department deems both responsive and responsible will be evaluated as described in this attachment. Respondents submitting the highest scoring evaluated replies may move on to the Negotiation Phase (Section 4.0, below).

1.0 Responsible Respondent

A Respondent who has the capability in all respects to perform the requirements of this ITN and the subsequent awarded contract may be deemed responsible. In order for a Respondent to be deemed by the Department as responsible, the Respondent must meet all of the following criteria:

1. Has submitted a demonstrated history of satisfactory performance; and
2. Maintains an "active" registration in SunBiz with the Division of Corporations at the Florida Department of State.

The Department reserves the right to utilize sources other than those supplied by the Respondent to obtain additional information regarding the Respondent's capability of fully performing the subsequent awarded contract, as well as its integrity and reliability to assure good faith performance as a responsible Respondent.

Such additional sources may include, but are not limited to, news sources, court filings, internet searches, and on-line reports available from other state agencies or the federal government. Factors that may result in a finding that the Respondent is not responsible 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 (10) years.

If the Department utilizes additional sources, it will do so regarding the Respondents with whom the Department intends to negotiate.

The Department will reject Replies submitted by any Respondent not deemed to be responsible.

2.0 Evaluation Criteria

The Department will review and evaluate each response deemed responsive and responsible and award points based on the following criteria:

Evaluation Criteria	Possible Points
Price Sheet	40
Technical Response	230
Past Performance	90
Total Maximum Score	360

In the example below, there are four (4) evaluators and four (4) respondents. The Department will add together the Respondent's Price Sheet Points, Technical Response Points, and Past Performance Points to calculate the Respondent's Final Score.

Respondent's Final Score Scoring Example:

(NOTE: All scoring examples provided in this document are instructional only and do not represent actual points to be awarded.)

Respondent	Price Sheet Points	Technical Response Points	Past Performance Points	Respondent's Final Score
Respondent 1	40	223.8	90	353.8
Respondent 4	32.9	167.5	80	280.4
Respondent 3	24	186.3	60	270.3
Respondent 2	24.9	195	50	269.9

The Final Scores will be rounded to the nearest whole number and will be arranged by the Department from highest to lowest. The Department intends to conduct negotiations with up to three (3) Respondents who received the top three (3) highest Final Scores.

3.1 Price Sheet Evaluation

The Department will review each responsive and responsible Respondent's submitted PRICE SHEET, ATTACHMENT F, Tab 1 and award points, based on the following:

Original Contract Term: The Respondent submitting the lowest total price for the original contract term will automatically receive the maximum of thirty (30) points.

Renewal Contract Term: The respondent submitting the lowest total price for the renewal term, will automatically receive the maximum of ten (10) points.

The remaining Respondents will receive a percentage of the maximum points using the formula below, starting with the Respondent submitting the next lowest total price. Points will be rounded to the nearest hundredth decimal. This process continues until each proposed total has been calculated for each Respondent for both contract terms (Original Contract Term and Renewal Contract Term) using the below formulas.

Original Contract Term

Lowest Proposed Total Price ÷ [next-lowest] Respondent's Proposed Total Price	=	%	x	30	=	Total Points Awarded for the Respondent's Proposed Total Price (Original Contract Term)
-------------------------------------------------------------------------------------	---	---	---	----	---	-----------------------------------------------------------------------------------------------------

Renewal Contract Term

Lowest Proposed Total Price ÷ [next-lowest] Respondent's Proposed Total Price	=	%	x	10	=	Total Points Awarded for the Respondent's Proposed Total Price (Renewal Contract Term)
-------------------------------------------------------------------------------------	---	---	---	----	---	----------------------------------------------------------------------------------------------------

For the purposes of tabulating the final Price Sheet points for ATTACHMENT F, PRICE SHEET, the points for both the Original Contract Term and the Renewal Contract Term will be added together to calculate the respondent's Final Price Sheet points.

Scoring Example:

The scoring example provided below is instructional only and does not represent actual points to be awarded. In this example, rounding was utilized for ease of reference. Points are also not calculated using any weighting. **Points in this scoring example are calculated only for the Original Contract Term.**

In this example there are four (4) Respondents each submitting total prices as indicated below:

Respondent	Total Price
Respondent 1	\$ 100,000
Respondent 2	\$ 150,000
Respondent 3	\$ 125,000
Respondent 4	\$ 120,000

In this example table, Respondent 1 submitted the lowest total price, therefore, Respondent 1 would receive the 30 maximum points. Utilizing the following formula, the next lowest price (submitted by Respondent 4) would be as follows:

$\frac{\$100,000}{\$120,000}$	=	83% (or 0.83)	x	30	=	24.9
-------------------------------	---	---------------	---	----	---	------

Total Price Sheet Evaluation Score:

The Department will use the same formula to calculate scores for the Renewal Contract Term (ten (10) possible points). The awarded points for the Original Contract Term and the Renewal Contract Term on Tab 1 of ATTACHMENT F – PRICE SHEET will be added together to determine the Respondent's Final Price Sheet points.

Respondent	Awarded Points (Original Contract Term)	Awarded Points (Renewal Contract Term)	Final Price Sheet Points
Respondent 1	30	10	40
Respondent 2	20	6	26
Respondent 3	24	5	29
Respondent 4	24.9	8	32.9

Tab 2 of ATTACHMENT F will be discussed during the negotiation sessions.

3.2 Technical Response Evaluation

Each responsive and responsible Respondent's response will be independently evaluated based on the criteria and points scale below. Each Response will be evaluated and scored by at least three (3) evaluators, who collectively have experience and knowledge in the requirements as outlined in this solicitation, with the exception of the Past Performance Evaluation, which will be reviewed and calculated by the Procurement Officer.

The scoring tabulation table below will be used to tabulate points for the Technical portion of a responsive and responsible Respondent's Response. Column 1 represents the maximum points possible that can be awarded for each component.

Technical Response Scoring	
Technical Evaluation Criteria	Maximum Points Possible (Column 1)
1. Table of Contents	N/A
2. Executive Summary	N/A
3. Organizational Structure and History	N/A
4. Technical Requirements: a. Hardware/Tablets b. Software (to include related services and products, as described in ATTACHMENT B, SCOPE OF WORK, Section 2.1, Technical Requirements, sub-sections 2.1.2 through 2.1.13.	100
c. Training Plan	20
d. Service and Maintenance Plan	40
e. Staffing Requirements Plan	20
f. Security and Fraud Prevention Plan	50
Technical Response – Total Possible Points	230

Each evaluator's total points assessed for each Respondent's Technical Response will be added together and averaged to determine the Respondent's Final Technical Response Points.

Technical Response Scoring Example:

In the example below, there are four (4) evaluators and four (4) Respondents. The Technical Response scores in this example were calculated based on the total points earned by each Respondent for each criterion within their Technical Response, as scored by members of the evaluation team. The individual evaluator's total points for each Respondent were added together and then averaged to calculate the Respondent's Final Technical Response Points.

Technical Response Calculation					
Respondent	Evaluator A's Total Points	Evaluator B's Total Points	Evaluator C's Total Points	Evaluator D's Total Points	Final (averaged) Technical Response Points
Respondent 1	220	230	215	230	223.8
Respondent 2	200	185	205	190	195
Respondent 3	190	185	200	170	186.3
Respondent 4	160	175	165	170	167.5

3.3 Past Performance Evaluation

- 3.3.1 The Respondent shall submit three (3) separate Client Past Performance Questionnaires (Attachment E) that have been completed, signed, and notarized by three of the Respondent's clients for which the Respondent has provided products or services similar to the products or services required in and meeting the specifications of this solicitation. If it is determined experience is not similar, the Respondent will receive no points for the Questionnaire. Please note: Only non-Department clients can be utilized.
- 3.3.2 At least one (1) client must verify that the Respondent provided the minimum experience required by this solicitation. If none of the clients verify the required experience, the Respondent may be deemed non-responsive and its Response may be rejected.
- 3.3.3 If the required information in 3.3.1 above is provided, the Respondent will be eligible to earn points related to past performance based on each client's

answers to the questions contained in the Client Past Performance Questionnaire. **(30 total possible points per Questionnaire).**

- 3.3.4 The points received on each Questionnaire will be assigned Past Performance points based on the following ranges:

Points Range from Questionnaire	Past Performance Possible Points
<20	0
20 - 24	15
25 - 30	30

3.4 Technical Requirements (Hardware/Tablets and Software) Total Possible Points – one hundred (100) points.

As described in FLHSMV-ITN-001-22, Section 5.3.5, TECHNICAL RESPONSE MANDATORY DOCUMENTATION, d) Technical Requirements, the Respondents will be evaluated and awarded points based on the following point structure.

(a) Hardware/Tablets – fifty (50) points, and

b) Software and related services and products as described in **ATTACHMENT B, SCOPE OF WORK**, Section 2.1, Technical Requirements, items a) through k). – **fifty (50) points**, for a maximum one hundred (100) total possible points).

a) Hardware/Tablets – fifty (50) points

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
10	The component is below average. It met some of the minimum requirements but did not address all elements requested.
20	The component is average and met the minimum requirements with minimum detail.
30	The component is above average. It exceeded the minimum requirements and provided good detail.
50	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

b) Software and related services and products – fifty (50) points

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
10	The component is below average. It met some of the minimum requirements but did not address all elements requested.
20	The component is average and met the minimum requirements with minimum detail.
30	The component is above average. It exceeded the minimum requirements and provided good detail.
50	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

3.5 Training Plan – twenty (20) points

As described in FLHSMV-ITN-001-22, Section 5.3.5, TECHNICAL RESPONSE MANDATORY DOCUMENTATION, e) Training Plan, the training plan will be evaluated and awarded points based on the following point structure **(twenty (20) total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
5	The component is below average. It met some of the minimum requirements but did not address all elements requested.
10	The component is average and met the minimum requirements with minimum detail.
15	The component is above average. It exceeded the minimum requirements and provided good detail.
20	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

3.6 Service and Maintenance Plan – forty (40) points

As described in FLHSMV-ITN-001-22, Section 5.3.5, TECHNICAL RESPONSE MANDATORY DOCUMENTATION, f) Service and Maintenance Plan, the Respondent's Training Plan will be evaluated and awarded points based on the following point structure **(forty (40) total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
10	The component is below average. It met some of the minimum requirements but did not address all elements requested.
20	The component is average and met the minimum requirements with minimum detail.
30	The component is above average. It exceeded the minimum requirements and provided good detail.
40	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

3.7 Staffing Requirements Plan – twenty (20) points

As described in FLHSMV-ITN-001-22, Section 5.3.5, TECHNICAL RESPONSE MANDATORY DOCUMENTATION, g) Staffing Requirements Plan, the Respondent's Training Plan will be evaluated and awarded points based on the following point structure **(twenty (20) total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
5	The component is below average. It met some of the minimum requirements but did not address all elements requested.
10	The component is average and met the minimum requirements with minimum detail.
15	The component is above average. It exceeded the minimum requirements and provided good detail.

20	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.
----	----------------------------------------------------------------------------------------------------------------

3.8 Security and Fraud Prevention Plan – fifty (50) points

As described in FLHSMV-ITN-001-22, Section 5.3.5, TECHNICAL RESPONSE MANDATORY DOCUMENTATION, h) Security and Fraud Prevention Plan, the Respondent's Training Plan will be evaluated and awarded points based on the following point structure **(fifty (50) total possible points)**:

Possible Points	Scoring Criteria
0	The component contained significant deficiencies and omissions and lacked meaningful detail.
10	The component is below average. It met some of the minimum requirements but did not address all elements requested.
25	The component is average and met the minimum requirements with minimum detail.
40	The component is above average. It exceeded the minimum requirements and provided good detail.
50	The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

4.0 NEGOTIATION PHASE

Negotiation sessions may be conducted with up to the top three (3) highest Final Scoring Respondents. The Department reserves the right to negotiate with more or less than the top three Respondents if it is determined by the Department to be in the best interest of the state to do so. Negotiations will be scheduled as deemed necessary by the Department and held at a location determined by the Department. The Department reserves the right to conduct negotiations in any order sequentially or concurrently; 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; and limit the number of individuals attending negotiations on behalf of a Respondent.

Negotiation sessions are not open to the public and each negotiation session shall be face-to-face or via video conferencing (if needed as available). All negotiation sessions will be recorded by the Department. The Department may terminate negotiations at any time for

any reason with any or all scheduled Respondents or extend negotiations with any or all scheduled Respondents if to do so is in the Department's best interest. 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 video conferencing or telephone, or not conduct negotiations at all. The Department is under no obligation to award a contract as a result of negotiations.

Each Respondent scheduled to participate in negotiations with the Department shall provide the following at each negotiation session:

- a) Company representatives capable of binding the Respondent to contractual terms and pricing.
- b) Oral/technical presentation of their firm's capabilities, costs, and approach to meeting the requirements of this ITN.
- c) Answers to Department questions regarding the Respondent's capabilities, prices, approach and/or understanding about the Department's needs and expectations.

After the conclusion of all the negotiation sessions, utilizing selection criteria based upon the ITN and negotiations, the Department will request a Best and Final Offer (BAFO) from one or more Respondents. Respondents who were sent a request will submit a BAFO to the Department setting forth a Respondent's best offer in reply to the ITN, and to confirm the Respondent's agreement to the negotiated terms.

5.0 BASIS OF AWARD

Any award of a contract under this ITN shall be made to the responsive and responsible Respondent that the Department has determined provides the overall best value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship.

6.0 CONTRACT FORMATION

The Department intends to negotiate the terms and conditions listed in this ITN. The terms may be modified during negotiations at the sole discretion of the Department. No additional documents submitted by a Respondent will be incorporated into the Contract unless they are specifically identified by the Department and incorporated by reference into the subsequent awarded contract.