STATE OF FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

BID LIST REGISTRATION

09/22/2008

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

Solicitation No.	**ITN 003-09**
Number of Addenda as of above date:	**None**
Item(s) of Bid	**REAL ID Public Information Campaign**
Commodity Code	**973-040, 973-520**
Date and Time Due	**10/10/2008, 2:30 PM EST**

The solicitation documents you received are subject to change. To receive electronic notices of addenda to this solicitation, please fill in the information below and send to the Procurement Officer identified in section 2.3 of this solicitation or fax to the Bureau of Purchasing & Contracts at (850) 617-5115, or mail to:

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

It is important that proposers monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the proposer's responsibility to be aware of any changes posted to the VBS. REGISTRATION WITH THE DEPARTMENT FOR THIS SOLICITATION IS NOT A REQUIREMENT TO SUBMIT A PROPOSAL.

Company Name: _____

Address: _____

City, State & Zip: _____

Email: _____

Telephone: ( ) _____

Fax No.: ( ) _____

Signed: _____ Date: _____

For further information on this process, you may telephone (850) 617-3203.

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

(Revised 05/06/2008)

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SOLICITATION INTRODUCTION

The 10 Most Critical Things to Keep in Mind When Responding to a Solicitation for the Florida Department of Highway Safety and Motor Vehicles

1. **Read the *entire* document.** Note critical items such as: mandatory requirements; bond(s) requirements (proposal, performance and/or damages) sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. **Note the Procurement Officer's name, address, phone numbers 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.

3. **Attend the pre-proposal conference**. (If applicable)

4. **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. All addenda issued for a Solicitation are posted on the Vendor Bid System's website (**http://vbs.dms.state.fl.us/vbs/search.criteria_form**) and will include all questions asked and answered concerning the Solicitation.

5. **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.

6. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.

7. **Use the forms provided**, i.e., Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms (Section 10.0), Certificate of Drug Free Workplace (Attachment I), Savings / Discount / Price Reduction (Attachment II), etc.

8. **Check the Vendor Bid System website for Solicitation addenda.** Before submitting your response, check the Vendor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.

9. **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.

10. **Submit your response on time.** Note all 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 proposal responses are ***never*** accepted.

1.0 GENERAL CONDITIONS

1.1 STATE OF FLORIDA PUR 1000: Note: State of Florida PUR 1000, General Contract Conditions is hereby incorporated by reference to this solicitation and any ensuing contract. If conflicting terms between PUR 1000 and this solicitation should result, the terms and conditions contained within this solicitation shall control.

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34.Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

1.2 STATE OF FLORIDA PUR 1001: Note: State of Florida PUR 1001, General Instructions to Respondents, is hereby incorporated by reference to this solicitation and any ensuing contract. If conflicting terms between PUR 1001 and this solicitation should result, the terms and conditions contained within this solicitation shall control.

State of Florida
PUR 1001
General Instructions to Respondents

Contents

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21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
(d) "Response" means the material submitted by the respondent in answering the solicitation.
(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

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

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://vbs.dms.state.fl.us/vbs/search.criteria_form If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.0 PURPOSE AND GENERAL INFORMATION

2.1 PURPOSE: The Department of Highway Safety and Motor Vehicles, hereinafter called the Department, requests written proposals be submitted to obtain offers from qualified marketing companies for the services of planning, developing, and conducting a statewide public relations campaign in support of the "REAL ID Public Information" media campaign. The company that is awarded this contract is required to unveil and promote the campaign theme of "Get REAL" through coordinated press events and supporting media efforts.

2.2 GLOSSARY: See attached PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1 for further definitions.

Contractor: The proposer who is awarded a contract by the Department as a result of this solicitation.

CSC: Customer Service Center

Day: A Calendar day.

DDL: Division of Driver Licenses

Department: Department of Highway Safety and Motor Vehicles

Direct Order: A Direct Order is a purchase order issued via the eProcurement system. See attached PUR Form 1000, paragraph 2.

Equipment Failure: A malfunction in equipment maintained by the contractor that delays or prevents the Department's productive use of said equipment for the purpose for which said equipment was installed.

ITN: Invitation to Negotiate

Machine(s): Equipment, components and/or their features, model conversions, equipment elements and accessories submitted by the contractor in response to this solicitation.

Number of Verbs or Nouns: Throughout this solicitation, the singular may be read as the plural and the plural as the singular.

Packing: Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. All containers and packing shall become and remain Department property.

Proposer: Any firm or person who submits a proposal to the Department in response to this solicitation.

Proposal: All information and materials submitted by a proposer in response to this solicitation.

REAL ID: See Section 4.1.

SQSO: Statement of Qualifications and Services Offered. This ITN includes a two-stage process of contractor selection (see Section 6).

State: State shall be synonymous with the Department of Highway Safety and Motor Vehicles.

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.

USCIS: United States Citizenship and Immigration Services

Vendor: Any firm or person who submits a proposal to the Department in response to this solicitation.

2.3 PROCUREMENT OFFICER: The Procurement Officer, acting on the behalf of the Department, is the sole point of contact outside of official conferences and meetings with the agency's team, with regard to all procurement matters relating to this solicitation, from the date of release of the solicitation until the Department's Notice of Intended Award or Decision is posted. All questions and requests for clarification outside the above referenced meetings are to be directed to:

Greg Bickford, Procurement Officer
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway, Room B 412, Mail Station 31
Tallahassee, FL 32399-0524
Telephone: (850) 617-3203
Fax: (850) 617-5115
Email: gregbickford@flhsmv.gov

Florida Statute Section 287.057(26) 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 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.

Any questions arising from this solicitation must be forwarded, in writing, to the Procurement Officer identified above. The Department's written response to those inquires will be posted on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form and on the Department's web site at http://www.flhsmv.gov/purchasing/html/bid_log.html under the above referenced solicitation number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

2.4 CONTRACT MANAGER: The Department's employee identified below is designated as Contract Manager and shall act on the Department's behalf for the ongoing administration of contractual matters after the Notice of Agency Decision has been posted, the contract is executed, and/or the direct order is issued.

Alan Busenbark, Contract Manager
Division of Driver Licenses
Department of Highway Safety & Motor Vehicles
2900 Apalachee Parkway, Room C 308, Mail Station 84
Telephone: (850) 617-2648
Email: alanbusenbark@flhsmv.gov

2.5 MANDATORY REQUIREMENTS: The Department has established certain mandatory requirements which must be included as part of any proposal. The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

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

Exception: This is a negotiation process. The DHSMV reserves the right to accept alternative means of accomplishing mandatory requirements, with reasonable assurance of satisfactory results, without addendum to this ITN. Such alternative(s) should be clearly identified by the Respondent firm in its proposal. The evaluation criteria set forth herein, and their relative weights, are also subject to modification in the negotiation process.

2.6 NON – RESPONSIVE PROPOSALS, NON – RESPONSIBLE RESPONDENTS: Proposals which do not meet all requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non – responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the Department. Proposers whose proposals, 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 proposals meets the material requirements of the solicitation, and which proposers are responsible. See also Section 2.5, "Exception".

Proposals containing terms and conditions conflicting with those contained in this solicitation shall be rejected.

Solicitations will be considered only from respondents who are regularly engaged in the subject service/products business, are financially responsible and who have the necessary equipment and personnel to provide the services and goods required by the solicitation.

Responsible or qualified proposer means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a proposal requiring information may be cause for such proposal to be rejected.

2.7 COSTS OF DEVELOPING AND SUBMITTING PROPOSAL, OWNERSHIP: Neither the Department nor the State is liable for any of the costs incurred by proposers in preparing and submitting a proposal. All proposals become the property of the Department upon receipt and will not be returned to the proposer once opened. The Department shall have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the proposal will not affect this right.

2.8 AUTHORIZED REPRESENTATIVE: A representative who is authorized to contractually bind the proposer shall sign the proposal and any addenda. Only written inquires from proposers, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the proposer. See attached Form PUR 1001, paragraph 5.

2.9 ADDENDA: Any and all addenda to this solicitation will be issued in writing and posted on the Florida Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/search.criteria_form , and on the Department's web site at http://www.flhsmv.gov/purchasing/html/bid_log.html. Proposers may be required to acknowledge receipt of addenda in writing.

Any addenda or written answers supplied by the Department Procurement Officer to participating proposer's written questions become part of this solicitation.

2.10 EMPLOYMENT OF UNAUTHORIZED ALIENS: The Department shall consider the employment by any proposer of unauthorized aliens a violation of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract.

2.11 DRUG FREE WORKPLACE PROGRAM: The proposer agrees to implement a drug free workplace program as defined in 287.087, Florida Statutes.

2.12 PUBLIC ACCESS TO DOCUMENTS: This contract may be unilaterally canceled by the Department for refusal by the proposer to allow public access to all documents, papers, letters, or other material made or received by the proposer in conjunction with this contract, unless the records are exempt from Section 24(A) of Article 1 of the State constitution and Section 119.07(1), Florida Statutes.

2.13 PUBLIC ENTITY CRIMES: See attached Form PUR 1001, Paragraph 7.

2.14 DIVERSITY: This contract shall be interpreted with diversity in mind to unite Floridians behind a shared vision of opportunity and diversity in state contracting without discriminating against one racial group or another.

2.15 DISCRIMINATION: See attached Form PUR 1001, Paragraph 8.

2.16 TAXES: See attached Form PUR 1000, Paragraph 16. The Department shall have no responsibility for the payment of taxes which become payable by the contractor or its subcontractor in performance of the contract.

2.17 EXTRANEOUS TERMS AND CONDITIONS: See attached Form PUR 1000, and PUR 1001, Paragraph 4.

2.18 CANCELLATION: This contract shall be subject to cancellation by DHSMV should DHSMV determine that either one of the following events has occurred:

1. The contractor has failed to comply with the terms and conditions contained herein, or

2. The contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

2.19 TERMINATION FOR CAUSE: The Department reserves the right to terminate the contract by providing written notice to the contractor(s) in accordance with the attached Form PUR 1000, Paragraph 23.

2.20 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.

2.21 TERMINATION IN THE BEST INTERESTS OF THE STATE: See Form PUR 1000, Paragraph 22.

2.22 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION: After receipt of notice of termination, and except as otherwise specified by the Department, the contractor(s) shall:

a. Stop work under this contract on the date, and to the extent specified, in the notice.

b. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated.

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(s) and in the Department has or may acquire an interest.

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, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall 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 shall assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.

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, except as otherwise provided in this solicitation.

2.23 DELIVERY: All prices shall be freight on board (FOB) destination in accordance with 672.319(1)(b), Florida Statutes. The Department will not pay freight charges. Installation and/or delivery dates and destinations may be changed by mutual consent of the contractor and the Department. Such mutual consent must be in writing and signed by the contractor and the Department.

2.24 CONTRACTUAL SUBMISSIONS: A proposer's final response to this solicitation shall be considered as the proposer's formal offer. There will be no separate contract other than the purchase order.

2.25 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.

2.26 DISCUSSIONS: Prior to the Department determining whether proposals have been submitted in accordance with the requirements of this solicitation, any discussion by the proposer with an employee or authorized representative of the State involving cost information will result in rejection of said proposer's response.

No negotiations, decisions, or actions shall be initiated or executed by a proposer as a result of any discussion with any state employee. Only those communications which are in writing from the Bureau of Purchasing and Contracts may be considered as a duly authorized expression on behalf of the Department. Any inquiries from proposers shall be submitted in writing as required in Section 2.3 or in accordance with the attached PUR 1001, Paragraph 5.

2.27 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.

2.28 ASSIGNMENT OF THE CONTRACT: See attached Form PUR 1000, Paragraph 29. The contract is not assignable except with prior written approval of the Department.

2.29 BENEFIT: The contract is for the benefit of the Department and the contractor and not for the benefit of any third party or person.

2.30 INTENTIONS: It is the intent of the Department to acquire a complete working system. Any incidental items omitted from these specifications shall be provided as part of the proposer's price proposal in order to deliver a working system and be in compliance with the specifications and requirements of this solicitation.

2.31 MINOR BID EXCEPTIONS: This Department reserves the right to waive minor deviations or exceptions in proposals providing such actions are in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the Department's interest and would not affect the outcome of the award by giving a proposer an advantage or benefit not enjoyed by other proposers.

2.32 SILENCE OF SPECIFICATIONS: The apparent silence of specifications set forth in the solicitation and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality is to be used. All interpretations of this solicitation shall be made upon the basis of this statement.

2.33 SMALL BUSINESS PARTICIPATION: In keeping with the One Florida Initiative, the Department encourages minority business participation in all its solicitations. Proposers are encouraged to contact the Office of Supplier Diversity (OSD) at (850) 487-0915 or visit its web address at: http://osd.dms.state.fl.us/ for information on becoming a certified minority or for names of existing certified minorities who may be available for subcontracting or supplier opportunities.

If you plan to hire subcontractors for work on this project which are registered with OSD we ask that you complete Attachment IV and return it with your proposal or as soon as possible after contract award.

2.34 CONTRACT: The subsequent contract and/or purchase order issued by the Department to the successful proposer shall incorporate this solicitation, addenda(s), contract(s), and/or direct order(s) to this solicitation and the proposer's proposal.

2.35 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 solicitation, contract and/or by rule or law, may be charged against the contractor.

2.36 PRIDE: Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) The State supports and encourages the use of Florida Correctional work programs. See attached Form PUR 1000, Paragraph 40. Suppliers will use PRIDE commodities/services where applicable.

2.37 RESPECT: The State Supports and encourages the gainful employment of citizens with disabilities. See attached Form PUR 1000, Paragraph 41. Suppliers will use RESPECT commodities/services where applicable.

2.38 ADDITIONS/UPGRADES/DELETIONS: During the term of the contract resulting from this solicitation, the Department shall have the right to add/delete services/products upon mutual written agreement of both parties. If a contractor has newer technology the Department may exercise the right to upgrade to that technology by way of an amendment agreeable to both parties. Quantities in commodity purchases may be modified within the limits of the Category thresholds set in 287.017 F.S.

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

2.40 ACCESSIBILITY FOR DISABLED PERSONS: If special accommodations are needed, please advise the Bureau of Purchasing and Contracts at (850) 617-3203 no later then five working days prior to the event.

2.41 SPECIFICATION EXCEPTIONS, OMISSIONS, OR ERRORS: Specifications are based on the most current literature available. Proposers shall notify the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, in writing, no less than ten (10) days prior to the bid opening, of any change, omission or error in the manufacturer's specifications which conflict with the solicitation specifications.

2.42 SITE RULES AND REGULATIONS: The proposer shall use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, shall comply with the rules and regulations applicable to that site.

2.43 LIABILITY: The contractor shall hold harmless the Department from any and all liability in damages arising out of covenants and agreements, it being specifically understood that it is an independent contractor to furnish said service upon its own credit and it is not an employee, agent, servant or representative of the Department.

2.44 SUBMISSION OF PROPOSAL: The proposal forms furnished must be submitted with your proposal. 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 proposal in accordance with the Calendar of Events (Section 3.1) to: Department of Highway Safety and Motor Vehicles, Bureau of Purchasing and Contracts, Neil Kirkman Building, 2900 Apalachee Parkway, Room B412, Mail Station 31, Tallahassee, Florida 32399-0524. Mark on the envelope/container in which your proposal is submitted: Proposal Title, Solicitation No. and time of proposal opening. Please note that an unlabeled proposal submission may be received late.

All proposers are advised to examine their response carefully. All prices and quantities shown on the final bid sheets submitted are firm and mistakes will be at the proposer's risk. Proposals received shall be evaluated by the Purchaser for compliance with the general and technical requirements contained herein.

Prices shall be net delivered to the location noted in this solicitation.

IMPORTANT: Mark on the envelope/container in which your bid is submitted: Bid No. 003-09 to be filed *(Date & Time in Calendar of Events, Section 3.1).*

2.45 PROPOSAL TENURE: All proposals are binding for one hundred eighty (180) days following the proposal opening date.

2.46 PROPOSER'S RESPONSIBILITY: All proposers are advised to examine their proposals carefully. Assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals that for any reason are not so delivered will not be considered. Offers by telegram, telephone, email, or facsimile are not acceptable. It is the responsibility of the proposer to understand and comply with all terms and conditions of this solicitation, any contract resulting from the proposal, and all Purchase Orders to the proposer referencing this solicitation.

Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to proposer at the proposer's expense for rebate or replacement. Since it is impossible for this Department to inspect all items on arrival, a reasonable opportunity must be allowed for inspection and returning of defective items to the proposer.

2.47 POSTING OF TABULATION: The Notice of Intended Award will be posted in accordance with the attached Form PUR 1001, Paragraphs 12 and 13.

2.48 RESPONSE CLARIFICATION: The Department reserves the right to contact any and all proposers for clarification of responses to this solicitation in accordance with the attached Form PUR 1001, Paragraph 15.

2.49 NOTICE OF SOLICITATION PROTEST BONDING REQUIREMENT: See the attached Form PUR 1001, Paragraph 20. 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.

2.50 LEGAL REQUIREMENTS: See attached Form PUR 1000, Paragraph 30. Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between proposer's submitting a proposal hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any proposer shall not constitute a cognizable defense against their effect.

2.51 APPLICABLE LAWS AND RULES: The contractor shall comply with all Federal and Florida State laws, regulations, and directives issued by any public health agency pertaining to the Workers Compensation Act and shall conduct said operation in a safe, efficient and sanitary manner. The contractor is responsible for complying with any applicable local, Florida, or national codes and/or ordinances. If applicable all necessary permits and licenses shall be the responsibility of the contractor.

2.52 SEVERABILITY: See attached Form PUR 1000, Paragraph 47.

2.53 FORCE MAJEURE: See attached Form PUR 1000, Paragraph 24.

2.54 MYFLORIDAMARKETPLACE TRANSACTION FEE: All payments shall be assessed a Transaction Fee of one percent (1.0%), which the contractor shall pay to the State. See attached Form PUR 1000, Paragraph 14.

2.55 REGISTRATION REQUIRED FOR FLORIDA VENDORS: Each proposer doing business with the State for the sale of commodities or contractual services as defined in Section 287.012., Florida Statutes shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), Florida Administrative Code. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 Florida Statutes with any proposer not registered in the MyFloridaMarketPlace system, unless exempted by rule. A proposer not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (http://www.myflorida.com). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

3.0 SPECIAL CONDITIONS

3.1 CALENDAR OF EVENTS: The following time schedule will be strictly adhered to in all actions relative to this solicitation, unless modified by the Department by addendum to this solicitation.

September 22, 2008	**Solicitation issued.**
September 29, 2008	**All questions** and/or proposed changes to the solicitation must be submitted in writing to the issuing officer by **5:00 PM** Eastern Time (may be submitted earlier.) See Section 2.26.
October 3, 2008	Responses to written inquires and proposed changes will be posted on the Florida Vendor Bid System, no later than **5:00 PM** Eastern Time at http://vbs.dms.state.fl.us/vbs/search.criteria_form
October 10, 2008	Respondents' "Statements of Qualifications and Services Offered" are due. Responses must be received as specified in Section 2.44 of this solicitation, no later than **2:30 PM** Eastern Time. Responses must be addressed to the Procurement Officer as specified in Section 2.3. All responses will be opened by Department employees starting at or after **2:30 PM** Eastern Time at the Neil Kirkman Building, Room B409, 2900 Apalachee Parkway, Tallahassee. The public may attend the opening but may not review any proposals submitted until they become public records in accordance with Section 119.07, Florida Statutes. The names of respondents and the names of firms submitting "no proposal" responses will be read aloud.
October 20, 2008	There will be a public meeting of the evaluation committee for the purpose of evaluating Statements of Qualifications and Services Offered at **10:00 AM** Eastern Time, at the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
October 21, 2008	The top three respondents selected for negotiations will be posted on the Florida Vendor Bid System, no later than **5:00 PM** Eastern Time at http://vbs.dms.state.fl.us/vbs/search.criteria_form
October 27 - 30, 2008	Presentations and Negotiations will be scheduled in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida.
November 10, 2008	Best and final offers to be submitted in writing as specified in Section 2.44 of this solicitation, no later than **2:30 PM** Eastern Time.
November 17, 2008	There will be a public meeting of the evaluation committee for the purpose of evaluating final offers at **10:00 AM** Eastern Time, at the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
November 18, 2008	Post notice of intended award, no later than **5:00 PM** Eastern Time.

3.2 TERM OF CONTRACT: Refer to attached Form PUR 1000, Paragraph 27. The contract shall be in effect upon issuance of a Direct Order. Term shall be as specified on the Direct Order issued pursuant to this contract. This is a two (2) year contract, unless terminated earlier by the Department under the terms provided herein, or if funding for the fiscal year 2009-10 is deleted or reduced due to budget reductions. If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than contractor, contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor. In the event this solicitation includes renewals, the requirements of Section 287.057, Florida Statutes, shall apply.

3.3 PROPOSAL BOND: Each respondent selected to participate in negotiations shall submit with their written offer a proposal bond in the form of a cashier's check or surety bond, payable to the State of Florida in the amount of five percent (5%) of the total cost for the project. A Certificate of Deposit from a federally chartered financial institution may be submitted for the proposal bond as an alternative to a bond or cashier's check provided that the Certificate of Deposit is payable to the Department of Highway Safety and Motor Vehicles without recourse or reserve. The proposal bond will be returned to the successful proposer after award and after submission of the performance bonds, to unsuccessful proposers after award. The Department will not consider alternative proposal and/or performance securities.

3.4 PROPOSER'S INQUIRIES: The respondent shall examine this solicitation to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the respondent may request, in writing, to the Procurement Officer identified in Section 2.3 that the specifications be changed. The respondent who requests changes to the Department's specifications must identify and describe the respondent's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this solicitation, and/or requests for changes to the solicitation must be received in writing by the Issuing Officer no later than the date and time specified in the Calendar of Events (Section 3.1). A respondent's failure to request changes by the date described above, shall be considered to constitute respondent's acceptance of Department's specifications. The Department shall determine what changes to the solicitation shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this solicitation, which shall be posted on the State's Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form in order that all respondents shall be given the opportunity of submitting proposals to the same specifications. Respondents submitting a proposal must submit by the Statement of Qualifications and Services Offered (SQSO) or best-and final-offer (BAFO) deadline, whichever follows any addendum, written acknowledgment of the addendum.

3.5 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the proposer, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Proposer agrees to take such steps as may be necessary to ensure that each sub-contractor of proposer will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of State. All persons furnished, used, retained, or hired or on behalf of proposer or such sub-contractor, and proposer shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

3.6 TECHNICAL DOCUMENTATION: All products bid must meet or exceed all conditions and specifications of the solicitation. When technical documentation is required by this solicitation, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the solicitation and to allow a technical evaluation of the product. Failure to provide the required technical documentation with the bid submittal shall make the proposal non-responsive, unless the Bureau of Purchasing and Contracts, in its sole discretion and in the best interest of the Department, determines the acceptability of the products offered through technical documentation available within the Department of Highway Safety and Motor Vehicles, as of the date and time of the bid opening.

Such authority of the Bureau of Purchasing and Contracts shall in no way relieve the proposer from the ultimate responsibility to submit the required technical documentation, nor shall any proposer assume that such documentation is otherwise available to the Bureau. The Department shall not be responsible for the accuracy of the technical documentation in its possession.

3.7 INVOICES: All invoices will be submitted in accordance with the attached Form PUR 1000, Paragraph 15. Invoices for services will reference a valid direct order number and be submitted to the Contract Manager specified in Section 2.4 of this solicitation. Invoices for commodities will reference a valid direct order number and be submitted to the Bureau of Accounting, DHSMV, Accounts Payable Section, Neil Kirkman Building, Room A414, MS-22 2900 Apalachee Parkway, Tallahassee, Florida 32399-0514

3.8 BID OPENING: Bids will be opened in Room B409, Neil Kirkman Building, at the date and time shown in the Calendar of Events (Section 3.1 of the solicitation).

3.9 STANDARD DELIVERABLE REVIEW REQUIREMENTS: Each contractor deliverable described in the project plan shall be reviewed by the Department and shall require formal approval from the Department prior to acceptance. The primary focus of the Department review will be to determine compliance with the agreed plan and content of the deliverable and with the terms of the contract. The contractor shall include at least three (3) work days in the project work plan per deliverable for Department staff to conduct a complete review and to document findings. Based on the review findings, the Department may grant approval, may reject, or may request that contractor revisions be made. Additional review periods may be required when revisions are requested or a deliverable is rejected. Each deliverable shall be complete within and of itself, and shall be consistent with any previous deliverables produced.

The Department reserves the right to require the contractor to revise deliverables previously approved or to reject current deliverables based on inconsistency among deliverables.

3.10 IMPLEMENTATION DATES: Implementation dates may be changed by mutual consent of the contractor and the Department. Such mutual consent must be in writing, signed by the contractor and the Department.

3.11 CONTRACTOR'S INSURANCE: See attached Form PUR 1000, Paragraph 35. The contractor shall not commence any work in connection with the contract until he has obtained all of the following types of insurance and such insurance has been approved by the purchaser, nor shall the contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

a. **WORKERS COMPENSATION INSURANCE:** The contractor shall take out and maintain during the life of this agreement, 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 the 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 Workman's Compensation statute, the contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected.

b. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The contractor shall take out and maintain during the life of this agreement Comprehensive General Liability and Comprehensive Automobile Liability insurance that will protect the proposer from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by the proposer or by anyone directly or indirectly employed by the proposer, and the amount of such insurance shall be the minimum limits as follows:

1. Contractor's Comprehensive General Liability Coverage, Bodily Injury & Property Damage: $100,000.00 Each Occurrence, Combined Single Limit.

2. Automobile Liability Coverage, Bodily Injury & Property Damage: $ 50,000.00 Each Occurrence, Combined Single Limit Insuring clause for both Bodily Injury & Property Damage shall be amended to provide coverage on an occurrence basis.

c. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The contractor shall require each of his subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy as specified above.

d. **LOSS DEDUCTIBLE CLAUSE:** The Department shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

4.0 SCOPE OF WORK

4.1 BACKGROUND: The REAL ID Act of 2005 is U.S. federal law, which imposes certain security, authentication and issuance standards for state driver's licenses (DL) and identification (ID) cards. These steps must be taken before the identity documents will be accepted for "official purposes" by the federal government. Currently, the Secretary of Homeland Security has defined "official purposes" as boarding commercially operated airline flights, entering federal buildings and nuclear power plants.

The Department is planning a statewide, two year media campaign from January 2009 to December of 2010 to promote REAL ID awareness. The campaign will support the dual purpose of promoting the positive benefits of REAL ID in addition to informing Floridians what they will need to bring before they can receive their first REAL ID compliant credential. The conspicuity theme is a newly developed concept, in which a new slogan and supporting graphics will be developed. For the purpose of this solicitation the theme will be referred to as “Get REAL.”

The Real ID Act establishes new national standards for state-issued driver licenses and identification cards by enacting the following:

- Minimum identification standards for use of and access to certain federal facilities.
- Establishes minimum standards for identification documents.
- Establishes minimum license and identification card issuance standards.
- Establishes which documents will satisfy lawful presence requirements for immigrants.
- Establishes minimum standards for capturing and storing of the applicant’s full legal name.
- Requires electronic verification of breeder documents used to establish identity and lawful presence in the United States.
- Enhances security and fraud prevention standards through improvements in card design.
- Sets minimum requirements for data retention and storage.
- Creates a means by which states can link databases and exchange information.
- Provides grants to States to assist in REAL ID implementation.

4.2 PROJECT INFORMATION: The purpose of this project is to provide information to the citizens of Florida about the following important facts regarding REAL ID:

- Florida will issue an 8 year license and ID card to US citizens or documented immigrants with the following exceptions:
    - Commercial Driver Licenses with a hazmat endorsement will remain at a four year term.
    - Drivers 80 and older will receive a license with a six year term.
    - Children 5 – 14 are limited to a four year term on ID cards.
- Florida will discontinue the Valid in Florida only license prior to January 1, 2010.
- Effective October 1, 2008, Florida will no longer issue the indefinite ID card for citizens 60 years and older.

- Citizens may only possess one REAL ID credential at a time, (DL or ID card); currently Florida law allows them to have both.

- Citizens are limited to one convenience renewal between office visits. This means every 16 years a customer must visit an office to have an updated photo taken before completing their renewal.

- Convenience renewals include the internet at www.GoRenew.com and mail-in renewal.

- Florida plans to begin issuing REAL ID complaint credentials on January 1, 2010.

- Customers must present documents, from the approved list, which establishes their identity and their lawful presence in the U.S.. A valid unexpired US passport or US birth certificate provide proof of both.

- US Citizens and those who are granted immigrant status need only present this documentation during the initial issuance of their REAL ID credential. Non-immigrants must present their identity and authorized length of stay documentation at each subsequent renewal and are not authorized to use any convenience renewal process.

- All identity and lawful presence documents must be electronically vetted with the agency that issued them. The mechanics of this are still under development. Examples include:

    - Verification of the birth certificate with the issuing state's vital statistics office.

    - Verification of the US passport with the Department of State.

    - Verification of the Social Security number with the Social Security Administration.

    - Verification of Alien documents with the U.S. Citizenship and Immigration Service.

    - Verification of out-of-state license with jurisdiction of issue.

- After January 1, 2010 all field offices will only issue REAL ID compliant credentials.

- A legacy license is any license issued before the department begins issuing REAL ID compliant credentials, January 1, 2010. These legacy credentials are authorized for official government purposes until:
    - December 1, 2014, if born after December 1, 1964.

    - December 1, 2017 if born on or before December 1, 1964.

- After January 1, 2010, legacy licenses and ID cards can be obtained, if eligible, through one of the convenience renewal processes (internet, mail-in). If a customer does not have a convenience renewal option remaining, they must obtain a REAL ID complaint DL/ID at their local office. This is true even if they have not exceeded the applicable 2014 or 2017 compliance dates.

5.0 PROJECT DELIVERABLES

5.1 PROJECT GOAL: The Department is interested in the submission of suggested services and proposed marketing project plans to best meet the objectives of this project. Proposers should explain how they will reach the wide age, race and economic diversity of the target audiences. Proposers should explain their philosophy on achieving the greatest value and effectiveness while remaining within the Departments budget of $200,000.00 per year. The plan must identify how the message will effectively reach each of the diverse target audiences.

5.2 DESIGNATED PERSONNEL: Contractor shall designate a Project Manager to handle coordination of all communication between DHSMV Contract Manager, contractor and stakeholders. This individual must have an in-depth working knowledge of the project. Please provide a resume for the Project Manager, which will be scored during the scoring of the Statement of Qualifications and Services Offered (SQSO). Resume should include past work experience with emphasis on marketing and public information campaigns.

5.3 OWNERSHIP OF MATERIALS: Any script, graphic, video animation, audio recording or other artwork created as a result of the campaign becomes the property of the DHSMV. Upon completion of the project all artwork must be delivered to the Contract Manager prior to final payment.

5.4 MARKETING AND PUBLIC RELATIONS PLAN: Provide the Department with a marketing and public relations plan for the REAL ID media campaign. Plan must include strategy, budget and timeline for media placement/buying and production. The plan can include, but is not limited to, production, broadcast advertising on TV, radio, print, outdoor, web, direct mail, public relations, sponsorships, special events, promotional items and new or non-traditional media.

The Department encourages the use of creative and innovative ideas that reach the largest markets most economically. The Department is open to suggestions related to changing the REAL ID tags, slogans and phrases presented in this ITN. Tags, slogans and phrases such as “Get REAL” are used in this ITN as examples.

Proposals must include the following marketing and public relations information:

- Provide an adequate staffing plan for this project. Provide a resume of past experiences for each of the staff members, focusing on their involvement in projects of a similar nature.
- Describe your ability to initiate services immediately upon execution of the contract with the Department.
- Provide a marketing and public relations plan for the REAL ID media campaign.
- Describe your experience in marketing and advertising. Proposals must include past experience information on similar campaigns conducted for other governmental programs. Provide data on the demographics of those campaign(s) and the size/composition of their target audience.
- Plan must include strategy, budget and timeline for media placement/buying and production. The plan can include, but is not limited to:
    - Production
    - Broadcast advertising on TV, radio, print, outdoor, web
    - Direct mail
    - Public relations
    - Sponsorships
    - Special events
    - Promotional items
    - New or nontraditional media

- Provide the Department with a sample public relations plan including strategy, budget, and timeline.
- Plan must include activities offerer is responsible for as listed in Section 5.5.
- Provide, in narrative format, relevant public relations experience with a budget similar to this ITN.
- Include any relevant experience in marketing, advertising and public relations services that target Spanish and Creole media.
- Plans that include use of the internet must be up to date and created with "Web 2.0" functionality, design and creativity. Web 2.0 as defined and described on http://en.wikipedia.org/wiki/Web_2.0
- Develop and deliver campaign packets designed to share with the Departments public and private partners for distribution among their constituents.

5.5 CAMPAIGN ACTIVITIES: Campaign activities may include but are not limited to:

- Development of campaign slogan
- Press releases
- Press conferences or events
- Press kit development and printing
- Kickoff promotion/event for launch of media campaign
- Provide additional venues for sponsorship or exposure
- Community event creation, planning and sponsorship
- Seek opportunities for collaborations with other private and public sector partners
- Seek additional venues for distribution of DHSMV approved materials and messages
- Draft and distribute articles
- Seek television and radio coverage
- Promotional items development, printing costs and distribution as needed at special events

5.6 CAMPAIGN OBJECTIVES:

Campaign must be dual-purpose

Group 1: Objective - Educate Florida's citizenry who have their identity documents readily available. Example: These may include Native-born and immigrants with existing USCIS accounts. Some in this group will need to request documents, like their birth certificate, from Vital Statistics before securing a REAL ID credential. The proposal should include an education element for obtaining these types of documents well in advance of January 1, 2010.

Group 2: Objective - Educate those not holding Florida licenses but planning to obtain them AND those immigrants that may have difficulty obtaining required documents. The educational piece for this group is subject to modification, should DHS initiate a rule change during the project period. The vendor must be flexible to these message adjustments should they occur. Additionally they must provide updates to the current message to bring them in line with the new guidance.

Immediately: Continue to update and maintain REAL ID web page. The Internet *must* continue to be the primary source of information, simply because of the amount and complexity of REAL ID rules.

The approach below is provided as a possible solution for the media campaign, but is offered strictly as a suggestion. The Department is interested in other possible solutions and asks that the each Contractor develop their own unique plan that meets the goal of the campaign.

a. First Quarter 2009

Groups 1 & 2: Begin including REAL ID Act notices with written correspondence from the Department. Notification can be as simple as a direction to Department's website, or contain more details.

Interactive internet webpage: Model Department's REAL ID webpage to make it more interactive. Pull ideas from Department of Emergency Management's "Get a Plan" website at: http://www.floridadisaster.org/family/ . Draft a simple question/response format that walks the customer through a series of questions that, based on their response, will generate helpful suggestions on what to do next.

Group 2: Spanish version of REAL ID Act webpage should be enhanced. Page must be one-click and instantly recognizable. If funds are available, dedicated web site (with own URL).

b. Second Quarter 2009

Groups 1 & 2 "Have you heard about REAL ID?" should be added to online survey. Follow-up questions such as "How have you been informed about REAL ID?" should be added as well.

Concurrent with survey: REAL ID ACT message should be added to telephone "hold" messages from Executive Director. Message can be as simple as: "Florida is complying with the federal REAL ID ACT. To find out how this law affects you, visit www.flhsmv.gov"

Group 2: Radio advertisements in Miami-Ft. Lauderdale radio market. Radio is most effective medium and the market has a large amount of immigrants and non-immigrants.

c. Third Quarter 2009

Groups 1 & 2
Increase visibility of REAL ID Act. Model: Move-Over Law publicity and Department of Emergency Management's "Get a Plan". Press conferences. By this time, private media should be interested. Executive Director, Director of Driver Licenses and Communications Director should be available for interviews.

Group 2
Continue advertisements in Spanish and Creole-language media.

d. Fourth Quarter 2009

Groups 1 & 2
Campaign idea: "Is it REAL?" or "Get REAL" Print advertisements with details
(For example, those within the 18-month window *may* want to wait until after January 1, 2010 to renew in order to receive the REAL ID compliant license.

e. First Quarter 2010

Groups 1 & 2
All correspondence from the Department should mention REAL ID. Additional signs should be purchased for placement in DL offices. We expect statewide media will cover the "roll-out" of REAL ID compliant licenses. While the Department will still have to maintain an elevated awareness campaign, the interest from commercial media outlets will ease the distribution of our REAL ID message.

f. Second thru Fourth Quarter 2010

All services and/or activities will be evaluated and further campaign initiatives will be determined.

5.7 ADDITIONAL CAMPAIGN SUGGESTIONS: Additional campaign and/or marketing ideas or suggestions which may be of interest to the Department. Suggestions may include possible Department driven marketing ideas and/or plans which are low cost or no cost. Possible solutions should involve interactions with other departmental stakeholders, such as the local County Tax Collectors, the American Automobile Association (AAA), travel agents, chambers of commerce, public schools and universities.

5.8 PAYMENT: Include a proposed payment schedule which is directly linked to the advertising products and/or campaign materials submitted or completed. The Department is not authorized to make payments in advance or directly pay air time for media or television. All payments must be made in arrears.

6.0 INSTRUCTIONS FOR PREPARING STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED

6.1 TWO STAGE PROCESS: This solicitation includes a two-stage process of contractor selection. In the first stage, each interested contractor is to submit a "Statement of Qualifications and Services Offered," (SQSO) by the date and time set forth in the Calendar of Events. Following the negotiation process, respondents will submit firm, final written offers (Best and Final Offers, or BAFO's) by the date and time set forth in the Calendar of Events.

6.2 LABELING: The face of the envelope or other container containing the SQSO shall be labeled as specified in Section 2.44 of this solicitation

6.3 COPIES OF PROPOSALS: Respondents shall deliver an original and five copies of the Statement of Qualifications and Services Offered, and a CD with an electronic copy (must be in Microsoft Word or Adobe PDF) to the Department as specified in the Calendar of Events (Section 3.1) of this solicitation.

6.4 DOCUMENT DELIVERY: It is the Respondent's responsibility to ensure that its SQSO is delivered by the proper time at the office identified in the Calendar of Events (Section 3.1) of this solicitation. SQSO's, which for any reason are not timely received, will not be considered. Late SQSO's will be declared non-responsive, and will not be scored. Unsealed and/or unsigned SQSO's by telegram, telephone, email, or facsimile transmission or other means are not acceptable, and will be declared non-responsive, and will not be scored.

6.5 INSPECTION OR EXAMINATION OF SQSO's: SQSO's are not public records subject to the provisions of Section 119.07(1), Florida Statutes until such time as the Department provides notice of a decision pursuant to Section 120.57(3)(a), Florida Statutes, or until 10 days after opening, whichever is earlier.

6.6 WITHDRAWAL OF SQSO: Withdrawal of SQSO's may be requested within 72 hours (excluding State holidays, Saturdays, and Sundays) after the opening time and date. Requests received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error.

6.7 EXECUTION OF SQSO: Each SQSO must contain the company name and F.E.I.D. or social security number and the original signature of an authorized representative of the Respondent. Each SQSO must be typed. Each SQSO should be submitted with Respondent's name and page number on each page.

6.8 SQSO FORMAT: The objective of the SQSO is to demonstrate the proposing firm's ability to successfully deliver the commodities and services requested. In order to assist the Department in reviewing SQSO's, each SQSO shall be prepared utilizing the following format and headings:

6.8.1 TRANSMITTAL LETTER: Identify the SQSO as **"SQSO to the State of Florida Department of Highway Safety and Motor Vehicles, for ITN 003-09 - REAL ID Public Information Campaign"**. Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the SQSO. The letter must clearly indicate that the person signing the SQSO is authorized to bind the respondent. The letter must identify any and all joint proposing firms and/or subcontractors.

6.8.2 INVITATION TO NEGOTIATE COVER SHEET: The cover sheet issued with this ITN must be properly completed and signed by the authorized representative of the responding firm.

6.8.3 EXECUTIVE SUMMARY Include a description of the scope of services to be provided by the contractor. Include a statement describing how contractor resources and experience will support this project, including access to back-up staff if needed. The contractor shall clearly specify its competitive advantage and its proposed ability to meet the terms, conditions, and requirements as defined in this solicitation.

6.8.4 PROJECT ORGANIZATION AND PLAN: Provide the following information:

a. Provide an organizational chart for the project. The chart shall identify all project team members by name and their responsibilities. This section shall also include a resume, not to exceed one page in length, of all professional staff assigned to the project. Resumes should include name, education and related experience.

b. Submit a work plan that describes your approach to accomplish the goals as detailed in Section 5.0 "Project Deliverables" while incorporating the facts listed in Sections 4.1 and 4.2. Define phases, milestones, activities, tasks, task duration, deliverables, and task dependencies. Any requirements for implementation for Department personnel shall be clearly stated in the project plan.

6.8.5 CUSTOMER REFERENCES: The Department is interested in the contractor's performance and responsibility in projects such as this campaign. Include two references of successful campaigns with services comparable to those proposed for this campaign. Respondent must use Attachment V and provide customer's name, point of contact, telephone number, contract beginning and ending dates, and an explanation as to the relevance or similarity to this project. Adverse or unverifiable reference may cause the proposal to be rejected by the Department.

6.8.6 CAMPAIGN REQUIREMENTS: Respondent must address all subsections listed under Sections 4 and 5. Respondent must label each subsection in Sections 4 and 5 of the proposal with the name and number of the corresponding section and address each requirement in that section.

6.8.7 CAMPAIGN ENHANCEMENTS: Respondent must explain how, after evaluation of the first year response by the public, you will address plans for enhancing the campaign during the balance of the contract term.

6.8.8 PROJECT SAMPLES: Provide samples of each of the following which demonstrate your firms ability to create appropriate campaign materials:

- Past project graphics and artwork
- Media plans
- Media/press releases
- Internet postings or other relevant media campaign samples

7.0 EVALUATION OF SQSO

7.1 STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED: (Maximum 100 points) The Department will appoint an Evaluation Committee. The committee shall complete the evaluation of all valid SQSO's, in accordance with the criteria set forth in this section. The top three highest scoring SQSO's will move to Presentations, Negotiations and Best and Final Offer (BAFO) portion of this ITN.

7.2 EXECUTIVE SUMMARY: (0 points, pass/fail, refer to 6.8.3)

7.3 PROJECT ORGANIZATION AND PLAN: (maximum 30 points, refer to 6.8.4)

1. Organizational Chart (maximum 10 points, refer to 6.8.4.a)
2. Project Manager Resume (maximum 5 points, refer to 5.2)
3. Work Plan (maximum 15 points, refer to 6.8.4.b)

7.4 CUSTOMER REFERENCES: (maximum 10 points, refer to 6.8.5)

7.5 CAMPAIGN REQUIREMENTS: (maximum 20 points, refer to 6.8.6)

1. Campaign Activities (maximum 10 Points)
2. Campaign Purpose (maximum 10 Points)

7.6 CAMPAIGN ENHANCEMENTS: (maximum 20 points, refer to 6.8.7)

7.7 PROJECT SAMPLES: (maximum 20 points, refer to 6.8.8)

7.8 CRITERIA FOR SCORING SQSO SECTIONS:

Excellent response: 90 to 100% of the maximum score.
Good response: 80 to 89% of the maximum score.
Fair response: 70 to 79% of the maximum score.
Poor response: 0 to 69% of the maximum score.

Rounding will be to the nearest tenth of a point.

In determining whether a response is excellent, good, fair or poor a reviewer may use a combination of an "absolute" approach and a "comparative" approach. Example: If two firms are competing on the basis of relevant experience, and one has 15 years experience while the other has 16, the reviewer may score both as excellent, with the same number of points, because 15 or 16 years is "absolutely" excellent. However, the reviewer might feel that 8 years versus 16 years represents a 90% "excellent" versus a 100% "excellent."

NOTE: In any "Pass/Fail" section a failing score will result in the proposal being non-responsive as per Section 2.6 of this solicitation.

8.0 INSTRUCTIONS FOR PREPARING BEST AND FINAL OFFER PROPOSALS

8.1 SUBMISSION: Respondents selected by the Evaluation Committee, to participate in negotiations, will submit complete initial technical and price proposals no later than the dates specified in the Calendar of Events. Following the negotiation process, respondents will submit firm, final written offers. Both the initial and final, firm written offers will follow this format. Respondents will use Microsoft Word to track changes made to original and subsequent technical proposals.

8.2 LABELING: The face of the envelope or other container containing the final offers shall be labeled as specified in Section 2.44 of this solicitation and shall be specified as either the Technical Proposal or the Price Proposal.

8.3 COPIES OF PROPOSALS: Respondents shall deliver an original and five copies, plus a CD with an electronic copy of both the technical proposal and the price proposal to the Department as specified in the Calendar of Events (Section 3.1) of this solicitation. Electronic technical proposal must be in Microsoft Word or Adobe PDF and the price proposal must be in Microsoft Excel or Adobe PDF.

8.4 DOCUMENT DELIVERY: It is the Respondent's responsibility to ensure that its proposal is delivered by the proper time at the office identified in the Calendar of Events (Section 3.1) of this proposal. Proposals, which for any reason are not timely received, will not be considered. Late proposals will be declared non-responsive, and will not be scored. Unsealed and/or unsigned proposals received by telegram, telephone, email, or facsimile transmission or other means are not acceptable, will be declared non-responsive, and will not be scored.

8.5 INSPECTION OR EXAMINATION OF PROPOSALS: Proposals are not public records subject to the provisions of Section 119.07(1), Florida Statutes until such time as the Department provides notice of a decision pursuant to Section 120.57(3)(a), or until 10 days after opening, whichever is earlier.

8.6 WITHDRAWAL OF PROPOSAL: Withdrawal of proposals may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the opening time and date. Requests received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error.

8.7 EXECUTION OF PROPOSALS: Each proposal must contain the company name and F.E.I.D. or social security number and the original signature of an authorized representative of the Respondent. Each proposal must be typed. Each proposal should be submitted with Respondent's name and page number on each page.

8.8 PROPOSAL FORMAT: The objective of the proposal is to demonstrate the proposing firm's ability to successfully deliver the commodities and services requested. In order to assist the Department in reviewing proposals, each proposal shall be prepared utilizing the following format and headings.

8.8.1 TRANSMITTAL LETTER: Identify the proposal as **"BAFO to the State of Florida Department of Highway Safety and Motor Vehicles, for ITN 003-09 - REAL ID Public Information Campaign".** Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the proposal. The letter must clearly indicate that the person signing the proposal is authorized to bind the respondent. The letter must identify any and all joint proposing firms and/or subcontractors. The letter must also identify any changes from the Statement of Qualifications and Services Offered.

8.8.2 EXECUTIVE SUMMARY Include a description of the scope of services to be provided by the contractor. Include a statement describing how contractor resources and experience will support this project, including access to back-up staff if needed. The contractor shall clearly specify its competitive advantage and its proposed ability to meet the terms, conditions, and requirements as defined in this solicitation.

8.8.3 PROJECT ORGANIZATION AND PLAN: Provide the following information:

a. Provide an organizational chart for the project. The chart shall identify all project team members by name and their responsibilities. This section shall also include a resume, not to exceed one page in length, of all professional staff assigned to the project. Resumes should include name, education and related experience.

b. Submit a work plan that provides for statewide implementation of proposed activities as detailed in Section 5.0 "Project Deliverables". Define phases, milestones, activities, tasks, task duration, deliverables, and task dependencies. Any requirements for implementation for Department personnel shall be clearly stated in the project plan.

8.8.4 CAMPAIGN REQUIREMENTS: Respondent must address all subsections listed under Sections 4 and 5. Respondent must label each subsection in Sections 4 and 5 of the proposal with the name and number of the corresponding section and address each requirement in that section.

8.8.5 CAMPAIGN ENHANCEMENTS: Respondent must explain how, after evaluation of the first year response by the public, you will address plans for enhancing the campaign during the balance of the contract term.

8.8.6 PRICE PROPOSAL FORMAT: Each proposer shall submit a separately bound and sealed cost proposal. Prices quoted are to be inclusive of all costs, fees, expenses, travel, lodging materials, services, etc. No costs in addition to quoted prices will be paid to the contractor. Proposals not including all required and offered equipment, software, and services will not be considered. The services/commodities provided per contract year is estimated and does not represent a guarantee of work.

Proposer must identify cost in the Supplemental Cost Sheet; however, these costs will not be considered in the award of the solicitation.

8.8.7 PROPOSAL BOND: Include the proposal bond referenced in Section 3.3 with the price proposal.

9.0 EVALUATION OF PROPOSALS

9.1 TECHNICAL PROPOSAL: (maximum 100 points) The Department will appoint an Evaluation Committee. The committee shall complete the evaluation of all valid proposals, in accordance with the criteria set forth in this section. Award will be to the highest scoring proposal, considering the technical proposal scoring and all costs for the two-year contract period, evaluated as described in Section 9.8 of this solicitation.

9.2 EXECUTIVE SUMMARY: (0 points, pass/fail, refer to 8.8.2)

9.3 CAMPAIGN PRESENTATION: (maximum 45 points)

1. Appearance (15 points maximum)
2. Features (15 points maximum)
3. Quality (15 points maximum)

9.4 PROJECT ORGANIZATION AND PLAN: (15 points, refer to 8.8.3)

9.5 CAMPAIGN REQUIREMENTS: (maximum 15 points, ref. 8.8.4)

9.6 CAMPAIGN ENHANCEMENTS: (maximum 5 points, ref. 8.8.5)

9.7 ADDITIONAL CAMPAIGN SUGGESTIONS: (maximum 10 points, ref. 5.6)

9.8 PRICE PROPOSAL: (maximum 10 points) The lowest cost proposal will be awarded 10 points. Lowest total cost (LC) divided by proposal being considered (PC) times maximum points score (10) equals points awarded.

Formula: LC/PC X 10=Score.

Proposals in excess of $200,000.00 per year will be considered non-responsive.

9.9 TIE PROPOSAL: In event of a tie between two or more proposers with the highest number of points, the proposer with the most points for the Project Presentation evaluation shall be awarded the contract. In the event that two or more proposers are still tied, the award will be made in accordance with Section 60A-1.011, Florida Administrative code. See Attachment II.

9.10 CRITERIA FOR AWARDING POINTS TO TECHNICAL PROPOSAL SECTIONS:

EXCELLENT RESPONSE: 90 TO 100% OF THE MAXIMUM SCORE.
GOOD RESPONSE: 80 TO 89% OF THE MAXIMUM SCORE.
FAIR RESPONSE: 70 TO 79% OF THE MAXIMUM SCORE.
POOR RESPONSE: 0 TO 69% OF THE MAXIMUM SCORE.

Rounding will be to the nearest tenth of a point.

NOTE: In any "Pass/Fail" section a failing score will result in the proposal being non-responsive as per Section 2.6 of this solicitation.

10.0 PRICE PROPOSAL FORM

REAL ID Public Information Campaign

Total Price **$_____**
(Total cost not to exceed $200,000.00 per year)

Award will be based on the proposer with highest scoring proposal including lowest price proposal. Offers that exceed $200,000.00 per year will be considered non-responsive.

RESPONDENT: _____

ADDRESS: _____

CITY: _____STATE: _____ZIP_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

IDENTICAL TIE BIDS FORM

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.

_____

Vendor Signature

ATTACHMENT II

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

SAVINGS/DISCOUNTS/PRICE REDUCTIONS

COMMODITY OR SERVICE: _____

Respondent: Please furnish the prices offered compared to prices that would be paid without this competitive solicitation, total savings and percent discount.

Non-discounted price each $ _____X quantity _____= $ _____List Price.

Discounted price each $ _____X quantity _____= $ _____Actual Price.

Additional comments or savings information:

Authorized Signature: _____

Printed Name: _____

Date: _____

To be completed by DHSMV representative as applicable:

Requisition # _____P O # _____Division _____

Total award amount $ _____

ATTACHMENT III

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Solicitation for the Florida Department of Highway Safety and Motor Vehicles

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; bond(s) requirements (proposal, performance and/or damages) sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the Procurement Officer's name, address, phone numbers 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.

3. _____ **Attend the pre-proposal conference**. (If applicable)

4. _____ **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. All addenda issued for a Solicitation are posted on the Vendor Bid System's website (**http://vbs.dms.state.fl.us/vbs/search.criteria_form**) and will include all questions asked and answered concerning the Solicitation.

5. _____ **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms (Section 10.0), Certificate of Drug Free Workplace (Attachment I), Savings / Discount / Price Reduction (Attachment II), etc.

8. _____ **Check the Vendor Bid System website for Solicitation addenda.** Before submitting your response, check the Vendor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.

9. _____ **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all 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 proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.

ATTACHMENT IV

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

REPORTING OF MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES

COMPANY NAME: _____

REPORTING PERIOD: FROM - _____ **TO -** _____

Report expenditures made to your subcontractors who are Certified Minority Business Enterprises as defined in Section 288.703, Florida Statutes.

CMBE Subcontractor Name	Subcontractor's CMBE Number	Expenditures

Please complete and return this report to:

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

If you have any questions regarding the utilization of this form please contact the Procurement Officer listed in Section 2.3 of this solicitation.

Authorized Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT V

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

REFERENCES

This document must be completed in its entirety and returned with the proposal response.

1) Customer Name:_____

Point of Contact:_____

Phone Number: _____

Contract Begin Date:_____ Contract End Date:_____

Relevance or Similarity to this Project:_____

_____

_____

_____

_____

_____

(Additional sheets of paper may be used if necessary)

2) Customer Name:_____

Point of Contact:_____

Phone Number: _____

Contract Begin Date:_____ Contract End Date:_____

Relevance or Similarity to this Project:_____

_____

_____

_____

_____

_____

(Additional sheets of paper may be used if necessary)

Respondent: _____

Address: _____

City: _____State: _____Zip:_____

Authorized Signature: _____

Title: _____