

TERM CONTRACT

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NOTICE OF INTENDED AWARD

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

NAME OF BID: Leasing & Airtime for Pager DATE OF POSTING NOTICE 9/6/02

BID OR RFP # 001-03 TIME 3:25 PM

Advertising was published in: web site at: http://www.myflorida.com

OPENING OF BIDS OR PROPOSALS

Neil Kirkman Building

Location: Tallahassee, Florida Date: 08/22/2002 Time: 2:30 P.M.

Opened by: _____ Tabulated by: Brenda L. Hamrick

WITNESSED BY and REPRESENTING

<u>Michael G. Gagnier - Graylink Wireless</u>	<u>MaDell - BPC</u>
<u>Frank Moorey - Graylink Wireless</u>	<u>Bruce Nelson BPC</u>
<u>Chloe E. Lawrence</u>	

INTENDED AWARD

Vendor GRAYLINK WIRELESS Price 74,097.00

Terms: _____

Lowest Bidder: Yes No

If no, Justification: _____

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void. To be effective any notice of protest or protest must be filed within the time limits set forth in this posting. In accordance with section 120.573, FS, notice is hereby provided that mediation of the administrative dispute for the type of agency action announced is not available.

CERTIFICATION

I certify that the above statements are correct. I further certify that the award of this bid is made in accordance with Section 287, Part I, Florida Statutes and Chapter 60A-1, Florida Administrative Code.

Russ Korman
(Signature)

9/6/02
(Date)

Chief of Purchasing & Contracts
(Title)

BID/PROPOSAL TABULATION

BID TITLE Leasing and Airtime for Pagers

BID NUMBER 001-03

OPENING DATE 08/22/2002 TIME 2:30 P.M.

POSTING TIME/DATE

FROM: _____ / _____

UNTIL: _____ / _____

PAGE: _____ OF _____ PAGES(S)

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT- ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.57(3), FLORIDA STATUTES, SHALL POST WITH THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT OR \$5,000, WHICHEVER IS LESS, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH THE ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUESTS FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR \$5,000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN EITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.

BIDDERS						A Total	B Total	A & B GRAND TOTAL
Gray Link Wireless Tallahassee, Florida						\$74,097.00	0-	\$74,097.00
Capital Communications Tallahassee, Florida					(no coverage map provided)	\$90,360.00	\$54,000.00	\$144,360.00
Worldcom Atlanta, GA					(non-response wrong price sheet)			
Liberty Communications						\$180,855.00	\$18,000.00	\$198,855.00
Network Services El Segundo, CA						\$69,705.00	\$45,000.00	\$114,705.00
Arch Jacksonville, Florida						\$76,653.00	\$27,000.00	\$103,653.00
Metro-call						\$71,775.00	\$53,550.00	\$125,325.00

OPENED BY: Bonnie M. [Signature]

TABULATED BY: Brenda A. Hamrick

VERIFIED BY: _____

REMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD. NOT AS SPECIFIED CODE(S):



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Advertisement Detail

Dept of Highway Safety and Motor Vehicles

Agency Decisions

Notice of Intended Award

Advertisement Number: 001/03

Version Number: 000

Advertisement Begin Date/Time: 09/09/2002

Commodity Code(s):

725-240-000-0000

Description(s):

Gray Link Wireless

Posting 9/6/02 - 11:00AM

Ending - 9/11/02 - 11:00 AM

Agency Decisions will be available at:

2900 Apalachee Parkway

Neil Kirkman Bldg

Tallahassee, FL. 32399

Agency Decisions will be opened at the above address at 02:30 P.M., September 12, 2002.

Please direct all questions to:

Bruce Lynn

Phone: (850) 488-8290

FAX: (850) 922-6273

Suncom Phone: 278-8290

Suncom FAX: 292-6273

Email: lynnb@hsmv.state.fl.us

Any person with a qualified disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

The Department reserves the right to reject any and all bids or accept minor irregularities in the best interest of the State of Florida.

Minority Business Enterprises are encouraged to participate in the bidding process.

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SUBMIT BIDS TO:
 Dept. Hwy. Safety & Mtr. Veh.
 2900 Apalachee Parkway, Mail Station 31
 Tallahassee, Florida 32399-0524

Telephone Number: (850) 488-8290

STATE OF FLORIDA
INVITATION TO BID

Bidder Acknowledgment

Page 1 of 17 pages	BIDS WILL BE OPENED 2:30 P.M., August 6, 2002 and may not be withdrawn within 90 days after such date and time.	BID NO 001-03
AGENCY MAILING DATE: 07/25/2002	BID TITLE: Leasing and Airtime for Pagers	
STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER F 58 225 4140 - 007	DELIVERY DATE WILL BE <u>7</u> DAYS after receipt of Purchase Order	CASH DISCOUNT TERMS
VENDOR NAME Gray PL Holdings Inc, dba Graylink Wireless	REASON FOR NO BID	
VENDOR MAILING ADDRESS 1489 Capital Circle NE Suite 1		
CITY - STATE - ZIP Tallahassee FL 32308	POSTING OF BID TABULATIONS Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about: 08/16/2002	
AREA CODE 850	PHONE NUMBER 877-1646	
	FREE NUMBER 800-633-9737	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the States discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

J. L. Moody
 AUTHORIZED SIGNATURE (MANUAL)
 Jack Moody - General Manager
 AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted in an attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. (NOTE: If you are registered with DMS, your SPURS vendor number is located just above your firm name on the label of the envelope transmitting this invitation.) Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (850)487-4634 immediately.
- NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-compliance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the suppliers name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
- BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
- PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the State of Florida.
 - TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.
 - CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes
 - MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidders risk. In case of mistake in extension the unit price will govern.
 - CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors rights and the State agencies responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR RESPONSE SYSTEM:** To access an interactive Voice Response System for vendor payment inquiry. Vendors may call (850) 413-7269 between 7 a.m. and 6 p.m. Monday through Friday to check on the status of payments by State agencies. The system can accommodate English and Spanish speaking callers. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptrollers Hotline, 1-800-348-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bonafide dispute, State Purchasing may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
- ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature
- DELIVERY:** Unless actual date is specified for if specified delivery cannot be met, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida holidays, unless otherwise specified.

6. **ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
7. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in the specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate, on the bid form the manufacturers name and number. Bidder shall submit with his bid cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by Change Notice issued and signed by the State.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agencies decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. or failure to post the bond other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF BID PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by State Purchasing or a State agency pursuant to Section 120.57 (3), F.S., shall post with State Purchasing or the State agency at the time of filing the formal written protest or within the 10 day period allowed for filing the formal written protest, a bond payable to State Purchasing or the State agency in an amount equal to 1 percent of State Purchasing or State Agencies estimate of the total volume of the contract of \$5000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of State Purchasing pertaining to agencies requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5000, whichever is less. In lieu of a bond State Purchasing or the State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidders firm or any of its branches.
11. **AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **SAMPLES:** Samples of items when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidders expense. Each individual sample must be labeled with bidders name, manufacturers brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications and public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
a) Suppliers name being removed from State Purchasing vendor mailing list.
b) All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the ordering agency at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY"
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the States alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder 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 options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
20. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as part of any commercial advertising.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the suppliers breach of this contract or the suppliers negligence.
23. **FACILITIES:** The State reserves the right to inspect the bidders facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items bid and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.
a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons.
b) **PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of bid expressly so provide.
c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
d) **RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
e) **QUALITY-PERFORMANCE ANALYSIS:** The contractor on any purchase of printing in excess of the threshold for category two shall complete and forward to State Purchasing the analysis form that accompanied the purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

PURPOSE: The purpose of this Invitation to Bid is to obtain competitive bids for the purchase of Airtime and the Leasing of Digital and Alphanumeric Pagers.

CONTRACT AWARD: Award will be made to the qualified bidder submitting the lowest bid meeting the provisions of this Invitation to Bid and these specifications for combined lease and airtime price per pager.

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

NOTICE TO CONTRACTOR: The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

BID LANGUAGE AND/OR PREFERENCES: The Minority Business Advocacy and Assistance Office has standing to protest, pursuant to s.287.09451, in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding bidder has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was executed or, an agency failed to adopt applicable preference for minority participation. Any low bidder with no participation may be deemed not in "good faith."

MANDATORY REQUIREMENTS: The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms "shall," "must" or "will" (except to indicate simple futurity) in this ITB indicate a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a proposal.

NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS: Bids which do not meet all material requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to the State. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.

The Department reserves the right to determine which bids meet the material requirements of the ITB, and which bidders are responsible.

PROPOSER'S INQUIRIES: The bidder shall examine the invitation to bid to determine if the State's requirements are clearly stated. If there are any requirements, which restrict competition, the bidder may request, in writing, to the State that the specifications be changed. The bidder who requests changes to the State's specifications must identify and describe the proposer's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this ITB, and/or requests for changes to the invitation to bid must be received in writing by the issuing purchasing office no later than July 30, 2002. A bidder's failure to request changes by the date described above, shall be considered to constitute bidder's acceptance of State's specifications. The State will be under no obligation to respond to inquiries or requests for changes received after the specified date. The State shall determine what changes to the invitation to bid are acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes and responses to inquiries, which shall be sent to all bidders in order that all bidders shall be given the opportunity of submitting bids to the same specifications. Copies of questions and final answers, along with any changes to the ITB will be mailed to all firms who were furnished a copy of this ITB by the Department, in the form of a written addendum, as soon as reasonably practicable. Bidders submitting a bid must submit by the bidding deadline written acknowledgment of any addendum.

DISPUTES: Any prospective bidder who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this ITB, any addendum, Notice of Intended Award, or Notice of Intent to Reject any or all Bids, shall file a notice of intent to protest in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of the receipt of the ITB or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter.

Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes.

Failure to file both a protest and bond within the time prescribed in Section 120.53(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received.

SCOPE OF WORK: Scope of work. See Exhibit A.

LEGAL REQUIREMENTS: The contractor is responsible for complying with any applicable codes and/or ordinances.

DEFECTIVE WORK: Work performed not meeting specifications, or found to be defective, will not be accepted, but vendor will be required to make repairs or corrections at no expense to this Department. A reasonable opportunity must be allowed for inspection of the pagers and acceptance by this Department.

TERMINATION FOR CAUSE: The Department reserves the right to immediately terminate the Contract by providing written notice to Bidder if the Department determines any of the following have occurred:

- a. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the ITB or the Contract, which representation is materially false, deceptive, incorrect, or incomplete.
- b. Contractor fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract.
- c. The performance of the Contract is substantially endangered by the action or inaction of the Contractor, or such occurrence can be reasonably anticipated.
- d. The State enacts a law which removes or restricts the authority or ability of the Department to conduct all or part of its function.
- e. Should the Department give notice of termination for reasons in sub-paragraphs (b) and (c) above, Contractor shall have ten (10) days after receipt of said notice to remedy the failures or problems. If Contractor fails to so remedy, the Department may order Contractor to stop immediately all work. If the Contract is terminated for cause or unilaterally canceled by the Department, the Department shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

TERMINATION BY MUTUAL AGREEMENT: With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

TERMINATION FOR CONVENIENCE: The Department reserves the right to terminate the Contract or any part of the Contract at its convenience. The Department shall incur no liability for materials or services not yet ordered if it terminates for convenience. If the Department terminates for convenience after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

TERMINATION IN THE BEST INTERESTS OF THE STATE: The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30 day notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the state. If the Department terminates in the best interests of the state after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30 day written cancellation-notice will be sent to the Vendor.

CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION: After receipt of a Notice of Termination, and except as otherwise specified by the Department, Contractor shall:

- a. Stop work under this Contract on the date, and to the extent specified, in the notice,
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated,
- c. Complete performance of such part of the work as shall not have been terminated by the Department; and
- d. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.
- e. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Department of Highway Safety and Motor Vehicles all property and materials belonging to the Department of Highway Safety and Motor Vehicles, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department of Highway Safety and Motor Vehicles 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 of Highway Safety and Motor Vehicles concurrently with such transfer or assignment shall assume the obligations of the Contractor if any, on all noncancelable contracts with third parties.
- f. Upon termination of the contract by the Department of Highway Safety and Motor Vehicles, the Contractor shall be deemed to have released and relinquished to the Department of Highway Safety and Motor Vehicles 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.

PERIOD OF AGREEMENT: This Agreement shall be in effect from the begin date of the contract for the initial period of thirty six months (36) with an option to renew for three (3) years. Renewal is contingent upon satisfactory performance by the successful bidder and the availability of funds. The vendor shall advise in writing at least 90 days prior to contract expiration whether or not any price increase(s) will be sought at the commencement of or during the renewal period.

A price escalation may be added by the vendor to the price of all items for the second and third thirty-six month period of the thirty-six (36) month contract period and for each 12 month portion of any renewal periods by using the Producer Price Indexes published by U.S. Department of Labor, Superintendent of Documents, P.O. Box 311954, Pittsburg, PA 15220-7954, Phone #202/512-1800 formula indicated below. The last published Producer Price Index prior to award of contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price prior to the printing to be priced will establish the reference date for the New PPI Index.

New PPI Index

Old PPI Index = Price Escalation Rate

Increases claimed by the contractor in accordance with this formula must be documented by the contractor to the agency's satisfaction at least 30 calendar days prior to the effective date of the increase, i.e. no later than August 1st.

If there is change in the price per item in accordance with this formula, the successful bidder shall revise and distribute price forms to reflect the new prices. The effective date of any price increase shall be September 1st of the contract year during which the increased price will be in effect.

The agency may require a decrease by the amount of the PPI decrease from the last PPI published prior to award of the contract and during any renewal period.

CALENDAR OF EVENTS: Listed below are the important actions and dates/times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates/times, it will be accomplished by addendum.

<u>Dates/Time</u>	<u>Action</u>
<u>July 25, 2002</u>	Release of Specifications
<u>July 30, 2002</u> 4:30 P.M.	Last day for recommended changes to this Invitation to Bid. Last day for written inquiries. (May be submitted earlier).
<u>August 13, 2002</u> 2:30 P.M.	Bid Due/Bid Opening

August 13, 2002

Notice of Intent to Award

September 1, 2002

Contract Effective Date

BID OPENING: Bids shall be opened in Room B410, Neil Kirkman Building at the date and time shown in the paragraph entitled "Calendar of Events".

POSTING OF BID TABULATION: Bid Tabulation with recommended award will be posted for review by interested parties in Room B409, Neil Kirkman Building on or about the date shown in the paragraph entitled "Calendar of Events" and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

In addition to the requirements of the paragraph entitled "Awards" of the General Conditions to this Invitation to Bid, the State shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the successful bidder.

REJECTION OF BIDS: Any Bid which fails to meet the mandatory requirements stated in this Invitation to Bid shall be rejected.

ADDENDA AND ORAL PRESENTATIONS: All addenda to this Invitation to Bid will be in writing with content and number of pages described to all bidders known to be in receipt of this Invitation to Bid. The Bidder must acknowledge receipt of all addenda per instructions in the paragraph entitled "Submission of Mandatory Forms", of this Invitation to Bid.

If deemed necessary by the State, bidders shall be required to supplement their bids with oral commentary. The State will notify bidders in the event such oral presentation is necessary.

ECONOMY OF PRESENTATION: Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this Invitation to Bid. Fancy binders, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the evaluation of bids, it is essential that bidders follow the format and instructions contained herein.

BID FORMAT INSTRUCTIONS: This section prescribes the format of the bids that are to be submitted during the procurement process. There is no intent to limit the content of the bid. Additional information deemed appropriate by the bidder should be included. However, cluttering the bid with non-relevant material only makes the evaluation more difficult. The paragraph contains instructions that describe the required format for bidder's bid. All bids submitted shall be as follows: **BID NUMBER ITB (SEALED PACKAGE)**

ADDENDA: Any addenda or answers to written questions supplied by the State to participating bidders becomes a part of this Invitation to Bid and they shall include an Addendum Acknowledgement Form. This form shall be signed by an authorized company representative, dated and returned with the bid.

EVALUATION AND AWARD: The Department shall review and evaluate all responsive bids and award the Contract to the qualified Respondent that is deemed to have submitted the lowest cost responsive bid.

COST DISCUSSIONS: Prior to the opening of bids, bidders are not to divulge bid prices to any employee or representative of the State.

CONTRACTUAL MANDATORIES: A bidder's response to this Invitation to Bid shall be considered as the bidder's formal offer. The issuance of the Purchase Order(s) for the purchase of the commodities shall constitute the Department's written acceptance of the successful bid and the signed Purchase Order(s) will be forwarded to the successful bidder.

MINOR BID EXCEPTIONS: This Department reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.

PRIDE: It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc.

Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida, 2720 Blair Stone Road, Suite G, Tallahassee, Florida 32301, telephone (850) 487-3774.

SUBMITTING OF BID: These bid forms furnished must be submitted with your bid. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated.

Submit your bid to: Department of Highway Safety and Motor Vehicles, Bureau of Purchasing and Contracts, Neil Kirkman Building, Room B412, Mail Station 31, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

IMPORTANT: Mark on the envelope/container in which your bid is submitted: Bid No. 001-03 to be filed 2:30 P.M., August 13, 2002.

ACCESSIBILITY FOR DISABLED PERSONS: If a special accommodation is needed please advise no later than five working days prior to the event.

POSTING OF BID TABULATION: Bid tabulation with recommended award will be posted for review by interested parties on the Florida Vendor Bid System at www.myflorida.com, on or about the date shown in the General Conditions of the Invitation to Bid, and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

In addition to the requirements of the paragraph, Awards of the General Conditions to this Invitation to Bid, the State shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the successful bidder.

TAXES: The Department is generally exempt from all federal, state and local taxes and no such taxes shall be included in the price of the Contract. The Department shall have no responsibility for the payment of taxes which, become payable by Contractor or its subcontractors in performance of the Contract.

NON-EXCLUSIVE RIGHTS: The right to provide the commodities and services which will be granted under the Contract shall not be exclusive. The Department reserves the right to Contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

CONTRACTOR RESPONSIBILITY: The Department will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its proposal whether or not the Contractor is the supplier of said commodities and services or any component.

ASSIGNMENT OF THE CONTRACT: The Contract is not assignable except with the prior written approval of the Department. Monies which become due thereunder are not assignable except with the prior written approval of the Department, and the concurrence of the Comptroller of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, shall operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

BENEFIT: The Contract is for the benefit of the Department and the Contractor and not for the benefit of any third party or person.

DEFAULT: Failure of the Contractor to perform according to the Contract shall be cause for the Contractor to be found in default. In the event of default, any and all reprocurement costs, along with any other remedies provided in the ITB, Contract and/or by rule or law, may be charged against the Contractor.

INVOICES: Invoice will be accepted for payment only after contract manager has approved all equipment and installation. All invoices will be submitted in triplicate to: To the Contract Managers listed on the Attachment to the purchase order that will be issued. The Vendors FEID Number and the Agency's Purchase Order Number must appear on all invoices.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications and supplemental specifications as to any details or the apparent omission from it of a detail description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

WORKER'S COMPENSATION: The contractor shall secure and maintain during the life of the contract, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Law, the Contractor shall provide, or cause each subcontractor to provide, adequate insurance satisfactory to the Department, for protection of his/her employees not otherwise protected.

ADDITIONS/DELETIONS: During the term of the contract the state shall have the right to add or delete pages to the contract.

EXHIBIT "A"
SCOPE OF SERVICES
PAGER AIRTIME SERVICES

OBJECTIVE: This Agreement retains the Contractor to provide any and all pagers, unlimited airtime, and pager repair services with a range throughout the State of Florida for the Department of Highway Safety and Motor Vehicles. This will be an Indefinite Quantity Agreement.

The Department will request Contractor services on an as-needed basis. The Department's Purchase Order shall constitute the authorization for services to be provided. All Terms and Conditions, including price, set forth under this Agreement are inclusive within each purchase order or purchase order amendment issued.

SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Pager Types:

- a. Digital Pagers – batteries are to be included.
- b. Alpha Numeric Pagers with personalized message dispatching capability – batteries are to be included.
- c. Nationwide – Full United States coverage

Pager services will be available twenty-four (24) hours per day, seven (7) days a week, and include all holidays.

Voice Mail: Personalized voice mail for the Digital Pagers will be available on a twenty-four (24) hour per day basis, seven (7) days a week, and include all holidays. Voice mail will have a thirty (30) second message capability per call and will also retain messages for up to seventy-two (72) hours.

800 Services (Optional): The Department Manager shall make the determination which pagers will be granted the optional 800 services. The 800 services shall have the Statewide capability.

Malfunction of Pager: When a pager malfunction occurs the Contractor will be notified by the Project Manager or the Point of Contact referenced within each Letter of Authorization. The Contractor will replace the pager, at no additional cost to the Department, as soon as possible, but no later than twenty-four (24) hours after notification.

Deliveries: Upon receipt of a Letter of Authorization, the Contractor will prepare and furnish a Delivery Slip for the pagers being delivered. This Delivery Slip (composed of an original and two copies) will reflect the Letter of Authorization Number from which the Delivery Slip is being authorized, pager identification number, cap code and phone number of all pagers being delivered. The Project Manager will sign this Delivery Slip or the contact person acknowledged within the Letter of Authorization. The Project Manager will retain the original signed Delivery Slip.

The Contractor will deliver pagers at the locations indicated within each Letter of Authorization at no additional cost to the Department.

DEPARTMENT RESPONSIBILITY: The Project Manager will authorize Airtime Services, in writing, by issuance of a Letter of Authorization. Letter of Authorization shall reference the location, contact person (if any) type of services required, type of pager, and the required number of pagers. Cost for Airtime Services required shall be in accordance with those referenced within the Bid. Within twenty-four (24) hours of receipt, the Contractor will deliver the proper number of pagers to the requested location and contact person specified within the Letter of Authorization. Charges for the pager services will begin upon acceptance by the Department's project Manager or contact person.

In the event a pager should be lost or stolen, while assigned to Department personnel, the Contractor shall be entitled to the Replacement Cost referenced within the Bid.

LENGTH OF SERVICES: This service agreement will be for original term of thirty-six (36) months with three renewal options of one (1) year periods. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

EXHIBIT "B"
METHOD OF COMPENSATION
PAGER AIRTIME SERVICES

PURPOSE: This exhibit defines the limits and method of compensation to be made to the Contractor for the services set forth in Exhibit "A" and the method by which payments will be made.

ASSIGNMENT OF WORK: The Department will request Contractor services on an as-needed basis. Services to be provided for each unit will be initiated and completed as directed by the Project Manager. A purchase order will be issued each time services are required. **NOTE:** The following wording shall be included on the purchase order issued: "In accordance with Bid Number 001-03." All work shall be completed within the term of this Agreement.

COMPENSATION: This is a Indefinite Quantity Contract whereby the Contractor agree to furnish pager services during a prescribed period of time on an as-needed basis. Neither minimum or maximum amount of service is guaranteed to the Contractor.

The Contractor's bid price shall be the sole compensation for satisfactory performance of the services required. Contractor's bid price shall include any and all application taxes, charges, or surcharges (i.e., Gross Receipt Tax, Management Fees, etc.) associated with these services.

The Department will only authorize services on need and availability of budget. There is no estimated budgetary ceiling.

DETAILS OF COSTS AND FEES: Details of the Unit Rates for the performance of the Contractor's services set forth in Exhibit "A" are contained in the Bid, attached hereto and made part hereof.

TANGIBLE PERSONAL PROPERTY: This contract does not involve the purchase of Tangible Personal Property, as defined in Section 273.02, Florida Statute.

MINIMUM PAGING SERVICES AND COVERAGE: The 1-800 statewide option shall be activated through a PIN or direct dial access number. Contractor shall as part of the monthly service, provide an unlimited number of pages for each pager leased under this specification. Bidders shall submit with their bid, published paging coverage map(s) delineating local and statewide areas serviced. Statewide service shall be defined as a radio pager that must be capable of receiving a page at any location in the state.

MINIMUM EQUIPMENT REQUIREMENTS: The approved pager to be leased under this contract is a Motorola model or equivalent that can provide the features required. When bidding alternate equipment, **Technical Documentation is required** to be submitted with the bid. The following is required for alternate equipment to be considered.

- 1) Solid State receiver.
- 2) Internal antenna.
- 3) The paging receiver shall be equipped with a tone producing device and/or loudspeaker and a silent vibrating alert function that is switchable to use either or both, all housed in a weather-resistant configuration.
- 4) Automatic reception of display message following tone signal.
- 5) A manual or automatic reset control to enable reset following reception of display message.
- 6) The paging receiver shall warn (visually or audibly) the user when the battery voltage falls below the minimum operating level.

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested?

25+ years

Provide a written statement detailing your qualifications: Gray Florida Holdings, dba GrayLink Wireless dba PORTA-PHONE PAGING, was founded in 1974 and is one of the leading providers of wireless messaging in the Southeast. We have offices throughout Florida, Alabama, and Georgia. We are a licensed carrier with several frequencies to insure the best coverage for your needs. We operate profitably & have a strong financial track record. We are here to serve you now and in the future. Our parent company, Gray Communications, is a Fortune 500 company and is traded on the NYSE under the symbol GCS. Our D.E.B # is 01-726-6789. Now more than ever we encourage your research when making your final decisions. I'm sure you are aware that the past 2 years have seen Microcell, Arcx, Ucellink, TSB and most recently, Network Services, file for bankruptcy. We believe we have the financial stability and revenue resources to insure your service for years to come.

If selected, we will assign an account rep to work one on one with you to insure a smooth transition and handle any needs that may arise. We have local offices throughout the state and are available 24/7, 365 days per year! Furthermore, when you call us, you get a real person - not a voicemail system! Our strength is our customer service, and we welcome the opportunity to earn your business. We have extensive experience in providing service to the State of Florida and understand the critical nature of government business. We have been a state certified SNAPS II vendor (# 7251940-3) for several years and have many satisfied state agencies.

The unique qualification we have that sets us apart from other bidders is our proprietary agreements with all the major carriers. We not only own multiple frequencies throughout the southeast, but our system is integrated with every major system available, allowing us multiple, redundant coverages, from local to statewide, to national. What this means to you is the assurance that we will be able to provide you with the service you need throughout this transitional period in the communication industry, with the added benefit of never having to change your pager numbers again!

WORK REFERENCES

List the names of three references for which your business has provided similar services.

BUSINESS NAME	ADDRESS	CONTACT PERSON	PHONE NO.
1. Dept of Children & Families	(400+ units throughout state)	Sandy Nelson	850-488-0559
2. Dept of Environmental Protection	(500+ units throughout state)	Martha Fletcher	850-488-6711
3. Dept of Transportation	(300+ units through out state)	Ray Beymer	863-519-2629
4. Dept of Highway Safety	Tallahassee	Mary Jo Lewis	850-414-0501

BID SHEET

Pager AIR TIME Services as referenced within Exhibit "A", the original term of this contract is 36 months and the contract will have three (3) one (1) year renewals.

A. SERVICES	Estimated Quantity	Monthly Rate Per Pager	3 Year Price
Nationwide	25	x \$ <u>9.86</u>	x 36 months \$ <u>8874.00</u>
Digital Pagers	25	x \$ <u>4.77</u>	x 36 months \$ <u>4293.00</u>
Alpha Numeric Pagers	250	x \$ <u>6.77</u>	x 36 months \$ <u>60,930.00</u>
TOTAL COST FOR 36 MONTHS FOR SERVICES			\$ <u>74,097.00</u>

B. 800 SERVICES (OPTIONAL SERVICES):

Description	Estimated Quantity	Monthly Rate Per Pager	3 Year Price
800 Services	250	x \$ <u>∅</u>	x 36 months \$ <u>∅</u>
TOTAL COST FOR 36 MONTHS FOR 800 SERVICES			\$ <u>∅</u>

TOTAL COST FOR ORIGINAL 36 MONTH TERM (A+B) = \$ 74,097.00

REPLACEMENT COST FOR LOST PAGERS: Note replacement cost will not be a factor in Bid Award.

Description	Price
Nationwide	\$ <u>69.95</u> EACH
Digital Pagers	\$ <u>69.95</u> EACH
Alpha Numeric Pagers	\$ <u>139.95</u> EACH

NOTE: The quantities shown on the Bid, are estimates only. No guarantee or warranty is given or implied as the total amount that may or may not be purchased from the resulting Indefinite Quantity Agreement. These quantities are for evaluation purposes only to aid in determining the low bidder. This agency reserves the right to cancel this agreement and lease from the State Contract if it is in the best interests of the agency.

Sign below. Unsigned offers will not be considered.

Firm: GrayLink Wireless FS8 225-4140-007
 Authorized Signature: Jack Moody
 Title: General Manager

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:
FEDERAL EMPLOYER IDENTIFICATION NUMBER
(FEID): _____
VENDOR: _____
STREET ADDRESS OR P.O. BOX: _____
CITY, STATE, ZIP: _____
TELEPHONE NUMBER: _____

DELIVERY: DELIVERY WILL BE MADE WITHIN ___ DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT INQUIRY TO: (NAME, ADDRESS, AND TELEPHONE NUMBER OF INDIVIDUAL IN YOUR ORGANIZATION WHO MAY BE CONTACTED REGARDING CONTRACT WHICH MAY RESULT FROM THIS BID. THIS CONTRACT LIAISON INDIVIDUAL MUST RESPOND TO INQUIRIES WITHIN EIGHT (8) WORKING HOURS).

NAME AND TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

 JACK MURRAY - GM
VENDOR'S SIGNATURE

BID: 001-03
ITEM: LEASING AND AIRTIME
FOR PAGERS
DATE: AUGUST 6, 2002
TIME: 2:30 P.M.

CHECKLIST

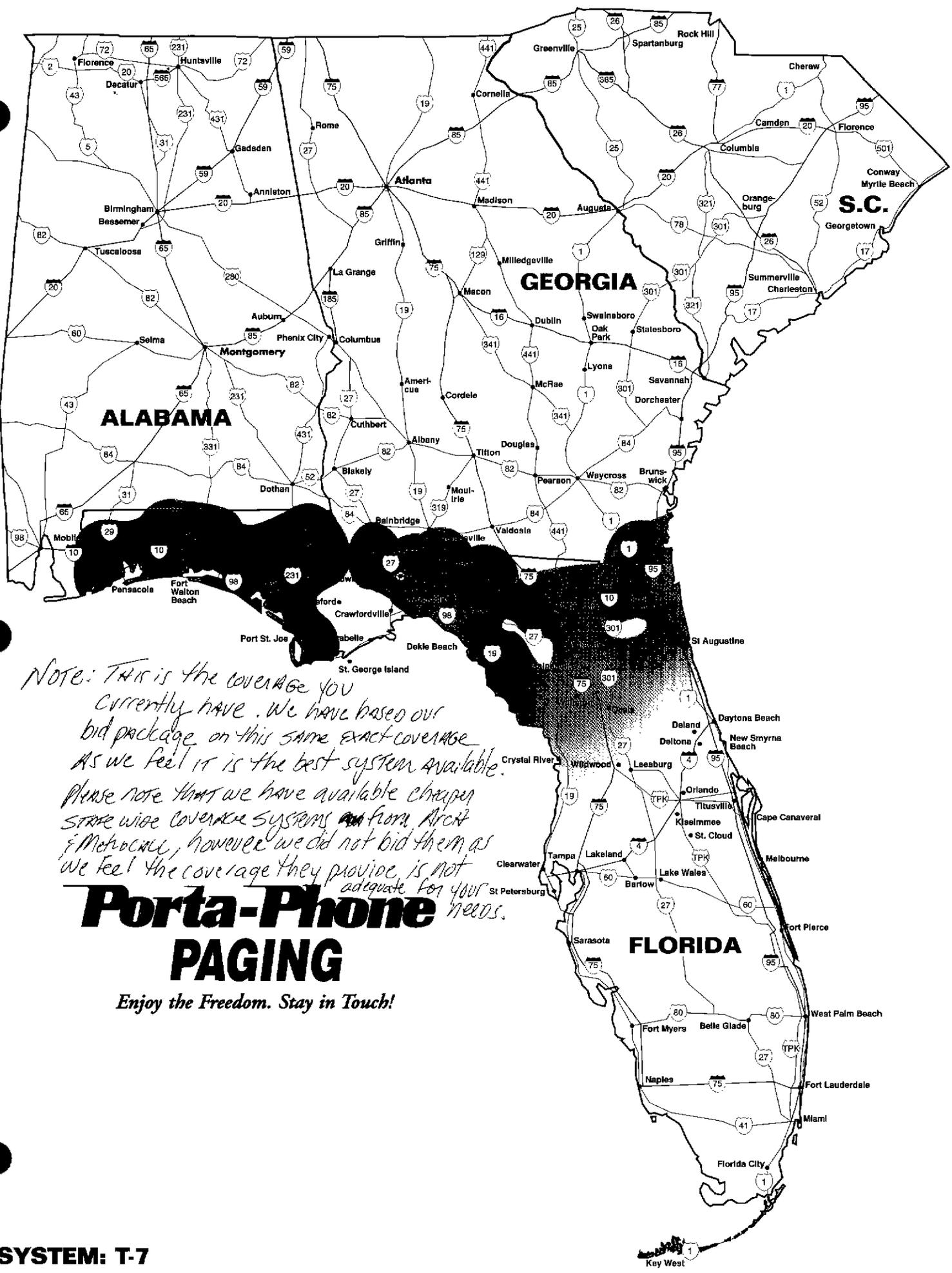
For your convenience, we offer the following checklist of items that must be returned by the bidding deadline.

1. Invitation to Bid/Bidder Acknowledgment, the PUR 7028 cover sheet, filled out and signed.
2. Page 17 of 17 of the invitation to bid, with your price, company name, signature and title.
3. Addendum acknowledgments, signed, if any addenda to this invitation to bid are issued.
4. Certification of Drug Free Workplace, if applicable.
5. Page 16 of 17 Qualifications Statement and Work References.

NOTE: Address your bid to the "Submit Bids To" address in the upper left hand corner of page one, and write the bid number, due date and time on the envelope, package or courier delivery document.

For a list of all current DHSMV bid/proposal solicitations visit our home page at <http://www.hsmv.state.fl.us/purchasing>.

Prepared by: Bruce Lynn
Title: General Services Specialist
Telephone: (850) 488-9135



Note: This is the coverage you currently have. We have based our bid package on this same exact coverage as we feel it is the best system available. Please note that we have available cheaper state wide coverage systems from Arch & Mohr, however we did not bid them as we feel the coverage they provide is not adequate for your needs.

Porta-Phone PAGING

Enjoy the Freedom. Stay in Touch!

SYSTEM: T-7



State of Florida
DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON
Executive Director

July 30, 2002

JEB BUSH
Governor
KATHERINE HARRIS
Secretary of State
BOB BUTTERWORTH
Attorney General
ROBERT F. MILLIGAN
Comptroller
TOM GALLAGHER
Treasurer and
Insurance Commissioner
CHARLES H. BRONSON
Commissioner of Agriculture
CHARLIE CRIST
Commissioner of Education

Addendum #1
Bid No. 001-03
Leasing and Airtime for Pagers
Due 2:30 P.M.
August 13, 2002

Dear Sir or Madam:

The subject Invitation to Bid is hereby amended as follows:

The opening time and date is 2:30 P.M., August 13, 2002

It will not be necessary to sign and return a copy of this Addendum #1.

All other terms and conditions remain unchanged.

Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Russ Rothman".

Russ Rothman, CPPO
Chief of Purchasing and Contracts

Enclosures
RR: bah



State of Florida
DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA 32399-0500

FRED O. DICKINSON
Executive Director

August 12, 2002

Addendum #2
ITB 001-03
Leasing and Airtime for Pagers
Due 2:30 P.M.
August 12, 2002

Dear Sir or Madam:

The due date for Bid 001-03 has been moved to 2:30 PM August 22, 2002. Please disregard any references to August 13, 2002 in Bid 001-03. All other terms and conditions remain unchanged.

It will not be necessary to sign and return a copy of this Addendum #2.

Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

Russ Rothman
Russ Rothman, CPPO
Chief of Purchasing and Contracts

Enclosures
RR:bml
cc: Fred Malfa



State of Florida
DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA 32399-0500

FRED O. DICKINSON
Executive Director

August 21, 2002

Addendum #3
Bid No. 001-03
Leasing and Airtime for Pagers
Due 2:30 P.M.
September 3, 2002

Dear Sir or Madam:

The subject Invitation to Bid is hereby amended as follows:

Remove page 17 of 17 and replace it with the revised page marked (Revised 08/21/2002).

The opening time and date is 2:30 P.M., September 3, 2002.

It will not be necessary to sign and return a copy of this Addendum #3.

All other terms and conditions remain unchanged.

Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Russ Rothman".

Russ Rothman, CPPO
Chief of Purchasing and Contracts

Enclosures
RR: bah