

**Julie L. Jones**  
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**Rick Scott**  
Governor

**Pam Bondi**  
Attorney General

**Jeff Atwater**  
Chief Financial Officer

**Adam Putnam**  
Commissioner of Agriculture

July 31, 2012

Addendum # 4  
ITN No. 024-12  
Automated Driver License Testing System (ADLTS)

Dear Sir or Madam,

**PLEASE NOTE This addendum:**

**Removes page 16 from the ITN Addendum 2. (July 18, 2012)**

**Adds page 16 to replace the ITN Addendum 2 page (July 31, 2012)**

**All other dates and terms and conditions remain the same in this Invitation to Negotiate.**

Sincerely,

Jonathan Kosberg, Chief  
Bureau of Purchasing and Contracts

CC: April Langston

**2.2 TERM OF CONTRACT:** Refer to attached Form PUR 1000, Paragraph 27. The contract shall be in effect upon issuance of a purchase order or a contract is signed by both parties. Term shall be as specified on the Purchase Order issued pursuant to this contract, with a five (5) year initial term and five (5) one (1) year renewal options at Department discretion contingent upon satisfactory service, unless terminated earlier by the Department under the terms provided herein, subject to an annual appropriation by the State Legislature. 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.

**2.3 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 two hundred fifty thousand dollars (\$250,000.00). 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 the bid award has completed posting and after submission of the performance and damage bonds, to unsuccessful proposers after award. The State will not consider alternative proposal and/or performance securities. If the Awarded Vendor is unable to obtain a Performance Bond prior to implementation, the Proposal Bond will be returned and the Department will move to the next responsive Prospective Contractor that can provide the Performance Bond, referenced in Section 2.4.

**FAILURE TO SUBMIT A PROPOSAL (BID) BOND WILL CAUSE YOUR BID TO BE NON-RESPONSIVE.**

**2.4 PERFORMANCE BOND:** The successful proposer shall supply, no later than the date specified in the Calendar of Events (Section 2.1), a Performance Bond issued by an insurance company licensed by the Florida Department of Insurance, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the Department and the proposer and which will further indemnify and save harmless the Department from all costs and damages by reason of the proposer's default, breach or failure to satisfactorily complete any of the following items:

- a. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this contract.
- b. Successful, full and satisfactory completion, including the dates specified between the Department and the proposer, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned.

In the event of any breach on the part of the proposer, the surety and/or the Department shall have the right to take possession, custody, and control of any work site and/or installation and to complete and operate same forthwith, with any costs attributable thereto borne by the Customer or the surety. In the event of control and operation of any site(s) by the Department or surety, the Department shall incur no financial obligation to the contractor, and shall recover from the contractor or surety any costs of cover, i.e. additional costs, if any, incurred by the Department in operating any site(s) during the breach by the contractor.

The performance bond must be in the amount of one million dollars (\$1,000,000.00). Performance bond must be submitted with annual term dates. The bond must be renewed annually, no later than fourteen (14) business days prior to the beginning of the next contract or renewal period (**if renewed**). For the second and subsequent contract and renewal periods, the renewal bond amount must equal one million dollars (\$1,000,000.00).

A Letter of Credit may be submitted in lieu of a performance bond only when issued by a financial institution organized under the laws of Florida. A Letter of Credit issued by an out of state bank will not be accepted.

**2.5 DAMAGES BOND:** Not Applicable