



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
BID LIST REGISTRATION

April 17, 2012

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

Solicitation Number: **ITN 024-12**
 Number of Addenda as of above date: **None**
 Item(s) of Bid **Automated Driver License Testing System (ADLTS)**
 Commodity Code **250-015, 252-030, 252-150, 252-260, 845-180**
 Date and Time Due **May 31, 2012, no later than 2:30 PM Eastern Time**

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 1.3 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: () _____
 Federal Tax Identification Number: _____
 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

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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: for example;** Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms, Certificate of Drug Free Workplace, Savings / Discount / Price Reduction, Customer References or the like.
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. Faxed, emailed or late proposal responses are never accepted.

1.0 PURPOSE AND GENERAL INFORMATION

1.1 PURPOSE: The Department of Highway Safety and Motor Vehicles, hereinafter called the Department, requests written proposals be submitted for an Automated Driver License Testing System (ADLTS), which is to be provided at no cost to the Department. The Department of Highway Safety and Motor Vehicles (DHSMV) manages Florida's driver licensing program. Florida law requires a first-time driver to pass knowledge and skills exams prior to issuance of a driver license. The Department seeks to improve the integrity and efficiency of its licensing system by selecting a Contractor to provide a Driver License Testing System for use in State Driver License Offices, Tax Collector Offices and by Third-Party Test Administrators.

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

24/7/365: Twenty four (24) hours a day, seven (7) days a week, three-hundred and sixty five (365) days a year.

AAMVA: American Association of Motor Vehicle Administrators

ADLTS: Automated Driver License Testing System

BAFO: Best And Final Offer. This ITN includes a two-stage process of contractor selection (see Section 5).

CDL: Commercial Driver License

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

Day: A Calendar day.

DELAP: Driver Education Licensing and Assistance Program

Department: Department of Highway Safety and Motor Vehicles

DL: Driver License

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.

ISA: Information Systems Administration of the Department of Highway Safety and Motor Vehicles.

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.

MS: Division of Motorist Services

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.

Purchase Order: A Purchase Order is issued via the eProcurement system. See attached PUR Form 1000, paragraph 2.

SQSO: Statement of Qualifications and Services Offered. This ITN includes a two-stage process of contractor selection (see Section 5).

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.

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

1.3 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:

Jon Kosberg, 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: jonkosberg@flhsmv.gov

Florida Statute Section 287.057(23) 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 inquiries 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.

1.4 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 purchase order is issued.

April Langston
Department of Highway Safety & Motor Vehicles

1.5 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.

1.6 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 1.5, “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.

1.7 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.

1.8 AUTHORIZED REPRESENTATIVE: A representative who is authorized to contractually bind the proposer shall sign the proposal and any addenda. Only written inquiries 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.

1.9 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.

1.10 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.

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

1.12 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.

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

1.14 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.

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

1.16 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.

1.17 EXTRANEIOUS TERMS AND CONDITIONS: See attached Form PUR 1000, Paragraph 42 and PUR 1001, Paragraph 4.

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

- a. The contractor has failed to comply with the terms and conditions contained herein, or
- b. The contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

1.19 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.

1.20 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.

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

1.22 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 Contractor, 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.

1.23 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. Delivery shall be to:

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.

1.24 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.

1.25 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.

1.26 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 1.3 or in accordance with the attached PUR 1001, Paragraph 5.

1.27 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.

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

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

1.30 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.

1.31 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.

1.32 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.

1.33 SMALL BUSINESS PARTICIPATION: Florida is a state rich in its diversity. The Department of Highway Safety & Motor Vehicles is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this is the participation of a diverse group of vendors doing business with the state.

To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

1.34 CONTRACT: The contract resulting from this solicitation process shall consist solely of the purchase order issued by the Department to the successful proposer, this solicitation and any addenda thereto, and the proposal, including any license/use agreement submitted by the successful proposer as part of its proposal except to the extent of any conflict with Florida law or terms and conditions of the proposal. In the event of a conflict among any of the documents referenced herein, the following priority shall apply, with the language of each listed document governing the documents listed below it:

- a. The purchase order
- b. Any addenda to the solicitation
- c. The solicitation

- d. The awarded proposal including any agreements. Any agreements which include, but are not limited to installation, licensing, maintenance, software, etc. must be submitted with the proposal and agreed to by the Department during negotiations.

1.35 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 reprourement costs, along with any other remedies provided in the solicitation, contract and/or by rule or law, may be charged against the contractor.

1.36 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.

1.37 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.

1.38 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.

1.39 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.

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

1.41 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.

1.42 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.

1.43 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.

1.44 SUBMISSION OF PROPOSAL: *This language takes precedence over PUR 1001 (Attachment II) Paragraph 3.* 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.

Offers by telegram, telephone, email, or facsimile will not be accepted.

Submit your proposal in accordance with the Calendar of Events (Section 2.1) to:
 Department of Highway Safety and Motor Vehicles
 Bureau of Purchasing and Contracts
 Neil Kirkman Building, Room B412, Mail Station 31
 2900 Apalachee Parkway
 Tallahassee, Florida 32399-0524

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. 024-12 to be filed (Date & Time in Calendar of Events, Section 2.1).**

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

1.46 PROPOSER'S RESPONSIBILITY: *This language takes precedence over PUR 1001 (Attachment II) Paragraph 3.* 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 will not be accepted.

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.

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

1.48 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.

1.49 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.

1.50 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.

1.51 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.

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

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

1.54 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.

1.55 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.

2.0 SPECIAL CONDITIONS

2.1 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.

April 17, 2012	Solicitation issued.
May 1, 2012	All questions and/or proposed changes to the solicitation must be submitted in writing to the issuing officer by 4:00 PM Eastern Time (may be submitted earlier.) See Section 1.26.
May 15, 2012	Responses to written inquires and proposed changes will be posted on the Florida Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/search.criteria_form .
May 31, 2012	Respondents' "Statements of Qualifications and Services Offered" are due. Responses must be received as specified in Section 1.44 of this solicitation, no later than 2:30 PM Eastern Time . Responses must be addressed to the Procurement Officer as specified in Section 1.3. 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.
June 14, 2012	There will be a public meeting of the evaluation committee for the purpose of evaluating Statements of Qualifications and Services Offered at 2:00 PM Eastern Time , in the Auditorium of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
June 15, 2012	Posting of up to the top three (3) scoring SQSO proposals selected for negotiations.
July 9 – July 13, 2012	Start of negotiations with selected respondents. Demonstrations will be scheduled in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. Respondents may set up from 8:00 AM Eastern Time . Demonstrations will begin at 9:00 AM Eastern Time .
August 1, 2012	Best and final offers to be submitted in writing as specified in Section 1.44 of this solicitation, no later than 2:30 PM Eastern Time .
August 10, 2012	There will be a public meeting of the evaluation committee for the purpose of evaluating final offers at 2:00 PM Eastern Time , in the Auditorium of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
August 13, 2012	Post notice of intended award. Performance and Damage Bonds due from selected contractor within fourteen (14) days.
Aug 27, 2012	Final Implementation Schedule must be submitted.

Note: The performance bond is due within 14 calendar days of award.

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 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 the bid award has completed posting and after submission of the performance bonds, to unsuccessful proposers after award. The State will not consider alternative proposal and/or performance securities.

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 the total contract value/cost, not the annual cost. Performance bonds may be submitted with annual term dates but the total amount of the bond must be in the amount of the total contract cost/value. The performance bond amount shall not include the cost of any renewal option years.

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: The proposer shall supply to the Department with the performance bond a bond for the payment of any liquidated damages as may become due and payable to the Department arising hereunder, in the face amount of 5% of the total cost for the project. 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 or exceed five percent (5%) of the total price amount proposed for the corresponding contract or renewal period in the proposer's proposal.

2.6 LIQUIDATED DAMAGES:

- a. Inasmuch as failure to implement the contract as described will result in substantial injury to the Department of Highway Safety and Motor Vehicles, the contractor agrees to pay the Department five-hundred dollars (\$500.00) per work day for each site specified herein that is not operational as agreed and reflected in the firm, final written offer and contract, except as otherwise agreed by the Department, not as a penalty, but as liquidated damages. Operational for purposes of this section means that the commodity or service provided performs as set forth in the ITN and the contractor's proposal. Liquidated damages shall be deducted from the monies due the contractor, except the contractor shall not be liable if failure to perform arises out of cause beyond the contract and without the fault or negligence of the contractor (Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.).
- b. If the contractor fails to successfully deliver contracted commodities or services, or fails to maintain sufficient quantities of consumable supplies for full operation at any site, it is understood, and the contractor hereby agrees that the amount of one-hundred dollars (\$100.00) per work hour for each hour the site is normally scheduled to be opened, not to exceed five-hundred dollars (\$500.00) per day, per affected site, shall be deducted from the monies due the contractor, not as a penalty, but as liquidated damages. Except the contractor shall not be liable if failure to perform arises out of cause beyond the control and without the fault or negligence of the contractor (Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.)

2.7 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 1.3 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 2.1). 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.

2.8 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.

2.9 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.

2.10 INVOICES: All invoices will be submitted in accordance with the attached Form PUR 1000, Paragraph 15. Invoices for services will reference a valid purchase order number and be submitted to the Contract Manager specified in Section 1.4 of this solicitation.

Invoices for commodities will reference a valid purchase order number and be submitted to:

Department of Highway Safety and Motor Vehicles
Bureau of Accounting, Accounts Payable Section
Neil Kirkman Building, Room A414, MS-22
2900 Apalachee Parkway
Tallahassee, Florida 32399-0514

2.11 BID OPENING: Bids will be opened in Room B409, Neil Kirkman Building, at the date and time shown in the Calendar of Events (Section 2.1 of the solicitation).

2.12 SYSTEM AND PROPRIETARY SOFTWARE LICENSE: The contractor shall grant or obtain in the name of the Department a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and the documentation thereto for the system provided hereunder. The license shall not be limited as to number of users or numbers and types of hardware devices or software operating systems used or authorized by the Department. Notwithstanding the foregoing, the Department acknowledges that its use of "commercial off the shelf" (COTS) licensed software and other pre-existing commercial software provided under this Agreement as part of the System provided hereunder is subject to the terms, conditions, use limitations and license terms contained in the COTS license accompanying the software or the end-user licensing agreement required by the licensor as a precondition to the use of the pre-existing commercial software by the Department. The Department acknowledges that the terms of such licensing agreements may differ from the foregoing provision.

The documentation that the contractor must furnish shall include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials for the proper and successful use of the Software. The contractor shall deliver to the Department three (3) copies of the documentation. The Department shall have the right, as part of the license granted hereunder, to make as many additional copies of the custom documentation specifically developed by the contractor for the System which will be delivered under this contract as the Department deems necessary. The Department acknowledges that COTS licensing and other licensing agreements for pre-existing commercial software contain provisions relating to the licensed use of documentation accompanying the software with which the Department hereby agrees to comply. The Department may make one (1) backup or archive copy of the Software for the Installation Site.

Any copies of the Software and documentation which the Department acquires pursuant to the contract shall bear the copyright, trademark, and other proprietary notices included therein by the contractor, and except as provided by law or authorized in the contract, the Department shall not distribute the same to third parties, including other agencies within the Department, without the contractor's prior written consent unless such distribution is related to the successful installation, performance, or operation of the System described in this ITN.

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

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

Subject to the security requirements of the Department and prior written approval by the Department, the contractor and its subcontractors shall be free to use any ideas, concepts, and techniques contractor or its subcontractors develop arising out of their performance under this contract, and, subject to the security requirements of the Department and prior written approval by the Department, contractor shall be free to provide the Custom Software developed under this Agreement and owned by the Department to other customers requiring this same software using a licensing agreement with similar restrictions to the licensing agreement described in this Agreement. No ideas, concepts, techniques or custom software developed for this System and Agreement shall be provided to others without the prior written consent of the Department. The Department prefers that the contractor will complete and finalize all design/technical specifications, development, and testing on site in the Kirkman Building. However, the Department understands that it may not be practical to perform all development activities on site. The Respondent may state in his proposal a plan that includes some off-site development but the plan is subject to final approval by the Department prior to implementation. The contractor must submit to the Department for its approval proposed design documents and screen layouts of all custom software provided to meet the requirements of this ITN.

2.14 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.

2.15 COMPLIANCE REVIEW: The contractor is responsible for the implementation and schedule identified in this solicitation and/or as required and agreed to by the Department. The contractor is required to pass a compliance review as designated by the state. The Department will verify that all the features and functions which the contractor proposed have been delivered and that they operate as set forth in the ITN and the contractor's proposal, then the Department shall notify the contractor in writing that the system has successfully passed the compliance review.

If the Department determines that the system does not meet the requirements specified in this ITN and the contractor's proposal, the Department will notify the contractor, in writing, of all deficiencies. The contractor shall correct the deficiencies within fifteen (15) working days, notify the Department in writing, and the Department will re-evaluate the system for another period not to exceed fifteen (15) working days.

No charges shall be paid for equipment, software, services, or supplies until the system has passed the compliance review. Implementation will not continue at any other sites until the contractor has been notified in writing that the compliance review has been successfully completed.

2.16 ACCEPTANCE PERIOD: Following implementation, there shall be a thirty (30) day acceptance period. A system shall be considered to have successfully completed the acceptance period if there have been no contractor-related problems for a period of thirty days. A system that experiences a contractor-related problem will be considered to have failed the acceptance period.

In the event the system fails the acceptance period, the acceptance period shall begin anew when the contractor notifies the Department that the system has been repaired and is ready to begin the acceptance period.

In the event the system has not passed the acceptance period within three months from the date that the Department has been notified that the system is "Ready For Use", the contractor must replace the entire system at the failed site.

2.17 SYSTEM DEMONSTRATIONS: One demonstration is required. For this ITN, the proposer is required to bring his equipment to the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, Florida 32399-0560, during the week specified in the Calendar of Events. Specific date and time for each proposer's demonstration will be determined by the Department. Proposer will demonstrate his system in a stand-alone mode. Proposer will fully discuss features of the system and the process.

2.18 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.

2.19 FINGERPRINT REQUIREMENTS: The contractor selected is required to have all of their employees, working in any phase of the design, maintenance, operation, or other delivery of the service required by this contract, to complete a fingerprint background check with the Florida Department of Law Enforcement. Costs associated with the background check or other security processes shall be borne by the contractor. Fingerprint processing will be coordinated by the Division of Administrative Services to ensure that reimbursement by the contractor has been made and that the department's records of building access are accurate. Unfavorable background check results may require a change in contractor personnel. This decision is the sole discretion of the Department.

2.20 CJIS PERSONNEL SECURITY POLICY AND PROCEDURES: Not Applicable

2.21 E-VERIFY REQUIREMENT: Pursuant to the State of the Florida Executive Orders Nos.: 11-02 and 11-116, Awarded Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, the Awarded Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state term contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

3.0 SCOPE OF PROJECT

3.1 BACKGROUND: The Department of Highway Safety and Motor Vehicles (DHSMV) manages Florida's driver licensing program. Florida law requires a first-time driver to pass knowledge and skills exams prior to issuance of a driver license. The knowledge and skills exams are designed to protect the public from hazards posed by unqualified motor vehicle operators. There are two (2) basic types of licenses – operator (Class E) and commercial (Classes A, B and C). In Florida, Class E driver licenses are issued to drivers operating vehicles less than 26,001 pounds. Applicants must pass two (2) knowledge exams – road signs and road rules in order to obtain a learner's permit and must pass a driving skills exam to become fully licensed.

The Department uses an aging web-based automated testing system for the administration of both Class E and commercial driver license knowledge exams in its fifty four (54) State Driver License Offices. In addition, one-hundred and fifty six (156) county Tax Collector Offices in fifty two (52) counties also use the Department's automated testing system. Skills exams administered by State and Tax Collector Examiners are documented by hand, with pass/fail scores manually determined and entered into the driver license issuance system. In addition, six (6) Third-Party Contractors administer Class E knowledge exams online. The Department maintains the test databank and has established procedures for Third-Party Administrators to retrieve randomly generated test questions per applicant via web service.

Currently, all operator skills exams are administered through State or Tax Collector Offices, with the exception of any teenager who completes a driver education program through their local high school. Driver education graduates are not required to complete additional skills exams. Driver education is currently offered in approximately fifty (50) of the sixty seven (67) school districts and a few private high schools. The majority of Commercial Driver License (CDL) skills exams are administered by third-parties, with less than ten percent (10%) of CDL skills exams administered by State Examiners.

Over the next several years, we anticipate the following changes to our business environment.

1. By 2015, all but three (3) of the sixty seven (67) counties will receive driver license services via the Tax Collectors. The Department will maintain driver license offices only in Broward, Miami-Dade, and Volusia counties; approximately twenty-six percent (26%) of all driver license transactions are conducted in these three (3) counties.
2. More third-parties will offer Class E knowledge exams online. DHSMV started this program in July 2011. Seven (7) providers offer exams online now, but several others have applied.
3. Some third-parties will offer Class E knowledge exams in a proctored setting. This option has been on the table since July 2011 and one vendor currently offers proctored exams.
4. DHSMV will provide an opportunity for third-parties to administer Class E driving skills exams. The Department has delayed implementation of this opportunity until the conclusion of this ITN. DHSMV will expect third-parties administering Class E driving skills exams to use the system sought here, at their own expense.
5. The Department will encourage Third-party administrators of CDL driving skills exams to use the system sought here, at their own expense. While we do not expect to mandate the use of this system for existing CDL Third-Party Administrations, there is a possibility that federal mandates may eventually recommend and/or require it.

3.2 OBJECTIVE: The Department seeks to improve the integrity and efficiency of its licensing system by selecting a Contractor to provide a NO-COST SOLUTION to the Department for a driver license testing system for use in State Driver License Offices, Tax Collector Offices and by Third-Party Test Administrators. This would include the system, web application and system maintenance, at no-cost to the Department. Third Party Administrators must be provided a consistent methodology for accessing and consuming the web-based tests questions and answers from the Awarded Contractor.

The system must consist of:

1. A web-based application for the administration of Class A, B, C, and E driver license knowledge exams in driver license and Tax Collector Offices. The Prospective Contractor must agree to provide this at no cost to the Department.
2. A web-based application for the administration of Class E driver license road signs and road rules exams by third-parties. This system must also be accessible by Driver Education Licensing and Assistance Program (DELAP) administrators at no cost to the School Districts or the Department.
3. A knowledge bank of at least five-hundred (500) questions for Class E road signs and road rules, plus CDL knowledge exam questions meeting American Association of Motor Vehicle Administrators (AAMVA) specifications. This must be provided at no-cost to the Department.
4. A tablet-based solution for the administration of Class E driver license skills exams. Bonus points will be given to Prospective Contractors who provide this solution at no cost to the State for use by State and Tax Collector Offices. All Third-Party Administrators of Class E driver license skills exams will be required to adopt this solution. Third Party Administrators can be charged for this solution.
5. A tablet-based solution for the administration of Class A, B and C driver license skills exams. Third-party CDL skills exam administrators will not be mandated to adopt this solution at this time, but will be encouraged to do so.

3.3 CURRENT TESTING PROCESS: Florida's Automated Driver License Testing System (ADLTS) is a centrally administered testing system that supports testing centers in State and Tax Collector Driver License Offices located throughout Florida. The purpose of the system is to perform driver license testing and other testing in a user-friendly Intranet and Extranet environment. The test information is stored centrally in Tallahassee offices of the Department of Highway Safety and Motor Vehicles (DHSMV). The system is a web-based system that is used to display and control all driver license testing, Administrative, Supervisor, Examiner and Extranet functions.

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

In July 2011, the Department implemented a new third-party test administration program for Class E knowledge exams. The Department maintains the test databank and has established procedures for Third-Party Test Administrators to retrieve randomly generated test questions per applicant via web service. Any student who fails an exam is given the opportunity to retest with the Third Party Administrator two (2) additional times for each exam type (road rules and road signs). The Third Party Administrator is required to collect a statutory fee of ten dollars (\$10.00) for each retest that is remitted to DHSMV electronically. Each exam is assigned a unique identifying number for tracking and auditing purposes.

As part of this program, the opportunity exists for third-parties to administer the driver license knowledge exams in-person in a proctored setting. The Department does not currently provide a user interface application for third-party testers who administer exams on-line or in a proctored setting. Anyone wishing to offer these services must develop their own application to access the Department's web services. Additionally, as part of this program, the opportunity exists for third-parties to administer Class E driving skills exams. We have delayed implementation of this portion of the program until completion of this ITN, as we anticipate mandating that third-party administrators of Class E driving skills exams use the tablet testing system sought herein, at their own expense.

All contractual language and current business rules for the Third Party Administration of Class E knowledge exams are available at <http://www.flhsmv.gov/ddl/tpdlts.html>.

Approximately fifty (50) of the sixty seven (67) Florida school districts and several private high schools conduct both Class E knowledge and road tests for their enrolled driver education students through the Driver Education Licensing and Assistance Program (DELAP). The tests administered are the same as the Class E licensing tests given in driver license offices by Department and Tax Collector DL examiners. However, DELAP testers give the knowledge tests on paper forms generated by ADLTS, as they do not have direct access to the Department's electronic testing system.

Commercial driver licensing (CDL) in-vehicle skills tests are conducted primarily by about two-hundred and thirty (230) third party businesses and agencies that have the necessary resources. Testing authority is granted by the Department through contracts. Some charge a fee for their services while others test only their own employees and do not. Test procedures are prescribed by federal regulation, following the AAMVA 2005 Model CDL Testing System.

3.4 DESCRIPTION OF THE CURRENT SYSTEM: The in-office system was designed for a single server system however; the State is using this application on several servers with a single production database and a single development database.

The Production Database for ADLTS is separated across multiple database instances and contains tables and data related to applicants, test results and testing offices. ADLTS connects to these existing tables and retrieves the information necessary to identify the testing offices and driver license applicants.

ADLTS updates its database in real-time, tracking the applicant, the questions assigned, and the selected answers, as well as the overall Pass/Fail result for each test. The ADLTS database is a relational database that follows standard database design principles.

There are multiple web-based systems currently used by Third Party Administrators for administering the different types of exams. Some exams are proctored and administered to students in a classroom setting and other vendors allow students to take the exam from home over the Internet. When exam results are posted by the Third Party Administrator, the exams are graded and the results are made accessible to the Driver License Issuance System so that the appropriate credentials can be issued.

DELAP and CDL Skills Test results are manually entered by the Third Party Administrators or Department testers in the web-based Third Party Waiver System, commonly called the Paperless Waiver System (PWS). The PWS may be accessed from any personal computer connected to the Internet by testers who have been given the necessary authority by Department administrators. Driver licensing examiners later retrieve the PWS results when the applicants tested come to the office for issuance of their licenses. An interface between the PWS and FDLIS allows examiners to easily transfer test results to the drivers' records during issuance, but does not automatically generate the appropriate CDL.

3.5 CURRENT ADLTS FUNCTIONALITY: ADLTS was designed in 2001 and includes the following functions:

Operation of the Administrator Program

- Administrator – Login
- Administrator – Menu
- Administrator – Statistical Data Reports
- Administrator – Add Questions
 - Add/View Questions
 - Retire Questions
 - Add or Modify a Question based on an Existing or Retired Question
- Administrator – Exam Classifications
 - Add/Retire Categories
 - Add Exam Classification
 - Modify Exam Classification
 - Retire Exam Classification
- Administrator – View ADLTS System Status
 - Add Test Station
 - Status Test Station Detail
 - Edit/Delete a Test Station
- Administrator – Manager Users
 - Add Users
 - Edit Users

Operation of the Supervisor/Examiner Program

- Supervisor/Examiner – Login
- Supervisor/Examiner – Menu
- Supervisor/Examiner – Register Applicant
 - Lookup Applicant
 - Applicant Search Results
 - Add New Applicant
 - Applicant Confirmation
 - Printed Test
- Supervisor/Examiner – Monitor Test Station

- Specific Test Station Status
- Add Test Station
- Edit/Delete a Test Station
- Supervisor/Examiner – View Test Results
 - View Specific Applicant Test
- Supervisor/Examiner – Old Tests
 - Old Tests Lookup
 - Applicant Search Results
 - Old Test List
 - Old Test
- Supervisor/Examiner – Printed Tests
 - Enter Exam Results
- Supervisor – Statistical Data Reports
- Supervisor – Manager System Users
 - Edit Users
 - Add Users

3.6 ESTIMATED TEST VOLUMES:

Number of Driver License Examinations Administered by Type in 2009:

	State/Tax Collector Administered	For Profit Third Party Administered	Not for Profit or Government Third Party Administered
Class E General Knowledge	470,387	133,950	30,967
Class E Road Signs	485,054	113,521	27,208
CDL General Knowledge	57,579		
School Bus Knowledge	9,130		
CDL Combination Vehicle Knowledge	29,140		
CDL Air Brakes	45,044		
CDL Tanker Knowledge	9,720		
Passenger Knowledge	12,312		
CDL Hazardous Material Knowledge	33,368		
CDL Double/Triple Knowledge	5,741		
Class E Skills	538,759*		24,496
		CDL Exams Administered by Third- Parties	
CDL Pre-Trip Skills	4,022		22,117**
CDL Basic Skills	6,652		20,142**

CDL Skills	7,127	19,667**
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*** As more Third-Party Administrators come on-line, we expect the number of exams administered by State and Tax Collector Offices to significantly decrease.**

**** CDL knowledge exams may not be administered by third-parties due to federal regulations.**

***** Upon award of this ITN, the Department will begin accepting applications from third-parties for the administration of Class E skills examination.**

****** An unknown portion of CDL skills examinations are administered by local governments, like school districts, and by companies testing their own employees.**

4.0 TECHNICAL REQUIREMENTS

4.1 PROJECT REQUIREMENTS: The Awarded Contractor will provide a web-based driver license testing system that will be used by Driver License Examiners in offices operated by the Department and Tax Collector Offices at no cost to the Department or County Tax Collectors. In addition, the Awarded Contractor must make available the same web-based solution for purchase by Third-Party Test Administrators. The testing system will include administrative and reporting functions.

The Awarded Contractor must also provide an option for purchase of a mobile tablet-based hardware/software solution for the administration of driving skills exams that will update the central testing database. The mobile solution will incorporate Global Positioning System (GPS) tracking technology for driving exam routes and time. The commercial driving skills exams must be generated in accordance with Federal Motor Carrier Safety Administration regulations and provide for subsequent updates upon release by AAMVA. Bonus points will be given to Prospective Contractors that offer this solution at no-cost to the Department.

The Awarded Contractor will provide a minimum five-hundred (500) question databank of road signs and road rules Class E exam questions, plus CDL knowledge exam questions meeting American Association of Motor Vehicle Administrators (AAMVA) specifications that comports with Florida traffic and licensing laws. The Awarded Contractor may use the Department's existing bank of questions as the basis for the new databank. Currently, road signs and road rules exams are administered as two (2), twenty (20) question tests, but the Department will consider proposals to modify this testing model. For example, the Department would consider proposals for one (1) Class E knowledge exam that including both road rules and road signs questions and increases the total number of questions asked. Currently, approximately ninety five percent (95%) of applicants pass the road signs exam on their first attempt. Approximately forty eight (48%) of applicants pass the road rules exam on their first attempt. Please refer to the attached AAMVA Guidelines (Attachment VII) for Knowledge and Skill Test Development.

The Awarded Contractor is responsible for project planning, coordination, implementation, installation and maintenance, as applicable and must provide the name and qualification of the proposed project manager as part of the bid response. Any changes to the project manager after the ITN is awarded must be requested through the Department in writing. The Department will approve or reject the change within ten (10) days of receipt of the written request. The Department will designate a project manager that will be the primary contact for the ITN.

The Awarded Contractor will have access to personal identification data protected by Florida and federal laws, including the Driver's Privacy Protection Act. The Prospective Contractor must describe in the bid response the security protocols related to employee background checks, training and monitoring.

4.2 REQUIREMENTS OUTLINE: The Department has developed a Requirements Outline, where the requirements are configured into sub-categories. Proposers are required to identify the capabilities of their system for each requirement. For each line item below, Prospective Contractors must provide a detailed statement by "Requirement #" in the solicitation response describing how their system meets or exceeds the minimum requirement. Proposals must clearly identify how Prospective Contractor can meet or exceed each of the requirements.

Prospective Contractor must identify equipment name, model and feature numbers, quantities, and the mean time between failures for all equipment proposed. Describe how the equipment meets the technical requirements outlined in the solicitation. Briefly describe any additional but relevant features or capabilities. Address any features that make the proposed commodity especially suited for the intended purpose. Identify all special flooring or overhead rack requirements, including such items as elevated floors, and cable racks. Identify equipment weight and dimensions. Identify environmental requirements. Identify power requirements. Identify date when the equipment was made available for general sale.

Prospective Contractor must identify all software by name and version number. Describe how the software meets the requirements in the solicitation. Briefly identify any additional relevant features.

Prospective Contractor must provide complete systems meeting the specifications described herein. All proposed hardware shall be new, not reconditioned or refurbished. All hardware shall be at the latest engineering change level as offered by the original manufacturer and shall have been manufactured within the last twelve (12) months. All hardware and "off-the shelf" software technology proposed shall be available at the time of the required demonstration. All software must be current versions containing the latest security patches at the time of install,

unless otherwise agreed to by the Department. Provide software maintenance for the contract period. It is the responsibility of the Awarded Contractor to have staff with sufficient expertise to make recommendations for purchased software configuration.

All items paid for by other entities not exempt from the purchase price (ex. Department, Tax Collector, etc) must include delivery to end user site, installation of all hardware and software, connection of all peripheral devices, testing of final installed system to ensure operational status of all devices.

4.2.1 HARDWARE:

1. The hardware currently used by the Department and Tax Collectors for the existing ADLTS consists of ten (10) year old Windows XP or 98 boxes. The Department purchased touch screen monitors for all testing stations approximately five (5) years ago. The Department typically provides hardware for the administration of the driver license program to the Tax Collectors. Currently, the Department has no funding to replace the existing hardware. The Prospective Contractor must specify any concerns related to the use of this hardware and provide recommended solutions to those concerns.
2. The Prospective Contractor must submit a solution for skill test tablets and/or devices with the bid response.
3. For any hardware provided by the Awarded Contractor to either the Department/Tax Collectors or sold to third-parties, the Awarded Contractor is responsible for hardware updates to prevent obsolescence for a period of five (5) years from final acceptance and implementation.

4.2.2 SOFTWARE:

1. Provide all software necessary for implementation of the system. The software must work with touch screens. The Prospective Contractor must submit a description of the software.
2. The user interface must be user friendly. The Prospective Contractor must include a User Manual in the bid response.
3. The system must be web-based with interactive content using current technologies that allow mobile access. The Prospective Contractor must submit a description of the platform/technology solution.
4. Prospective Contractor must supply minimum system requirements to ensure sufficient system performance.
5. The software must allow examiners and third-party administrators to print paper exams with corresponding answer sheets and must provide a mechanism for electronic grading of the paper exam.
6. Software updates will be the responsibility of the Awarded Contractor with upgrades to prevent obsolescence for a period of five (5) years from final acceptance and implementation.

4.2.3 SYSTEM AND SYSTEM INTEGRATION:

1. The Awarded Contractor is responsible for hosting the web-application and maintaining the test databank. The Awarded Contractor is also responsible for providing web services to communicate with the Department's databases and Third-Party Test Administrators, as applicable.
2. The Prospective Contractor must provide a solution to sustain the ability for continued testing due to system disconnect or system failure in the bid proposal. The expectation is availability to acquire a test 24/7/365.
3. System must provide a web service Application Programming Interface (API) for real-time sending or receiving of test data in singular or bulk update; this may occur in the event of a system failure and upon restoration of a large bulk of test data.
4. System must store individual test result data.
5. System must update real-time test results data to DHSMV using a web service API to be provided by DHSMV.
6. Awarded Contractor must have the ability to customize software to create and retrieve customer data and test attempts for accountability of retest charges.
7. System must have the capability to create a customer record for administering of test via a graphical user interface as well as the web service API for customer interaction with Department database to pass and query customer records.
8. System must have the capability to retrieve or match customer data. Customer information must, at a minimum, include: Customer Number/DL Number, Last Name, First Name, Date of Birth, Last four (4) of Social Security number, Alien Registration number, or Admission number.

4.2.4 DATA STORAGE AND REPORTS:

1. System must have the capability to record and maintain testing data history for all tests taken for a minimum of three (3) years.
2. System must have the capability to create and print statistical and management reports by office location, Third Party Administrators, pass/fail rates by language, question, test type and test method.
3. System must have the capability to provide reports and analysis data for test questions in electronic and printed form to system administrators. To include but not limited to: Number of times each question and answer were selected, and how much time was spent on each question.
4. System must provide and maintain an audit trail of any changes made to the questions and answer database.
5. System must provide a report that verifies success status of updates to all sites and installed test versions to include change control sign off and production changes.
6. System must have the capability to produce and print a customer receipt.
7. System must have the capability to review and print an exact replication of test as it was presented to the customer, indicating answers selected and test results.
8. System must have the capability to reproduce a GPS viewable reading of actual skill test to include map with route and scoring.
9. System must have the capability to produce all reports in an electronic and printed form.
10. System must have the capability to export statistical information to a different file format.

4.2.5 BACKUP AND RECOVERY:

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

4.2.6 NETWORK: DHSMV network has two-hundred and twenty plus (220+) Offices handling Driver License Operations. Five (5) offices have a 3MB circuit, three (3) have a 10MB circuit and the rest of the offices are T1 (1.5MB). The circuit at headquarters is 200MB and the circuit to the Internet is 100MB. All field office traffic comes to headquarters and then to the Internet. In order to use the current infrastructure the maximum amount of bandwidth that can be used concurrently at any given time per site is as follows:

- T1 - Maximum 256KB
- 3MB – Maximum 512KB
- 10MB – Maximum 1.5MB

Prospective Contractor must be able to work within the confines of current network capabilities or provide solution in bid proposal.

4.2.7 TESTING INTERFACE:

1. Testing system or skills testing device must display customer's name, a second validation of customer information and contain a text field that may be edited by the System Administrator for testing instructions to ensure test is being administered to assigned customer.
2. Testing system must display prompts and/or guiding information to assist the customer, or examiner for skills testing, in completing tests.
3. Testing system must display immediate feedback to the customer once an answer has been submitted for scoring.
4. Testing system must have the capability to allow a change of answer selection prior to submitting a final answer for scoring.

5. Testing system must display test results and next-step instructions to the customer, or examiner for skills testing, upon test session completion.
6. Testing software must be role-based to allow control over functions by user type. The software must include administrator-level roles by which other roles can be assigned.
7. Users or Third Party must have the capability to manually enter customer data to initiate tests and to create a unique Customer Number/Student Record.
8. System must have the capability to create a Customer Number/Student Record and match customer information using the following data fields. Customer Number/DL Number, Last Name, First Name, Date of Birth, Last four (4) of Social Security number, Alien Registration number, or Admission number.
9. System must be able to use GPS technology to track and store driving skills exam routes and start and stop times for each driving skills exam administered.
10. Users or Third Party must have the ability to delete, terminate or cancel test from the testing queue.
11. Users or Third Party must have the capability to assign a customer to a specific testing station.
12. Users or Third Party must have the capability to assign multiple exams to a customer during a single session.
13. System must provide continually updated display of the status and test progress for each testing station or skill testing device.
14. System must have the capability to grade all test questions and return results.
15. Administrators must have the capability to modify the test standards for passing.
16. Administrators must have the capability to add/edit/remove test sites.

4.2.8 TEST REQUIREMENTS:

1. Character size must meet American Disability Act (ADA) requirements and be approved by Department.
2. At implementation, the system must provide replacements for the current test types which include; Class E General Knowledge, Road Signs, CDL General Knowledge, CDL Combination Vehicle, CDL Air Brake, CDL Passenger, CDL Double/Triple, CDL Tank vehicle, CDL Hazardous Material, CDL School Bus, Class E Skill, CDL Pre-Trip, CDL Basic Skill, CDL Skill.
3. Tests must be available in, at a minimum, English, Spanish and Haitian Creole. Awarded Contractor must provide written and spoken translation services for all languages supported by the system. Translation services must, at a minimum, include all: test questions, answers, and test instructions.
4. System must provide full audio-visual and text support.
5. Test must be available in the following presentation modes:
 - a. Visually on testing stations.
 - b. Audio through a listening device attached to the testing station, in conjunction with the Visual test.
 - c. Written (printed) tests produced on a printer.
 - d. Tablet or device for skill testing.
6. Awarded Contractor must provide or develop a minimum of five-hundred (500) multiple choice questions (question bank) in each language for Class E knowledge test, to include four multiple choice answers.
7. Awarded Contractor must provide CDL General Knowledge, CDL Combination Vehicle, CDL Air Brake, CDL Passenger, CDL Double/Triple, CDL Tank vehicle, CDL Hazardous Material, CDL School Bus exams generated in accordance with Federal Motor Carrier Safety Administration regulations, 49 CFR 383.133, using the July 2010 version of the AAMVA 2005 Model CDL Testing System and provide for subsequent updates upon release by AAMVA.
8. Question bank must include questions, answers, and associated audio recordings, graphics, and/or video components.
9. System must be capable of generating multiple tests with random question and answer sequence without repeating all questions.
10. System must allow for additions and modifications to test questions, answers, audio files and graphics without any hardware and/or software upgrades (within system limitations).

4.2.9 AUDIO TEST SPECIFIC FUNCTIONALITY:

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

4.2.10 PRINTED TEST SPECIFIC FUNCTIONALITY:

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

4.2.11 TRAINING: Prospective Contractor must provide a detailed training plan to include method, length, and scope of training and a course description of the topics covered. All training will take place at mutually agreed locations, on site. All costs of this training shall be the responsibility of Awarded Contractor. Qualified and experienced instructors must lead training courses. Instructors shall be thoroughly familiar with topics appropriate to the subject. Local sales and/or maintenance personnel are not considered appropriate for this task. At a minimum training must be provided via webinar and on site in Tallahassee. The webinar must be able to integrate with our ILearn system (electronic training program) for training.

1. Awarded Contractor must be able to provide training to ensure a successful installation, pilot, roll-out and implementation of the system. User-friendly instructions or 'help' must be available within the system.
2. Awarded Contractor must provide training to designated DHSMV employees, Tax Collector employees and/or Third Party Contractors. Estimated training requirements include:
 - a. Up to two-thousand (2000) field users located at approximately two hundred and twenty (220) offices.
 - b. Forty (20) Headquarter employees and provide a train the trainer course.
3. Training must be available in a minimum of two (2) levels.
 - a. Basic course (Level 1) that the majority of employees will receive.
 - b. Advanced course (Level 2) for managers and Third Party Contractors.
4. Level 1 training for designated users must include the following subjects:
 - a. Use of system for assigning tests in all formats, printed tests, retrieve test results, review tests and cancel/terminate tests.
 - b. How to score tests.
 - c. Adding/removing customers from the queue.
 - d. Starting of test for a queued customer.
 - e. Use of User/Third Party Contractor functions.
 - f. General operation functions of system (start-up and end-of-day procedures).
 - g. Trouble-shooting techniques.
 - h. Features to activate and de-activate system.
 - i. Creation/printing of reports.
5. Level 2 training for designated HSMV Headquarters personnel, to include Learning and Development Trainers, Program Manager and Coordinators, Systems Support, ISA Technical and Field Helpdesk employees.
 - a. Training identical to Level 1 training.
 - b. Use of User/Third Party Contractor functions to retrieve testing statistics.
 - c. System security.
 - d. Creation of reports.

4.2.12 SERVICE AND MAINTENANCE: Prospective Contractor must provide a detailed repair and maintenance plan that describes how the plan meets the requirements of the ITN. Briefly discuss any additional but relevant features or services. Include preventative maintenance procedures required for DHSMV personnel and the contractor. Include a justified frequency of preventive maintenance by the contractor, a description of how parts supply and back-up equipment availability will be assured statewide, a detailed explanation of response times for unscheduled service needs, escalation procedures, and the number of representatives available and their office locations in the Department. Space for contractor personnel and warehousing of spare parts, supplies, and equipment shall be at the contractor's expense and will not be provided by the Department.

The Awarded Contractor shall identify all key personnel who shall be providing maintenance on the system, furnish the Department with a means of identifying these personnel, furnish the Department with credentials on these personnel and obtain authorization from the Department at least thirty (30) days in advance of any reductions in staffing levels of key personnel at any local or district office serving the Department.

1. System maintenance and software updates must be performed at times that will not impede the regular course of business. Schedules and details will be mutually agreed upon.
2. System must be available 24/7/365 with no outages scheduled for periods of high traffic potential.
3. The Awarded Contractor must provide support and on-site repair and maintenance for testing software, including detection and correction of software errors. State Contract Manager must receive email notifications of system/software errors as they occur.
4. The Awarded Contractor must notify Third Party Administrators and the DHSMV of scheduled maintenance at least five (5) days in advance.
5. For any hardware provided by or purchased from the Awarded Contractor, the Awarded Contractor must
 - a. Provide temporary replacement equipment for any equipment that Contractor is unable to repair within one (1) day.
 - b. Awarded Contractor must provide support and on-site repair and maintenance for all system hardware and components, including but not limited to, detection and correction of all hardware problems.
 - c. Awarded Contractor must provide a maintenance agreement for provided software and hardware.
 - d. Be on site to make repairs with the timeframes projected or specified by HSMV.
 - e. For the life of the contract, the Awarded Contractor must install, and add additional equipment within three (3) weeks of a written request from HSMV.
 - f. Initial hardware or software issues will be reported to HSMV for logging and for notification to the Awarded Contractor.

4.2.13 PRICING AND ADVERTISING: With the Best and Final Offer (BAFO), the Prospective Contractor must submit a price schedule to include a description of each item available for purchase and a purchase or use price. The pricing model may be per item, per license, or per use. While this will be a no-cost contract to the Department and Tax Collectors, price to third-parties will be considered during the evaluation process. An advertising plan must also be submitted by Prospective Contractors.

The purpose of the sale of advertisements for public display is to secure the distribution of public information materials at no cost to the Department, with all costs borne by the contractor and/or by the sale of advertising, in accordance with section 283.58, Florida Statutes. The Department of Highway Safety and Motor Vehicles (DHSMV) will have the right to review and approve the contractor's advertising marketing plan. The DHSMV will retain the right to approve, prior to production and distribution, all elements of any advertising, including appropriateness of advertisers, products and services advertised, form, content and positioning in the system. Advertising will not be sold to businesses regulated by the DHSMV. Advertising of an "editorial" nature should be avoided, as should any advertisements not consistent with good taste, or respect for persons, groups or points of view. No advertisements will be allowed at State and Tax Collector offices or on their corresponding work stations. The intent is that advertisements can be in conjunction with Third Party Administrators. No advertisements will be allowed that include driving initiatives or steering to any particular entity for these needs. No advertisements will be allowed during administration of exams. The environment must be "Free from Distractions." Products and services advertised and the layout of advertisements will be related to, harmonious with, and consistent with the professionalism, integrity, public safety mission and law enforcement responsibilities of the DHSMV. The materials displayed must contain a statement that the inclusion of advertising does not constitute an endorsement by the State of Florida or the Florida Department of Highway

Safety and Motor Vehicles of the products or services advertised. DHSMV's contract manager shall have the right of refusal for any and all aspects of advertising, and no advertisement shall be placed on the system without prior written approval from the contract manager. The contract manager will approve, disapprove or request additional information or discussion, within five (5) working days of receipt of the contractor's request for approval of an advertisement and/or proposed copy. Any unannounced delay will constitute approval after five (5) working days. No materials containing disapproved advertising will be posted on the system, and any losses entailed thereby shall be at the sole expense of the contractor.

4.2.14 IMPLEMENTATION REQUIREMENTS: The Prospective Contractor must submit a preliminary Implementation Plan with bid response and a Final Implementation Plan within ten (10) days after award and approval by the Department. The Work Plan must include, without limitation, a detailed description of the project schedule, tasks, deliverables, critical events, task dependencies, and payment schedule (as applicable). The plan shall be updated no less than every two (2) weeks and provided to the Agency Contract Manager.

The Awarded Contractor and/or the Awarded Contractor's Project Manager shall participate in person at an initial kick-off meeting to be held in Tallahassee to initiate the Project and must participate in additional meetings as requested.

Within ten (10) days of contract award, the Awarded Contractor and the Department will determine a mutually agreed upon target implementation date. The Department's IT resources are limited and currently focused on moving its servers and applications to a consolidated data center. We do not expect to have Department IT resources available for this project until September 1, 2012. The final implementation date must not exceed six (6) months from the day the Department's IT resources are available, unless determined by the Department as the best interest of the State of Florida.

4.3 DESIGNATED PERSONNEL: Contractor shall designate a Service Coordinator to handle coordination of all service calls between DHSMV staff, contractor, and end user personnel. This individual must have an in-depth working knowledge of the system being used by the Department.

Contractor shall designate a Project Manager from beginning of project until all new systems are installed and fully operational.

Contractor shall designate a Technical Representative who will assist Department staff with technical questions and will provide system operation and problem determination and resolution training for DHSMV personnel. The Technical representative must have:

- a. an in-depth knowledge of applicable equipment and troubleshooting techniques,
- b. a thorough knowledge of hardware configuration and network connectivity,
- c. experience installing and configuring hardware
- d. experience in deploying workstations and servers.

The Department shall designate a Project Manager and a backup project manager from the beginning of project until all new systems are installed and fully operational.

The contractor will ensure that backup personnel are kept up to date with the project so that backup personnel can fill in if the primary personnel are not available.

All contract personnel must be highly skilled and have previous experience in the area of expertise they are assigned.

Contractor personnel assigned to the project may not be reassigned by the contractor to other projects without the written approval of the Department. Contractor personnel assigned to the project may not be reassigned by the Department to other projects without the written approval of the contractor.

Contractor personnel assigned to the project shall generally work eight (8) hours each day, Monday through Friday. Actual hours of work each day shall be determined by the Department's project manager and the contractor to ensure contractor personnel are on duty during the designated work time, usually from 8:00 a.m. to 5:00 p.m. As necessary and determined by the Department, contractor personnel may be required to work at night or on weekends to resolve problems severely affecting one or more steps within the project, or to implement the project within

the time period required by the Department. Such work at night or on weekends shall not be the routine method of operation.

If, in the Department's sole opinion, contractor personnel assigned to project do not exhibit the knowledge, skills, abilities, and other qualities necessary to ensure timely and successful completion of the projects, the contractor shall replace the individual(s) with a more qualified individual(s) within one month from receipt of such notification by the Department. Should the contractor wish to change the employees named in their proposal the Department must approve the proposed replacements.

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

4.4 SOFTWARE LICENSES/SERVICES AGREEMENT: All commercial off the shelf proprietary software acquired as a result of this negotiation will be furnished under the terms and conditions of the appropriate proposer's standard software licensing contract, subject to requirements of Florida Statutes.

4.5 DOCUMENTATION: One set of manufacturer/developer's hardware/software manuals must accompany each delivered system. In addition, an electronic set of all documentation shall be provided for the Department's systems developers.

4.6 ADDITIONAL SYSTEM REQUIREMENTS: The Department, at its discretion, may upon thirty (30) day written notice require that the Awarded Contractor provide additional complete systems or components to satisfy its operational needs. This could be in addition to the number of systems specified in this solicitation. Systems shall be offered at the original proposal price or current state government pricing, or at a negotiated price, whichever is lower. In addition, the Department reserves the right to move any and all equipment from one location to another in order to meet its operational requirements. The Awarded Contractor will be notified in writing, at least thirty (30) days prior to any changes required. During the term of the contract, additional offices may be added or existing offices closed.

4.7 SECURITY: Prospective Contractor must briefly describe their general security philosophy, posture, and approach to ensure optimal security protection would be achieved for the systems deployed as a result of this solicitation.

4.8 FUTURE IMPROVEMENTS: The Department may consider and negotiate improvement options during the term of the contract.

5.0 INSTRUCTIONS FOR PREPARING STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED

5.1 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.

5.2 LABELING: The face of the envelope or other container containing the SQSO shall be labeled as specified in Section 1.44 of this solicitation

5.3 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) to the Department as specified in the Calendar of Events (Section 2.1) of this solicitation.

5.4 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 2.1) 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. **SQSO's which arrive unsealed, unsigned, by telegram, telephone, email and/or facsimile transmission will not be accepted, they will be declared non-responsive, and they will not be scored.**

5.5 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.

5.6 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.

5.7 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.

5.8 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:

5.8.1 TRANSMITTAL LETTER: Identify the SQSO as "SQSO to the State of Florida Department of Highway Safety and Motor Vehicles, for the **ITN 024-12, Automated Driver License Testing System (ADLTS)**. 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.

5.8.2 INVITATION TO NEGOTIATE COVER SHEET: This form (page 1) must be properly completed and signed by the authorized representative of the responding firm.

5.8.3 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.

5.8.4 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, programming experience, information technology experience, and related experience.
- b. Submit a detailed and specific work plan that provides for a phased-in statewide implementation of all proposed sites by the dates specified in the Section 2.1 "Calendar of Events". 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.

5.8.5 REQUIREMENT OUTLINE: Respondent must address all subsections listed under Section 4. Respondent must label each subsection in Section 4 of the proposal with the name and number of the corresponding section and address each requirement in that section.

5.8.6 SOLUTION DESCRIPTION: Fully describe all products and services to be supplied, including all features and functions.

5.8.7 ADVERTISING, COST FOR TABLETS AND ENHANCEMENTS: Address plans for maintaining and enhancing the system during the balance of the contract term following installation and startup. Address any renewal periods as well. An advertising plan must be submitted with Prospective Contractor's response.

5.8.8 SMALL BUSINESS ENTERPRISE PARTICIPATION: The Department of Highway Safety and Motor Vehicles wishes to encourage award of the Contract, or subcontracting of portions of the Contract to, or purchase of goods and services from, State of Florida Small Business Enterprises (SBEs). Each Respondent must state whether or not they are an SBE, and if not, what percentage of the total Contract price will be spent with SBE firms who will be supplying them. The SBE participation claimed in the technical proposal must be substantiated in the price proposal. NOTE: Not all minority business enterprises are presently certified by the State of Florida. However, only certified minority business enterprises (SBEs) will be considered in evaluating this portion of a Respondent's proposal. A directory of SBEs is available for review on the Office of Supplier Diversity web page at <http://www.osd.dms.state.fl.us/dirhome.htm> . Respondents may also obtain information on SBEs by contacting:

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399-0950
Telephone (850) 487-0915
Fax: (850) 922-6852

6.0 EVALUATION OF SQSO

6.1 STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED:

(Maximum 150 points and a possible 15 bonus 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. Up to the top three (3) Scoring SQSO Proposals will move on to the negotiation phase of this ITN.

6.2 EXECUTIVE SUMMARY: (pass/fail) (ref. to 5.8.3)

6.3 PROJECT ORGANIZATION AND PLAN: (10 points, ref. to 5.8.4)

6.4 REQUIREMENT OUTLINE (maximum 120 points, ref. 4.2)

- a. Hardware/Software (maximum 25 points, ref. 4.2.1 and 4.2.2)
- b. System and System Integration (maximum 25 points, ref. 4.2.3)
- c. Data Storage and Reports (maximum 10 points, ref. 4.2.4)
- d. Backup and Recovery (maximum 10 points, ref. 4.2.5)
- e. Network (maximum 5 points, ref. 4.2.6)
- f. Testing (maximum 15 points, ref. 4.2.7, 4.2.8, 4.2.9 and 4.2.10)
- g. Training (maximum 5 points, ref. 4.2.11)
- h. Service and Maintenance (maximum 15 points, ref. 4.2.12)
- i. Security (maximum 10 points, ref. 4.7)

6.5 DESIGNATED PERSONNEL: (maximum 10 points, ref. 4.3)

6.6 BONUS FOR TABLET BASED SOLUTION AT NO COST: (15 points, ref. 3.2 and 4.1)

6.7 ADVERTISING PLAN: (10 points, ref. to 5.8.7 and 4.2.13)

6.8 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 1.6 of this solicitation.

7.0 INSTRUCTIONS FOR PREPARING PROPOSALS

7.1 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.

7.2 LABELING: The face of the envelope or other container containing the final offers shall be labeled as specified in Section 1.44 of this solicitation and shall be specified as either the Technical Proposal or the Price Proposal.

7.3 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 2.1) of this solicitation. Electronic technical proposal must be in Microsoft Word and the price proposal must be in Microsoft Excel.

7.4 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 2.1) 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. **Proposals which arrive unsealed, unsigned, by telegram, telephone, email and/or facsimile transmission will not be accepted, they will be declared non-responsive, and they will not be scored.**

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.8.1 TRANSMITTAL LETTER: Identify the proposal as "Proposal to the State of Florida Department of Highway Safety and Motor Vehicles, for the **ITN 024-12, Automated Driver License Testing System (ADLTS)**. 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.

7.8.2 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.

7.8.3 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, programming experience, data processing experience, and related experience.
- b. Submit a detailed and specific work plan that provides for a phased-in statewide implementation of all proposed sites by the dates specified in the Section 2.1 "Calendar of Events". 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.

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

7.8.5 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 are 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.

7.8.6 PROPOSAL BOND: Include the proposal bond referenced in Section 2.3 with the price proposal.

8.0 EVALUATION OF PROPOSALS

8.1 TECHNICAL PROPOSAL:

(maximum 200 points with 15 possible bonus 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 five-year contract period, evaluated as described in Section 8.19 of this solicitation.

8.2 EXECUTIVE SUMMARY: (pass/fail) (ref. to 7.8.2)

8.3 SYSTEM DEMONSTRATION:

(maximum 25 points)

- a. Reporting Structure (maximum 5 points)
- b. Features and ease of use (maximum 20 points)

8.4 PROJECT ORGANIZATION AND PLAN: (10 points, ref. to 5.8.4)

8.5 REQUIREMENT OUTLINE (maximum 120 points, ref. 4.2)

- a. Hardware/Software (maximum 25 points, ref. 4.2.1 and 4.2.2)
- b. System and System Integration (maximum 25 points, ref. 4.2.3)
- c. Data Storage and Reports (maximum 10 points, ref. 4.2.4)
- d. Backup and Recovery (maximum 10 points, ref. 4.2.5)
- e. Network (maximum 5 points, ref. 4.2.6)
- f. Testing (maximum 15 points, ref. 4.2.7, 4.2.8, 4.2.9 and 4.2.10)
- g. Training (maximum 5 points, ref. 4.2.11)
- h. Service and Maintenance (maximum 15 points, ref. 4.2.12)
- i. Security (maximum 10 points, ref. 4.7)

8.6 ADVERTISING PLAN: (10 points, ref. 4.2.13)

8.7 DESIGNATED PERSONNEL: (maximum 10 points, ref. 4.3)

8.8 BONUS FOR TABLET BASED SOLUTION AT NO COST: (15 points, ref. 3.2 and 4.1)

8.9 PRICE PROPOSAL: (maximum 25 points) Price will be evaluated by the present value methodology required by Section 287.0572, Florida Statutes, and Rule 60A-1.063, Florida Administrative Code, to determine the lowest cost proposal. The present value discount rate which will be used in the computations and evaluations is 5.49%. The lowest cost proposal will be awarded 25 points. Lowest total cost (LC) divided by proposal being considered (PC) times maximum points score (25) equals points awarded.

Formula: $LC/PC \times 25 = \text{Score}$.

No points are allocated to prices on the Supplemental Cost Sheet.

8.10 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 Demonstration 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 III.

8.11 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 1.6 of this solicitation.

9.0 PRICE PROPOSAL FORM

Tablet Cost A \$ _____

Cost to Third Party Administrators B \$ _____

Additional Features C \$ _____

Total Cost A+B+C = D \$ _____

Please utilize additional space in a word, excel or PDF format for pricing structure, if needed.

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

Complete and Sign below. Unsigned offers will not be considered.

As the person authorized to sign this statement, I certify that this firm complies with all requirements of ITN 024-12.

RESPONDENT: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP _____
AUTHORIZED SIGNATURE: _____
TITLE: _____

ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

PUR 1000

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**

Contents

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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 reprourement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT II

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

PUR 1001

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

<ul style="list-style-type: none"> 1. Definitions. 2. General Instructions. 3. Electronic Submission of Responses. 4. Terms and Conditions. 5. Questions. 6. Conflict of Interest. 7. Convicted Vendors. 8. Discriminatory Vendors. 9. Respondent's Representation and Authorization. 10. Manufacturer's Name and Approved Equivalents. 11. Performance Qualifications. 	<ul style="list-style-type: none"> 12. Public Opening. 13. Electronic Posting of Notice of Intended Award. 14. Firm Response. 15. Clarifications/Revisions. 16. Minor Irregularities/Right to Reject. 17. Contract Formation. 18. Contract Overlap. 19. Public Records. 20. Protests. 21. Limitation on Vendor Contact with Agency During Solicitation Period
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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://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.

ATTACHMENT III

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.

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

Authorized Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT IV
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 V

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 9.0), Certificate of Drug Free Workplace (Attachment III), Savings / Discount / Price Reduction (Attachment IV), 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. Faxed, emailed or late proposal responses are never accepted.

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

ATTACHMENT VI
FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES
CERTIFICATION OF SITE SURVEY

CERTIFICATION OF SITE SURVEY, ITN # _____

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FIRM NAME: _____

REPRESENTED BY: _____

DATE OF SURVEY: _____

On the above date, site was inspected and I am fully aware of entire scope of proposal.

Signature of Firm Representative

Site Survey Verified by: (DHSMV Representative) Printed Name _____

Signature: _____

AAMVA GUIDELINES FOR KNOWLEDGE AND SKILL TEST DEVELOPMENT

Revised 2006 to Support
Development of the Noncommercial
Model Driver Testing System



American Association of Motor Vehicle
Administrators
Version – March 2007

PREFACE

These guidelines were originally prepared by A. James McKnight on behalf of the Driver License Committee "Driver Testing Working Group" of the American Association of Motor Vehicle Administrators in 1997.

The guidelines were revised in May 2007 by Highway Safety Services, LLC to support the development and maintenance of the 2007 Noncommercial Model Driver Testing System (NMDTS) and to provide assistance to AAMVA and the Test Maintenance Subcommittee (TMS) in working with other organizations concerning proposals for additional language for the model driver manual and knowledge test item pool.

Additionally, these guidelines were developed to assist jurisdictions with the development and evaluation of their own test questions to support jurisdictional specific content and laws.

These guidelines served as the basis of the NMDTS developed by the AAMVA TMS and Highway Safety Services, LLC.

The NMDTS materials were pilot tested with cooperation from the Indiana University of Pennsylvania (IUP) – Highway Safety Center and Field Tested in the state of South Carolina (see NMDTS Final Report to AAMVA/NHTSA). Results of the Pilot and Field Studies were applied to the final version of the NMDTS materials.

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INTRODUCTION

This report provides guidance for the development and evaluation of tests to assess the knowledge and skills of applicants for a license to operate automobiles. It has been developed by the American Association of Motor Vehicle Administrators (AAMVA) as part of an attempt to help State licensing agencies achieve uniformly high quality in assessing the ability of driver license applicants to operate vehicles in a manner that assures the safety and mobility of the driving public.

The development and evaluation of driver license tests in the past has often been hampered by the inappropriate application of psychometric concepts and techniques. Psychometric testing is largely intended to measure constructs defined by tests themselves and validated in terms of their ability to predict future behavior. Driver license tests, on the other hand, attempt to measure knowledge and skills defined by motor vehicle agencies and are intended to serve as an incentive to applicants to acquire the skills, knowledge and attitudes needed for safe driving and as a means of making sure applicants possess the skills and knowledge needed before they are issued a license. The difference in the purpose of tests leads to substantial differences in the way the license tests and psychometric measures are developed and evaluated, differences that will be noted throughout the report.

The scope of the guidelines is limited to the initial licensing of drivers in general. It does not address the unique requirements of licensing for special vehicles such as trucks, buses, or motorcycles. Nor, does it attempt to accommodate drivers with specialized needs, such as drivers with disabilities, the aging/mature driver, frequent traffic offenders, or drinking drivers. Within the general driving population, the guidelines do address those whose language limitations interfere with their ability to acquire, or to demonstrate the possession of, the driving knowledge for which they are held responsible.

The body of these guidelines is divided into two sections, corresponding to the two types of abilities to be tested: knowledge and skill. The guidelines for *knowledge testing* cover both the written test and the driver manual from which test questions are drawn. The manual and test represent two essential elements of the knowledge testing process. Recommendations are also provided for administration of tests through automated processes and the special needs of testing drivers with limited reading ability. Guidelines for *skill testing* focus upon road tests, as they are the most common means of assessing driving skills within the licensing structure. However, guidelines are also provided for vehicle safety inspection testing, off-street testing and testing with the aid of simulation.

GUIDELINES FOR KNOWLEDGE TESTING

This section of the guidelines describes methods for assessing the knowledge of driver license applicants. Research has shown that a license testing program directed at critical knowledge requirements is capable of reducing the likelihood that drivers would be involved in accidents for which they are responsible.

The purpose in giving knowledge tests is to assure that driver license applicants possess the information required to operate vehicles in a way that is consistent with the safety and mobility of the public. Providing this assurance means not only assessing applicant knowledge through a written test, but providing a manual or means by which applicants can acquire that knowledge. The two elements of knowledge testing are equally important. These guidelines will address *knowledge requirements*, the *driver manual*, and the *written test*, as well as the special requirements of applicants with language limitations. The scope of the guidelines is confined to testing the knowledge of applicants for a Basic Driver's License. Other guidelines will deal with requirements of heavy vehicles and motorcycles, as well as the special needs of older drivers and drivers with disabilities.

KNOWLEDGE REQUIREMENTS

The development of both the driver manual and the written test derive from a common

source — the definition of the knowledge required to enable drivers to operate their vehicles in a way that is consistent with the safety and mobility of the motoring public. At one time, the content of driver manuals and knowledge tests was confined to laws and regulations governing motor vehicle operation. This restriction reflected the position that drivers could only be held accountable for knowing what was imposed upon them by law. However, it is now generally accepted that applicants can be held responsible for any knowledge that contributes to the safety and mobility of the public, so long as the necessary information is made available to them through the driver manual or some alternate source. Knowledge requirements include, in addition to laws and regulations, driving procedures, principles, facts, and concepts, including both those that *enable* drivers to operate their vehicles properly and those that *motivate* them to do so. A list of knowledge categories appears in the table on the following page. An initial set of knowledge requirements had been identified through earlier research involving a comprehensive analysis of driver tasks and their prioritization in terms of their criticality to traffic safety. This set of knowledge requirements was disseminated among State and Provisional license agencies for review and suggest additions, deletions, and revisions.

TABLE 1
KNOWLEDGE/SKILLS REQUIREMENTS

PRE/POST DRIVING**Trip Planning****Adjustments**

Seat Position
Mirrors

Occupant Protection

Safety belts
Air bags
Locked doors

Inspection

Vehicle walk around
Leaks
Tires
Lights
Turn signals
Windows and windshield
Wipers and washers
Heater and defroster
Horn
Indicator lights
Loose objects
Braking system
Steering system
Suspension system
Exhaust system
Engine

Cleaning

Windshields and windows
Mirrors
Lights

Securing Vehicle**VEHICLE CONTROL****Starting**

Starting procedure
Limited warm-up

Accelerating

On the flat
On upgrades
On slippery surfaces

Shifting (Manual Transmission)

Shift at proper speed/rpm
Coordinating clutch/acceleration

Steering

Hand position
Hand over hand
Hand to hand

Staying in Lane

Grasping wheel
Adjusting wheel to turn to speed and position
Fixate well ahead

Turning

Positioning for turn
Adjusting speed for turn
Turning wheel in relation to speed and path
Straightening wheel

Regulating Speed

Regulating accelerator to maintain speed
Observing speedometer
Keeping transmission in gear

Slowing/stopping

Anticipating stops
Applying brake
Easing brake at stop
Maintaining brake pressure when stopped
Stopping distance

Special Handling Characteristics**Backing**

Assuming proper body position
Observing through rear window
Coordinating clutch and accelerator
Turning wheel in relation to speed and path
Braking to a stop

RULES OF THE ROAD**Traffic Controls**

Traffic lights

Stop signs
Yield signs
No-turn signs
No enter signs
Crosswalks
Railroad crossing signs/lights
Human controls enforcement/highway personnel)
Work zone signs
Guide signs
Route number signs

Lane Control

Basic lane use
Passing
Reversible lanes
Reserved lanes (eg, HOV)
Shared left-turn lanes
Backing
Stopping
One-way
Lane drops, merges

Turns

General rules
Turn control signs
Turnabouts
U-turns
3 Point turns
Roundabouts and traffic circles

Right-of-Way

Yielding right-of-way
Intersections
Roundabouts and traffic circles
Pedestrians
Emergency vehicles
School buses

Vehicle restrictions**Parking Restrictions****VISUAL SEARCH****Maintaining Attention**

Maintaining general surveillance
Avoiding distraction

Search Ahead

- Distance
- Side-to-side

To the Side

- Intersections
- Crosswalks
- Railroad crossings
- Roadside activity
- Sight obstructions
- Merges/on-ramps

Over-the-Shoulder

- Lane change
- Merging

Mirrors

- Periodic scanning
- When slowing
- Changing lanes
- Merging
- Overtaken on downgrades

Headlight Use

- Use of high beams
- Dimming for vehicles
- Low beams for fog and rain
- Not retaliating
- Night driving

COMMUNICATION

Signaling Intentions

- Signaling turns
 - Nature
 - Timing
- Canceling signal
- Signaling slow/stop
- Uses hand signals when appropriate

Communicating Presence

- Headlights
- Horn
- Emergency flashers
- Signals (reflectors, flares)

ADJUSTING SPEED

Compliance with Limits

Adjusting to Traction

- Slick surfaces
- Curves
- Hydroplaning

Adjusting to Visibility

- Intersections
- Hills, curves
- Vehicles
- Weather
- Darkness
- Fog

Adjusting to Traffic

- Prevailing speed
- Entering traffic
- Leaving traffic
- Pulls over when required
- Emergency vehicles

Specific Hazards

- Maneuver limitations
- Roadside activity
- Path threats
- Pedestrian traffic
- Shopping areas
- Wildlife

POSITIONING VEHICLE

When Following

- Vehicles in general
- Specific vehicles
- Limited visibility
- Avoiding blind spot
- Slippery surfaces
- When carrying/towing heavy loads
- When followed

Passing Vehicles

- Gap acceptance (2-3 lane)
- Lateral separation

Crossing/entering

- Accepting proper gap
- Assuring clearance ahead
- Responding to turn signals
- Vision obstructed

When stopping/parking

- Selecting locations
- Vehicle orientation
- Keeping clearance
- Observes restrictions

HANDLING EMERGENCIES

Vehicle Failures

- Brake

Tire

- Power
- Accelerator
- Headlight
- Car Fire
- Engine Overheating
- Carbon Monoxide
- Poisoning

Collision Avoidance

- Quick stop
- Manual and ABS
- Quick turns
- Skid recovery
- Escape paths
- Pavement shoulder drop offs
- Rollovers

Accident procedures

- Scene control
- First aid
- Summoning help

SHARING THE ROAD

- Pedestrians
- Bicyclists
- Motorcycles and mopeds
- Emergency vehicles
- Commercial vehicles
- Public transportation
- Funeral processions
- Slow moving vehicles
- Work zones

SPECIAL DRIVING SITUATIONS

- Rural road driving
- Night driving
- Driving on flooded roadways
- Vehicle submerged underwater
- Winter driving
- Mountain driving
- Desert driving
- Driving in very hot weather
- Avoiding collisions with animals

DRIVER PREPARATION

Physical Fitness

- Vision checks
- Hearing checks
- General physical checks
- Treatment for illness/disability

Eating
 General
 During trips
 Exercise
 Feeling of motion
 Fatigue prevention

**Use of Alcohol and Other
 Drugs**

Limiting consumption
 Limit of driving
 Avoiding mixing

Driver Distractions

Cell phones
 Adjusting radio, CD or
 climate controls
 Adjusting or using
 GPS or navigation
 systems
 DVD players
 Dashboard control panel
 Grooming
 Talking to passengers
 Eating, drinking or
 smoking
 Reading
 Picking up something
 that fell
 Outside traffic/vehicle
 Police pulling someone
 over
 Sunlight/sunset
 People/objects in roadway
 Crash scene
 Road construction
 Reading billboards

Road Rage

Definition
 Signs of road rage
 What to do when
 a driver has road rage

Aggressive Driving

Definition
 Increase of aggressive
 driving
 Prevention
 What to do when a driver
 is aggressive

VEHICLE READINESS

Characteristics

Vehicle size
 Engine size

Drive train configuration

Displays (legibility)
 Controls (ease of
 reach, operation)
 Seats
 Trailers and towing

Safety Equipment

Passive restraints
 Mirrors
 Anti-lock brakes
 CB radio

**Inspection/Maintenance
 Servicing**

LICENSING

Types of licenses
 Organ donor

**HOW TO PREPARE FOR
 YOUR DRIVING TEST**

Pre-Trip vehicle safety
 inspection test
 Basic vehicle control
 skills test
 Road test

DRIVER MANUAL

Licensing authorities in all states and provinces need to provide applicants with a written source of the information required to meet the knowledge requirements specified in the preceding section. The driver manual defines what it is that drivers are expected to know and will be held responsible for knowing. These guidelines will address driver manual content, organization, and format.

Content — The subject matter of the driver manual should encompass, at the minimum, all of the knowledge requirements specified in the table above. In addition to content intended to benefit the safety and mobility of road users, other information may be included (e.g., licensing, driver services, organ donor program). Because the driver manual is so widely distributed to and read by the public, it serves as a valuable avenue of communication with the public. However, the inclusion of other topics should not compromise the ability of the manual to serve its primary function.

Organization — The driver manual is intended primarily to serve as a reference aid and should be organized in a manner that will facilitate access to the individual items of information on an as-needed basis. Such facilitation is achieved by use of: (1) relatively brief, self-contained sections, (2) headings that clearly identify the content of each section, and (3) a detailed subject index.

Format — The format of the driver manual should be designed to foster acquisition and retention of information.

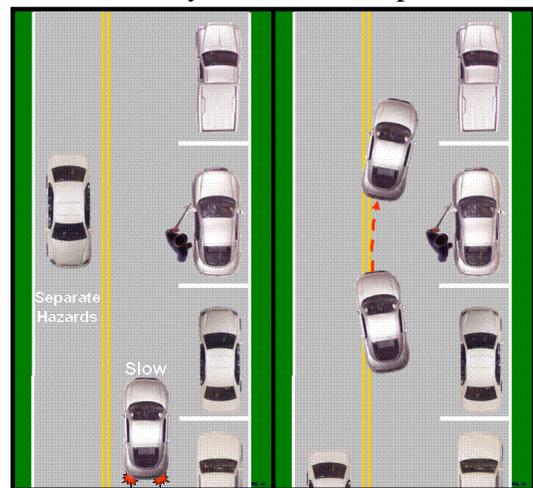
For doing so, it should make liberal use of:

- Short paragraphs
- Bulleted phrases
- Paragraph headings
- Highlighting of key words
- Practice questions

Reading Level — The information underlying proper vehicle operation is generally simple enough to be communicated at relatively low reading levels. The fifth- to sixth-grade reading level is considered optimum in communicating with the population of literate driver license applicants. The reading level of the entire manual should be checked before it is published. Available automated procedures for measuring reading levels may be applied quickly and inexpensively to computerized text.

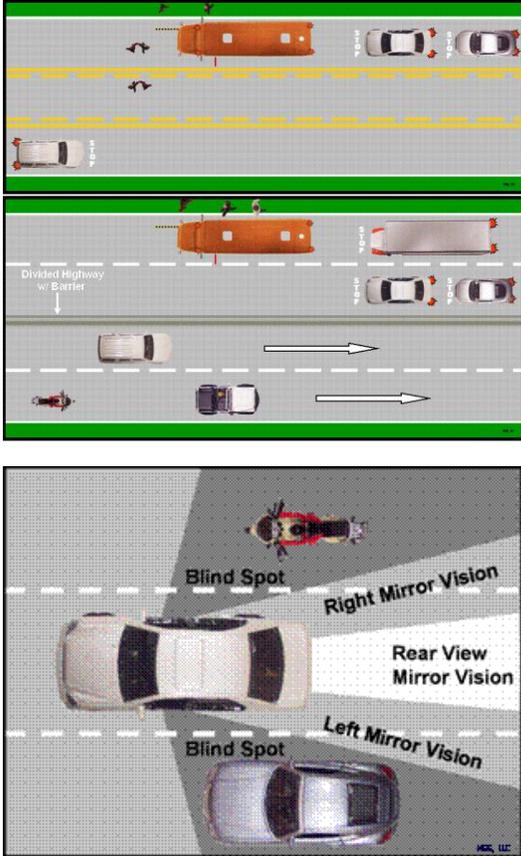
Visuals — Pictures, diagrams, and other graphic displays frequently communicate better and give a more lasting impression than text.

However, they tend to be expensive of



space and should only be employed where they provide a clear benefit. Their use for clearly ornamental

purposes is wasteful and can be deleterious wherever a limitation on the number of pages would force deletion of important content.



Practice Questions — The provision of practice test questions will enable applicants to assess their own knowledge and help those who are unfamiliar with the multiple-choice format to gain some experience in its use. It is best that practice questions not be drawn from the specific items making up the knowledge license test. To pass the test, applicants must study the whole manual, not just the practice test questions.

KNOWLEDGE TESTS

The primary purpose of a knowledge test in driver licensing is to assure the applicant's possession of the information needed to

drive safely. It fulfills this purpose by (1) providing an incentive to applicants to secure from the driver manual the information needed to pass the test, and (2) furnishing a means by which applicants can demonstrate their possession of information.

Test Construction

The construction of knowledge tests will be discussed in terms of (1) content, format and wording of items, (2) scoring standards, and (3) alternate forms.

Content of Knowledge Tests

The knowledge test can only measure a *sample* of what applicants know. However, if the sample of items is sufficiently large, and represents the full-range knowledge requirements, the test will provide a reliable estimate of what applicants know about the subjects that make up the manual.

The content of test items should be drawn directly from the driver license manual. If the manual has been designed to fulfill the knowledge requirements that underlie safe driving, the test will also be designed to fulfill the requirements. Selecting test content directly from the manual also guarantees that the applicant will have had an opportunity to master it. To the fullest extent possible, the test items should be drawn from across all sections of the manual so that applicants know that any item of information found in the manual may appear in the test. Wording items in the same manner as the text will help examiners demonstrate to applicants that the item did indeed come from the manual.

Item Format

The multiple-choice-type of item offers the only practical means for testing large numbers of license applicants uniformly and objectively within the resources generally available to licensing agencies. True/false questions should never be used in a licensing test. The following considerations should guide the design of multiple-choice-type format:

Content of alternatives — All of the alternative responses to an individual item should address the same piece of information and attempt to assess whether the applicants possess *that* information. If the various choices address different topics, there is no way of determining from responses what it is that an applicant does and does not know.

Correct and incorrect answers — Each item should have only one correct answer; the rest should be clearly incorrect. Applicants should not be required to judge degrees of correctness (which is the "most correct" answer).

Number of alternatives — Generally speaking, the greater the number of alternative responses, the smaller the chance of guessing the correct answer. However, the situation applies only where all alternatives are plausible. In driver license exams, it may be difficult to develop more than three alternatives that are plausible. Adding a fourth alternative that nobody chooses makes a test longer without making it better.

True-False — The true-false format should be avoided owing to (1) the relatively high probability of guessing

the correct answer, and (2) differences in the interpretation of "true" and "false". Knowledgeable applicants are often scored incorrect because they know of exceptions to what are scored on the test as true statements.

Position of correct answer — The position of the correct answer in the series of alternatives should be decided by chance in order to prevent applicants from benefiting from systematic patterns, such as a tendency to put the correct answer in the middle of the series.

Sequence of alternatives — Where alternatives follow a numerical or otherwise logical sequence, they should appear in that sequence on the test. To preserve the sequence, the alternative responses may have to be selected after the position of the correct alternative has been decided by chance.

Wording of Items

Items should be worded to maximize the likelihood that applicants who know the answer will answer the item correctly and those who do not know it will answer incorrectly (validity). In order to achieve this objective, the following should be avoided:

Complex words or phrases — The test should measure driving knowledge, not verbal skill.

"All of The Above" — In this type of question, all of the alternatives are actually correct. Applicants may read no further than the first alternative. The same hold true for both "x" and "y" are correct.

"None of The Above" — In those cases where this is the correct response, there is no way to determine whether an applicant knows what the correct answer truly is.

Legalese — What is written by and for lawyers is not necessarily understood by the public. Avoid legal terms and direct excerpts from the motor vehicle code. If the wording is taken directly from the manual, this will not be a problem.

Use of the negative form — A question that starts "Which of the following is **not**..." requires applicants to search for an incorrect answer. Knowledgeable applicants frequently forget this and choose the correct answer.

Inconsistent alternatives — Inconsistencies that attract attention to a particular alternative should be avoided, examples being alternatives that are substantially longer than others, use of attractive words such as "safely," or including a rationale for incorrect answers to make them appear more plausible.

Licensing authorities should make every effort to prevent applicants from passing the test simply by memorizing the answers to a limited number of test questions. The best means of achieving this objective is by drawing from such a large pool of test items that anything appearing in the driver manual may show up on the test. The availability of a large test item pool permits development of many alternative forms and, with computer testing, generation of a virtually unique test for each applicant. These

practices prevent applicants from gaining high scores simply because they have taken the test before.

Knowledge Domains

The larger set of test questions should be drawn from the smaller set of knowledge domains. Test questions are divided into subsets of similar topic areas of knowledge domains. Using the list from Table 1 the following demonstrates the categorization of knowledge areas into a smaller subset of knowledge domains from which questions can be drawn.

TABLE 2 KNOWLEDGE DOMAINS

PRE/POST DRIVING

- Trip Planning
- Adjustments
- Occupant Protection
- Inspection
- Cleaning
- Securing Vehicle

VEHICLE CONTROL

- Starting
- Accelerating
- Shifting (Manual Transmission)
- Steering
- Staying in Lane
- Turning
- Regulating Speed
- Slowing/stopping
- Special Handling
 - Characteristics
- Backing

RULES OF THE ROAD

- Traffic Controls
- Lane Control
- Turns
- Right-of-Way
- Vehicle restrictions
- Parking Restrictions

VISUAL SEARCH

- Maintaining Attention
- Search Ahead
- To the Side
- Over-the-Shoulder
- Mirrors
- Headlight Use

COMMUNICATION

- Signaling Intentions
- Communicating Presence

ADJUSTING SPEED

- Compliance with Limits
- Adjusting to Traction
- Adjusting to Visibility
- Adjusting to Traffic
- Specific Hazards

POSITIONING VEHICLE

- When Following
- Passing Vehicles
- Crossing/entering
- When stopping/parking

HANDLING EMERGENCIES

- Vehicle Failures
- Collision Avoidance
- Accident procedures

SHARING THE ROAD

SPECIAL DRIVING SITUATIONS

DRIVER PREPARATION

- Physical Fitness
- Use of Alcohol and Other Drugs
- Driver Distractions
- Road Rage
- Aggressive Driving

VEHICLE READINESS

- Characteristics
- Drive train configuration
- Safety Equipment
- Inspection/Maintenance
- Servicing

LICENSING

HOW TO PREPARE FOR YOUR DRIVING TEST

Scoring Standards

Individual States will decide the number or proportion of test items that must be answered correctly in order for the applicant to pass the test. Scoring standards should have relatively little effect upon licensing since almost all applicants will eventually and ultimately pass. What they can influence is the knowledge levels of the licensed population; the higher the standard, the more people will know.

High Standards – Fear of burdensome re-testing has encouraged some administrators to accept relatively low scoring standards; the idea that 75% is passing has a long history in education. A number of considerations encourage higher standards, such as 90%, for the driver license test.

- Most of those taking the knowledge test are new drivers, lacking the skill and road savvy that comes with experience. For such a population, a high standard can be justified.
- The content of the test is bounded by the content of a manual that can be mastered in a few hours of preparation. Being informed of the scoring standards in advance will encourage the preparation needed to pass the first time.
- A test is not completely accurate in measuring what applicants know. On a test with a 90% scoring standard, many applicants will pass the test knowing less than 90% of the information from which test items were drawn.

Differential standards — Recognizing that certain items of information are

more critical to proper operation than others, agencies may wish to set differential standards, requiring close to a 100% for a subset of items in which lack of information poses a clear threat to the public safety e.g., traffic signs and lights or right-of-way laws, and a 90% standard for most other items.



Improving applicant performance — Where an unacceptably high proportion of applicants fail to meet established passing standards, efforts should be undertaken to seek improvements in applicant knowledge and/or test procedure rather than lowering the test standards. Such improvements may include the following steps:

- Examining individual items to identify the specific items that are causing trouble,
- Revising the test to clarify any ambiguous questions and eliminate unnecessarily fine distinctions, and
- Revising the treatment of the corresponding subject matter in the driver manual where the test items appear valid, giving it greater visibility and/or improving the effectiveness of communication.

Alternate Test Forms

Alternate forms of the knowledge test should be available for administration as retests, thus minimizing the chance of an applicant's being able to answer questions

correctly because of previous exposure to the same questions on an earlier test administration. Development of alternate forms should adhere to the following:

Representative sampling — Each alternate test form should sample representatively across all knowledge categories or domains, in order to provide the best possible estimate of an applicant's total knowledge.

Independence of forms — The questions making up the various alternate test forms should assess different items of information, not simply the same information with different wording. Getting a second chance to answer the same questions does not show what the applicant knows about driving. If it is absolutely necessary to test for the same information on more than one form, at least the incorrect alternatives should be different.

Equality of forms — All test forms should have the same level of difficulty, as indicated by the mean proportion of items answered correctly. Equality may be achieved either by allocating individual items to forms on the basis of their difficulty level or through the use of norms that render the forms statistically equal.

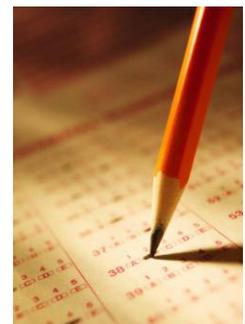
Item independence — The various items appearing on any one form must be independent of one another. No question should be capable of being answered correctly solely on the basis of information supplied by another item appearing on the same form.

Re-testing — Since re-administration of the same test form may yield a spuriously high estimate of applicant knowledge, the chances of such occurring should be minimized by (1) keeping a record of the first to assure use of an alternate form on retest, or (2) having such a large number of alternative forms available that the chances of getting the same form twice are extremely small.

Computer generated tests — One means of meeting the requirements just described is by having the entire item pool stored in computers and individual items selected at random for each applicant. While automated testing obviously lends itself to such an approach, computers can print out copies for paper and pencil testing. The possible number of test "forms" would be extremely large. With a large enough item pool and adequate test length, individual forms would be representative and equal in overall difficulty. The selection of items can be programmed to assure these conditions prevail and to prevent the answers to one item appearing in the stem of another question.

Item Analysis

As a part of test development, item analyses should be carried out on each question and form of the test as a means of identifying deficient items. Each form should be administered to a



representative sample of no less than 100 applicants before and after reading the driver

manual. Items should be analyzed for response frequencies and item-test relationships.

Response frequencies — The proportion of applicants answering each item correctly should be examined as clues to possible deficiencies in the wording of items.

- Items with extremely low post-test pass rates and those showing little pre-post improvement should be examined to make sure they are not misleading in some way. On the other hand, if the percent choosing the correct answer is close to 100%, wording should be examined to make sure that the correct answer is not being given away.
- The proportion of applicants picking each *distracter* (incorrect alternative) should also be examined. Incorrect alternatives that are never chosen should be examined closely to see if they lack plausibility.
- It is common psychometric practice to seek items with close to a 50% pass rate in order to maximize test variance and potential correlation with other variables. However, while controlling item difficulty is an acceptable practice where the variable being measured is a hypothetical construct defined by the test itself, license test items are drawn from a defined body of content and pass-fail rates are what they turn out to be.

Item-test relationships — The relationship between performance on each item and total test score should be examined through the use of item-test statistics. Since all of the questions on the test came from the same source — the driver manual — applicants

who do well on the test in general should also do well on each individual item. A weak item-test relationship suggests that something in the wording may be causing knowledgeable applicants to reject what is supposed to be the correct answer, or pick an alternative that also happens to be correct.

The most common measure of item-test relationship is the item test correlation. Two shortcomings of a simple correlation coefficient in this application are (1) the difficulty in determining just how much of a relationship is due to the spurious effect of the item on total score and (2) the inability to detect which alternative is causing the trouble. A more informative technique is to compute the mean total score for the applicants selecting each of the alternative responses, subtracting "1.0" from the mean for the correct alternative to remove the effect of that item on the total score. A distracter having a higher mean score than the correct answer is a potential trouble source.

Use of item analysis – Where item analyses identify deficient items, every effort should be made to discover and remedy the deficiency. Wording of the items should be examined and individual alternatives identified and rewritten. Generally, where the mean score of applicants picking a particular incorrect answer is higher than the score for those picking the correct answer, that alternative is likely to be the source of the problem. More often than not, something in the wording of that item is misleading knowledgeable examinees. Corresponding sections of the driver manual should also be scrutinized for messages that might be unclear. However, no item should be deleted from a criterion-referenced measure such as a license test purely on the

basis of item analysis results; the content of the knowledge test should be based upon what drivers need to know, not item statistics. Not every piece of information lends itself to the multiple choice format and some items will prove unsalvageable. However, exclusion should not be based upon the results of item analysis alone.

Test Administration

The way in which knowledge tests are administered can strongly influence their effectiveness in assuring the safety of drivers.

Feedback to Applicants

Time permitting, applicants can be apprised of their errors, informed of the correct answer and told where the information may be found in the driver manual. Where applicants have failed a test, this form of feedback may enhance the credibility of the test and prevent protests.

While providing correct answers also serves as a learning function, the benefits are relatively small since the questions with which applicants are confronted on any one test constitute a small portion of the total information for which they are held responsible. While applicants should be informed of their errors, they should be advised that these errors are indicative of wider information deficiencies that can only be remedied by studying the entire driver manual.

Scheduling Re-tests

Applicants who clearly fail the knowledge test should be required to wait at least a day before being re-tested. Some applicants may seek an immediate retest in the mistaken belief that they can pass simply by looking

up answers to the questions they missed, an unlikely event where alternate forms are administered. Requiring a day's wait provides applicants an opportunity to restudy the manual in its entirety and thus prepare for any test form they might receive.

Test Security

Licensing authorities should make every effort to prevent copies of questions from falling in the hands of license applicants outside of the test situation. If applicants are permitted to take completed tests with them, the practice in some jurisdictions, all forms of the test will soon be in the hands of the applicant population, allowing the knowledge test to be passed simply by memorizing the answers to each test. If the tests addressed every item of information applicants were expected to know, such a practice would be acceptable. However, this is not the case since available questions rarely cover every item of information in a manual. The use of automated testing greatly enhances test security.

Evaluating Knowledge Tests

Any knowledge test must be evaluated against the purpose it serves. The purpose of a driving knowledge test in licensing is to foster safe operation of automobiles by assuring that drivers possess the knowledge needed to drive safely. It attempts to accomplish this by creating an incentive to secure the requisite information from the driver manual or other sources, and assessing the extent to which the information has been learned. Evaluation of a driving knowledge test includes measures of reliability, validity, and effectiveness. Stated briefly, *reliability* of a knowledge test is the extent to which each administration of the test estimates a person's possession of

the body of knowledge that defines the content of the test, *validity* is the extent to which the content of the test truly measures knowledge of safe driving, and *effectiveness* is the extent to which the testing process achieves the objective for which it takes place.

As noted in the introduction, inappropriate application of concepts and techniques borrowed from psychological measurement has hampered the evaluation of driver license tests. Differences between psychometric and license tests based on the reliability, validity and effectiveness are evaluated and will be highlighted in the following discussion.

Test Reliability

The reliability of a knowledge test used in driver licensing is the extent to which it accurately estimates the body of knowledge that defines the scope of the test. The questions that make up a license test constitute a small sample of what it is that drivers are expected to know. If the sample does not give a reliable estimate of an applicant's overall knowledge, the test may fail many applicants who really know enough to pass while passing many applicants who do not. The fact that a driving knowledge test has high reliability doesn't mean that the knowledge being measured has anything to do with safe driving; that is validity. However, if the sample of knowledge making up the test does not provide a reliable measure of what a driver knows, it cannot possibly measure knowledge of safe driving.

Estimating test reliability

The reliability of knowledge tests, like that of any measurement process, can be

estimated by comparing the results obtained from different samples of what is being measured. If the various items making up a test are accurately sampling what a person knows, then scores on individual items and groups of items should give similar results. The larger the sample of questions, the more similar the results should be and the more reliable the estimate of knowledge. If different samples give widely differing results then the score individual applicants receive will depend more upon which questions they were asked than on how much they know.

Use of alternate forms – The reliability of the entire test can be assessed where alternate forms of the test are available. If each form provides an accurate measure of total knowledge, then scores on alternate forms should correlate highly with one another. Reliability can be estimated by having a group of applicants take all forms of the test and comparing test results across the different forms.

Split-half measures – Where alternate forms are not available, reliability may be estimated by comparing scores obtained from items making up one half of the test with scores from the other half and statistically projecting the reliability of the entire test. The most commonly used procedure for doing this is the Spearman-Brown Prophecy formula. In estimating “split-half” reliability it's best to compare odd numbered items with even numbered items, rather than the first and second halves of the test, in order to equalize the content of the two halves should the items follow any ordered sequence.

Item-test relationships – Kuder-Richardson formula 20 estimates the internal

consistency of a test by adding individual item variances (the proportion passing times the proportion failing an item) and subtracting the sum from total test variance to furnish the covariance among items. The KR-20 formula is easily applied with available computer programs and saves both the labor and possible bias involved in splitting a test in half.

Expressing reliability – The most common way of expressing reliability is the product-moment correlation between forms or halves of a test. However, limitation of correlation is its sensitivity to test variance; the lower the variance of any two measures being correlated the lower will be the correlation. Once a license test is in use, if the manual is successful in ensuring all applicants possess all or almost all of its content, variance of test scores could become restricted to the point that correlations among test forms are quite low even though the tests might be estimating knowledge very reliably. The interpretation of correlation must take test variance into account. An alternative expression of reliability is the *standard error of measurement*, which provides an estimate of how accurately scores on the test estimates total knowledge. On a test with a standard error of measurement of $\pm 5\%$, an applicant's score will come with 5% of what the applicant knows about two-thirds of the time. The advantage of using standard error of measurement is that it is relatively unaffected by test variance and its meaning is easily understood.

Test equivalence – Various forms of tests may correlate highly with one another, so that people who score the highest on one form also do the same on others, and yet vary in difficulty of the items so as to yield differences in average scores, or in the range

of scores. While this type of error can be overcome by converting raw scores to percentiles or standard scores, it is more conveniently avoided by assigning items to forms in a way that will make the different forms approximately equal in difficulty and variance to begin with.

Test length and reliability – The most direct way of achieving acceptable reliability is by assuring that the number of items making up each form of the test is large enough to provide reliable samples of what applicants know. A direct way of finding out how large a test must be is by giving the full set of questions available to a group of drivers and seeing what happens to the correlation and standard error of measurement when the items are divided among more and therefore shorter test forms. Where the correlations begin to drop off and the standard error begins to rise provides a clue to minimum acceptable test length. While there's no fixed number of items for a reliable knowledge test, somewhere in the neighborhood of 40 - 50 items are usually needed for a reliable result.

Test Validity

The validity of any test is a function of the extent to which it measures what it claims to measure. Thus, the validity of a driver licensing test is a measure of how well the test indicates that the applicant knows how to be a safe driver. There are a number of means by which the validity of tests is assessed.

Content validity

The form of validity most appropriate, *content* validity is the extent to which the test truly assesses an applicant's knowledge with respect to a defined body of

informational content. Thus, a licensing test for drivers has *content validity* if the test is related to the knowledge or skills necessary for safe operation of the vehicle.

Discriminant validity

A test is also considered to be valid if highly experienced drivers generally score higher on the test than do novice drivers. This is called *discriminant validity*.

Source of content – In most states, the documented record of what drivers are expected to know is the driver manual. However, the content of the test as a measure of what it takes to drive safely depends upon the source of the content itself. The knowledge requirements specified earlier were derived from a systematic analysis of driving tasks and an evaluation of their criticality to driving safety. A test based upon these requirements would be content valid to the extent that the task analytic process yielded an accurate picture of what drivers must do, and inferences as to the knowledge underlying them were accurate. Until a more systematic process produces a different outcome, the test offers as much content validity as is currently possible.

Public acceptance or face validity – To the public taking a knowledge test for licensing, content validity is defined practically by the content of the manual they used in order to prepare for the test. This definition becomes apparent when examiners are called upon to justify questions to applicants who answer them incorrectly. When asked "show me where it says that!" the ability to point to page and paragraph becomes a practical measure of validity. Content validity can be enhanced by seeing to it that items are drawn from the full range of information defining

manual content and are expressed in largely the same terms as are used in the manual.

Predictive validity

If knowledge plays a part in preventing accidents, then the most knowledgeable drivers should have the fewest accidents. The validity of driving knowledge tests has often been assessed by correlating test scores with indices of subsequent driving to see how well the scores predict who will have accidents, violations or others indices of unsafe driving. However, predictive validity is less than appropriate for the evaluation of driver knowledge tests in a licensing application for three reasons:

- *Multiple causation* – A serious obstacle to the use of correlation in evaluation measures is that the knowledge measured is among a large number of influences upon driving behavior and therefore upon accidents. Many variables have a much stronger influence upon driving than knowledge and can easily conceal its effect. For example, if drivers with high scores happened to drive more than those with low scores, they could show larger numbers of accidents. Some of the influences such as annual mileage, age, gender or education, can be controlled statistically, at least to some extent. However, many of these confounding influences cannot be measured or even estimated because the effects of knowledge can be difficult if not impossible to isolate.
- *Restriction in variance* – The fact that applicants must pass the license test before being allowed to drive means that the variance of scores achieved by licensed drivers is necessarily limited. If a driving knowledge test were totally

effective in leading to the acquisition of knowledge everyone would ultimately score 100% on it, test variance would be zero as would be the correlation of scores with accidents, or anything else. In practice there is little chance that all license applicants will answer all items correctly on any test. However, the restriction in range of scores for those passing the test compounds the problem of multiple causation, further complicating the assessment of tests.

- *Purpose of tests* – As noted in the Introduction, the primary purpose of a driver knowledge test in licensing is not to predict future driving but to improve it by inducing license applicants to acquire the requisite knowledge and to assure that they possess it before they are allowed to drive. It is a quality control measure, functioning in the same manner as a final exam in a school course. The correlation between test score and behavior does not necessarily reflect its ability to change behavior. Evaluating the *effectiveness* of a knowledge test in improving driving safety is an experimental rather than a process of correlation and will be addressed in the next section.

Using prior driving records as a validation criterion avoids the restriction in variance that results from the use of test results for licensing purposes, but not the lack of control over confounding influences. Nor could prior driving records be used to validate tests for novice drivers, who have no such records.

Effectiveness of Knowledge Testing

As noted in the previous section, one way in which a knowledge test is expected to

contribute to safe driving is not so much by predicting who will be unsafe drivers but by creating an incentive for them to acquire the knowledge needed to drive safely. The test, manual, and other sources of information form a process that can be evaluated for its effectiveness in helping to assure the safety of new drivers. To assess effectiveness in absolute terms would require having a group of drivers be licensed without having to take the test, and comparing their safety with that of drivers required to take the test. No state has been willing yet to allow novice drivers to operate vehicles without some test of their knowledge in order to conduct such an assessment.

The effectiveness of *improvements* in a manual and test can be assessed by assigning the old and new items at random to large samples of drivers and comparing their subsequent accident and violation records. Several studies have found improvements in license manuals and tests for operators of automobiles and motorcycles associated with lower accident rates. Given the relatively small influence that pure knowledge plays in accident causation, and the many sources of information available to drivers, the effects of improved manuals and tests is expected to be small. The small expense of the licensing process relative to the costs of accidents makes even small improvements in safety highly cost-beneficial. However, the degree of experimental control and the large samples of drivers needed to detect small effects complicates the evaluation of effectiveness.

The complications of distributing different manuals and tests to individual applicants on a random basis, making sure each applicant is tested on the appropriate materials are very great, making control at the level of

individual applicants difficult to achieve, although it has been done in several evaluations of license manuals and tests. An alternative is to assign branch offices at random to alternative manuals and tests, following up the subsequent accident and violation records of drivers tested at each location. Control over differences among locations could be achieved by comparing *change* in accident/violation rates for locations in which new manuals and tests were introduced with change (or lack of it) for locations retaining to the original manual.

Experimental evaluation involving control groups involves ethical and legal concerns as well as those of a scientific nature. The fact that the control group is deprived of a process that might reduce its risk of death, injury, or property damage could expose those conducting the evaluation to liability for such consequences. An acceptable defense is that the benefit of the process is unknown prior to the experiment and those in the control group are not being denied anything of proven value. Indeed, the experimental process might prove to be detrimental. The only time that agencies have been considered liable for the negative consequences of control group assignment is when the experiment has been allowed to continue beyond the point that such consequences were known. However, further protection is offered by asking drivers for consent to become part of an experiment, allowing those with objections to opt out. Only those giving informed consent would become part of the experiment and randomly assigned to new versus existing manuals and tests.

Automated Testing

Electrical and electronic devices have been

developed and widely used to automate the administration of knowledge tests. While a wide



range of automated devices are available, almost all display test questions on a screen and require responses to be registered through some mechanical device. Two basic methods of displaying questions are through *computer-generated images* and through *video images* stored on computer-controlled CD-ROM, DVD, videodisc or videocassette players. Automation offers a number of potential advantages over written testing:

Processing — An advantage of automated testing is reducing the labor associated with scoring tests. Since scoring of written tests generally requires only seconds, the labor saved is limited. However, the same automation also permits results of testing to be entered into driver records and stored for statistical purposes. There also exists the possibility of using the same computer-controlled displays to test visual acuity and other visual functions, and even allowing some applicants to enter identifying and personal history information directly into the driver license file.

Feedback — Automation allows applicants to be given correct answers after they have responded and their answers have been recorded. While informational feedback contributes to the acquisition of knowledge, the size of the contribution is minimal. Since the items of a knowledge test comprise but a small sample of what drivers are supposed to know, filling in the specific information gaps revealed by any one test administration is but a small step toward overcoming the full range of knowledge deficiencies. Probably the greatest value of

feedback is relieving examiners of the need to explain and justify answers to applicants who fail the test and ask to review their results, an activity that can be more demanding of an examiners time than scoring the tests.

Individualization — Automation allows different sets of test items for individual applicants. The advantage of such individualization is two-fold. First, it prevents applicants from knowing in advance the specific set of items on which they will be tested, thereby rendering the test largely cheat-proof. Second, it allows the use of "adaptive" sequencing in which the order of items is determined by applicant performance, applicants need not complete the entire test if the responses to the first questions make it probable in passing the entire test close to 100%. The time saved frees up the test equipment for other applicants, thereby making a more efficient use of the equipment. The test could also be terminated as soon as they get enough incorrect answers wrong, although public relations considerations may dictate, allowing them to complete the entire test.

Imagery — The electronics of most automated equipment allows detailed static and dynamic images to be displayed in full color relatively inexpensively. This capability is particularly valuable in presenting information concerned with driving. Questions about driving situations can be presented in the same way they occur on the road, allowing complex situations to be addressed without placing demands on verbal skills. If applicants know what to do in actual driving situations they will be able to answer questions correctly, a requirement for valid testing that often cannot be achieved through written knowledge tests.

SPECIAL APPLICANT CATEGORIES

The requirements that have been described to this point apply to Basic Driver's License applicants in general. Additional requirements are created by the needs of *reading-limited* and *foreign-speaking* applicants.

Reading-Limited Applicants

License applicants may possess the fundamental abilities needed to operate a motor vehicle safely and yet be unable to pass a driver knowledge test due to (1) inability to read a driver manual and acquire the information needed to pass the test, and/or (2) inability to understand written test questions well enough to pass a driver knowledge test even when they possess the requisite knowledge. This section will address the special needs of applicants whose language limitations are such that their needs cannot be met through the driver manual or driver knowledge test.

Providing Information to the Reading-Limited

Applicants who are unable to read at a fifth or sixth-grade reading level do not have a source of information available to them, which is needed to meet knowledge requirements like literate applicants are provided. While some reading-limited applicants are able to meet knowledge requirements with the aid of friends or instructors, others either drive unlicensed or manage to pass tests and obtain licenses without really meeting knowledge requirements. Providing reading-limited applicants some way of acquiring information not only eases the burden upon applicants but helps to assure the safety and mobility of the public. Two alternative

methods of providing information that have been used effectively with reading-limited applicants are audio and video presentations.

Audio presentations — The information needed to fulfill knowledge requirements can be recorded on audio cassettes that can be loaned, rented, or sold to applicants for auditory delivery of information along with printed materials to present pictorial and other content that cannot be adequately communicated through the spoken word.

The audio and print material must be designed specifically to meet the needs of reading-limited applicants. Simply reading the text of the driver manual into a cassette will not suffice. Effective learning and retention will require modification of language and sentence structure, integration of the audio and visual presentations, and provision for review and self-testing. The assistance of specialists in teaching the reading-limited should be engaged in preparing cassettes.

Video presentations — With the widespread availability of videocassette recorders in homes and libraries, video offers a practical and effective means of communicating to the reading-limited. The increased availability of personal computers opens up the use of DVD, CD-ROM and Internet, media that not only handles visual information but allow interactive forms of instruction to accommodate individual differences in learning and provide for self-testing to help assure learning. However this medium is not well suited to the use of sound at the present time because the inability to read is often symptomatic of difficulty in handling verbal symbols at all, whether written or spoken, the

ability of video to communicate driving-related information in graphic and dynamic form enhances its ability to communicate. Video cassettes and CD-ROM disks may be loaned or rented to applicants, and made available through schools and rental outlets. The availability of a video version of the driver manual has been shown to yield large and significant increases in knowledge levels of reading-limited applicants.

Testing Reading-Limited Applicants

License applicants whose reading limitations place them under a handicap when taking a written test should be provided an alternative mode of testing that will yield an accurate estimate of their knowledge despite their limitations. Such alternatives include oral tests, pictorial tests, and audio-visual tests.

Oral Tests — Reading-limited applicants may have the written test read to them by an examiner, who also registers their selection of answers. However, there are several drawbacks to oral testing: (1) the spoken word is incapable of handling questions dealing with highly visual content, such as signs and signals, (2) even where reading-limited applicants are able to understand questions, an oral test still places them under a handicap in that they are unable to weight the alternative responses simultaneously in selecting among them, (3) the oral testing process can be influenced by the examiners, who are known to provide aid that is unavailable to an applicant taking a written test, and (4) oral testing is extremely labor-intensive and therefore an order of magnitude more costly than administration of written tests. For these reasons, simple oral testing is not recommended as a means

of examining reading-limited applicants. Where it is employed, the pass-fail rates of individual examiners should be reviewed periodically to identify those whose averages deviate sharply from others in the same office.

Pictorial Tests — The handicap imposed by the inability of oral examiners to view and review alternative responses simultaneously can be overcome through pictorial representations of each alternative. While each alternative must still be read to the applicant, the pictorials serve as stand-ins for test text. Applicants can consider the alternatives at length and point to the correct answer in order to register their selection. As with written tests, alternative forms of the pictorial tests must be available in order to keep applicants from passing tests by memorizing answers rather than learning the material. While it overcomes one limitation of oral testing, use of the pictorial test is still very labor-intensive and highly subjective. If licensing agencies are willing to abide the cost, the pictorial oral test is acceptable so long as examiners administer it objectively. The pass-fail rates of individual examiners should still be reviewed periodically.

Audiovisual Tests — The addition of sound to automated testing provides a means of testing reading-limited applicants. Present day DVD, CD-ROM, videodisc and videocassette technology allow questions to be presented objectively and understandably in audiovisual form. Moreover, the ability of the visual presentation to display motion helps overcome any limitations of applicants in their ability to infer motion from the spoken word or from still pictures. Because the system is entirely automated, it (1) renders oral tests as objective as written tests, and (2) virtually eliminates the

personnel costs of oral testing. An effective audiovisual test possesses the following characteristics:

Presentation of questions — The question and alternative answers can be displayed serially on a video display terminal, after which all alternatives can be displayed simultaneously in split-screen form. As the narrative for each alternative response is repeated, the corresponding frame can be highlighted in order to assist applicants in associating answers with corresponding frames. Where the visuals involve motion, the split-screen presentation should select key frames that clearly distinguish one alternative answer from another.

Registering answers — Applicants may register their answer either through a special answer pad or by touching a touch-sensitive screen. The latter, although the more expensive approach, is easier for applicants to understand and minimizes errors in registering responses.

Question review — Applicants must be given an opportunity to review the question and alternative answers, just as a literate applicant can do on a written test. This can be handled by providing the applicant a means of repeating the question as desired. The number of repetitions should be limited in order to prevent applicants from tying up the equipment for long periods of time while reviewing questions. Where applicants are unable to answer a question in a reasonable length of time, the problem is very likely to lie in ignorance of the correct answer rather than inability to understand the question.

Summoning help — Applicants must be provided a means of summoning help if necessary. However, such requests must be discouraged if the advantages of automation are to be fully realized. If applicants allow a long period to elapse, (e.g., 30 seconds) without either answering a question or requesting repetition, a message should tell them how to summon assistance. Examiners must determine whether the request for assistance results from difficulty with equipment or merely ignorance of the correct answer. They should anticipate that applicants who are not adequately prepared will tend to attribute their shortcomings to the equipment.

Foreign-Speaking Applicants

The inability to read or speak the English language is not necessarily a barrier to proper motor vehicle operation so long as drivers meet prescribed knowledge requirements and are able to interpret highway signs, signals and markings. It is the responsibility of the licensing agency to assure that these conditions are met before issuing a license. Fulfilling this responsibility imposes special requirements. Given the importance of mobility to the welfare of the individual, the inability of the foreign-speaking to pass the regular knowledge test will often lead to gaining a license fraudulently or operating a vehicle without one. Therefore, steps taken to accommodate the needs of foreign-speaking applicants will help prevent unqualified drivers from threatening the safety and mobility of the motoring public.

Presenting Information to the Foreign-Speaking

A foreign-language version of the driver

manual represents the most direct way of presenting information to the foreign-speaking.

Preparing materials — Where the numbers of applicants speaking any one language are large, copies can be printed in volume, the same way as the English-speaking version. However, where the population is small, copies can be reproduced in limited numbers on an as-needed basis. A relatively inexpensive alternative to printed materials with small populations is an audio cassette translation to accompany the regular manual (for graphic material). Cassettes could be made available on a purchase or loan basis.

Obtaining Assistance — The cooperation and assistance of nationality- and language-affiliated groups often can be enlisted in preparing materials for their constituency. Such voluntary assistance is beneficial in (1) minimizing costs involved in translating information, (2) resolving issues involving dialect and usage for different countries and regions speaking the same language, and (3) enhancing the credibility of materials among users. Where licensing authorities are unable to assume the burden of preparing a foreign language manual, cooperating organizations may be encouraged to assume the responsibility of printing and distributing materials.

Testing Foreign-Speaking Applicants

Foreign language versions of written test forms can be prepared with volunteer group assistance as was suggested for informational materials. Steps that should be taken to ensure the equitable testing of

foreign-speaking applicants include the following:

Alternate forms — Foreign language versions should be prepared for each of the alternate forms available in testing English-speaking applicants. Where only one form is available, foreign-speaking applicants frequently succeed in memorizing the order of answers.

Oral testing — Where foreign language versions of tests are unavailable, or where applicants are not literate in



their own language, oral testing may be the only way to assess knowledge. Applicants should *not* be permitted to bring their own interpreters, who may provide answers rather than questions. If no examiner speaks the language, arrangements should be made to employ, or obtain volunteer assistance from a reliable independent interpreter.

Audiovisual testing — If an audiovisual test is available for examining reading-limited applicants, the addition of foreign language sound tracks will provide a cost-effective alternative to oral testing. Volunteer narrators may be used to prepare soundtracks in the same manner as suggested for written test questions. Authenticity is critical; vocal qualities are not.

GUIDELINES FOR SKILL TESTING

The purpose of a skill test, as addressed by these guidelines, is to assess an applicant's



possession of the skills that are required to operate an automobile in a manner consistent with the safety and mobility of the motoring public. A skill test cannot predict how safely people actually drive when they are not being tested. The way people behave on the highway is determined to a great extent by attitudes and habits that are seldom revealed in the presence of a licensed examiner. Indeed, research has shown there is no relationship between the driving practices shown on a driving test and those that occur after an applicant leaves the license station. What a skill test *can* do is to force applicants to acquire requisite skills through instruction and practice, and to assure possession of these skills, before they are issued a license to operate unsupervised.

Skill Requirements

A driving "skill", as defined by these guidelines, is an ability that requires both knowledge and practice for its attainment¹. The specific driving skills addressed by the guidelines are those that are considered

¹ Driving specific skills are distinguished from basic sensory, attentional, perceptual, cognitive and psychomotor abilities. While tests for the latter are appropriate to assessment of individuals who may be deficient with respect to certain abilities, they lie outside the scope of initial license testing. The term "skill" has also been used to mean the *level* of some ability, e.g. to have "a lot of skill." To avoid confusion, the term "proficiency" will be used to refer to ability level.

critical for the safety of both the driver and other road users. The guidelines do not deal with skills needed solely for traffic flow, fuel efficiency, or passenger comfort. The skills that are required in safe automobile operation are divided into the following three categories:

Perceptual — The ability to perceive characteristics of the many highway traffic environments in a way that permits safe vehicle operation, e.g. judging gaps, identifying hazards.

Attentional — The ability to focus and shift attention, e.g. to monitor traffic ahead and to the side in a merge.

Motor — The ability to manipulate controls in order to maneuver the vehicle, e.g. ability to rotate the steering wheel in relation to the motion of the vehicle and intended path when turning a corner.

While basic cognitive skills are required to learn and apply facts, procedures, and principles, driving-specific cognitive skills are primarily concerned with navigation rather than safety. Specific skills in each category are summarized on the next page.

Advanced skills, such as those involved in rapid stops or controlling skids, are not among those currently included in driver license testing. Their benefit to safety is open to question, as is the ability of new drivers to master them. However, the introduction of graduated licensing systems, along with the development of devices to permit safe and economical testing of the advanced skills described may change this situation at some time in the future.

TABLE 3
SKILL CATEGORIES

1. Attentional Skills

Attention-sharing — Controlling and maneuvering a vehicle while attending to traffic controls and other road users (search, signaling, space management)

Attention shifting — Shifting attention as needed (ahead, to the side, and to mirrors)

2. Perceptual Skills

Spatial judgment — Judging the nature and magnitude of changes in speed and direction of other road users

Gap judgment — Judging the adequacy of gaps when merging, crossing, or entering traffic

Distance judgment — Judging the adequacy of distance of an oncoming vehicle when passing

Hazard detection — Detecting hazards in the characteristics and motion of other road users and in the roadway environment

3. Routine Motor Skills

Acceleration — Regulating pedal force to accelerate on level and inclined surfaces.

Shifting — Coordinating clutch, accelerator, and shift lever if manual transmission is used.

Maintaining speed — Regulating accelerator force in order to maintain a steady speed

Lane keeping — Coordinating speed and steering in order to keep the vehicle position within lane on straight and curved paths.

Turning — Coordinating speed and steering when turning corners.

Slowing — Regulating brake and accelerator to reduce speed

Stopping — Coordinating brake, accelerator (and clutch) to bring the vehicle to a stop at a given point

Backing — All of the above in moving the vehicle backward

Adjusting to limited traction — All of the above when operating on slippery surfaces

4. Advanced Motor Skills

Quick stop — Regulating braking to stop in the shortest possible distance

Swerving — Turning sharply to avoid a collision while maintaining vehicle control

Skid control — Maintaining directional control of the vehicle during a skid

Skid recovery — Regaining directional control following a skid

Evasive Action — Initiating an appropriate escape action when threatened with a collision

Testing Requirements

Skills cannot be measured directly, but are inferred from performance in carrying out various deriving tasks. To yield reliable and valid measures of skills, the performances making up a skill test must meet the following requirements:

Uniformity — All applicants must receive essentially the same test, no matter when or where they take it. Applicants with the same ability should

have the same probability of passing the test.

Objectivity — The scores received by applicants should reflect their performance to the greatest extent possible and be influenced as little as possible by examiners. Two examiners observing the same performance should score the applicant in the same way. Scores should, as much as possible, be reckoned in terms of times, distances, and whether or not a particular response

occurred, rather than a subjective judgment, with results totaled such that the applicant's score accurately indicates the level of performance.

Public Acceptance — Any skill test must be acceptable to the public in that it must appear to be a valid measure of necessary driving skills, must avoid subjecting applicants to stress or unnecessary embarrassment, and must not expose them to danger.

Testing Modes

These guidelines encompass three modes of skill testing:

Road testing — Observing and recording the performance of applicants operating their own vehicles over prescribed routes under prevailing traffic conditions.

Off-street testing — Observing and scoring the performance of applicants carrying out prescribed maneuvers under controlled conditions in an off-street area.

Simulation — Observing the performance of applicants responding to highway traffic conditions simulated through displays and controls that demand of drivers the same skills required in operating an automobile.

The various testing modes are suited for assessment of different skills and require different procedures. Therefore, each is addressed separately.

ROAD TEST

The most commonly employed method of assessing driver skill is through examiner

observations performed while the applicant operates a vehicle on public streets and highways. The widespread use of road testing as a measure of driving skill reflects its several strong points. First, since it represents a slice of driving itself, the skills assessed in a road test are those required in everyday driving. Second, the applicant's familiarity with the vehicle in which the test takes place allows performance on the road test to provide a more accurate reflection of driving skill than would a test taking place in a simulator. Finally, the test is given in the applicant's vehicle on public streets, avoiding some of the costs incurred in simulator or closed course tests. Testing costs are limited to those associated with the examiner's time which, of course, is not insubstantial.

Applicant skill is inferred from performance in responding to highway traffic conditions encountered during the road test. The road test itself consists of applicant *performances* that examiners are to observe, the *criteria* that distinguish acceptable from unacceptable performance, *routes* over which the test takes place, *administrative procedures*, and a *method of scoring* performance to determine whether applicants have passed or failed the test

Purpose of a Road Test

The purpose of a road test in driver licensing is to assure that drivers have sufficient skill to be allowed to operate a vehicle



without supervision. It is not a test of driving practices or habits. Research has shown that there is no relationship between

the extent to which drivers demonstrate such practices as signaling, checking the mirror or staying within the speed limit during a road test, and their use of these practices when they are not being tested. The only test performances that correlate with normal driving are those that require the development of skill, such as maintaining the right path in turns and curves, or stopping at the stop line. Checking such non-skilled practices as signaling provides *indirect* measures of skill in that drivers who know they are supposed to signal, having passed the written test, and fail to do so on the road test tend to be those whose vehicle handling skill is so marginal that they are unable to divide their attention between driving and observing various safe driving practices.

In order for the road test to provide a measure of skill, drivers must be informed in advance as to the maneuvers that they will be called upon to make and the specific performances that will be scored. Having to take the test and fail it just to find out what it consists of wastes the time of applicant and examiner. Applicants should not, of course, be advised of specific test routes since it would allow them to rehearse their performance until they can perform the route by rote memory, a luxury they won't enjoy in daily driving.

Road Test Performances

Almost all driving performances provide some measure of applicant skill. Performances that require the attention-sharing, perceptual, or motor skills described earlier provide *direct* measures of skill. As noted, other performances that do not require special driving skills for their execution do provide *indirect* measures of

proficiency in certain skills by requiring applicants to perform them while applying their driving skills at the same time. Various examples are; visual search, signaling, and obeying traffic signs or signals. Applicants who fail to do these things also tend to be those whose skills are marginal and therefore demand most of their attention.

Selection of Performances for Observation

The heart of the road test is the set of performances that examiners are to observe and evaluate. No examiner can observe and evaluate everything an applicant does. The range of performances capable of influencing the public's safety is too great, and the rate at which they occur during a road test is too rapid to expect examiners to score them all. To be objective and uniform, the road test must identify the performances an examiner is to observe as well as the locations where they are most likely to occur. This is the road testing approach that has been used in several research-based road tests developed for licensing purposes, including the Michigan Driver Performance Measure, the USC Safe Performance Test, the Automobile Driver On-Road Performance Test (ADOPT) and the Commercial Driver License (CDL) Test, as well as the Motorcyclist In-traffic Test (MIT). It is also the approach employed by the California Driver Performance Evaluation (DPE), which forms the basis of the Model Road Test noted in the Preface to these guidelines. Where the examiner's attention is not directed at specific performances, many of them are overlooked. Also since most examiners tend to notice errors more than successful performance, applicants may be scored primarily on what they did wrong, and their chances of failing

the test increases with the number of situations they encounter. Tests intended primarily for self-evaluation or improvement is not subject to the same need for objectivity as are tests that determine eligibility for a license.

In deciding what performances should be scored, the following needs to be considered:

Opportunity — Situations requiring each performance must occur with sufficient regularity to assure that all applicants are scored on the same set of performances. Looking for performances that depend upon particular traffic conditions or weather conditions tend to be unproductive as well as detracting from the uniformity of the test.

Objectivity — Performances that can be assessed objectively are to be preferred over those that require subjective judgment on the part of the examiner. For example, signaling, checking a mirror, or staying in the correct lane can be defined far more objectively than slowing for a “hazard.”

Safety/Mobility — Performances that cannot be tested without threatening the safety of the applicant, examiner, or other road users, or obstructing traffic, are more appropriately assessed off-street, if at all. For example, assessing the ability of applicants to swerve sharply is likely to threaten the safety of road users, while parallel parking may tend to obstruct traffic.

Road Test Maneuvers

Even when the performances to be observed

are very limited, no examiner can possibly observe them all. Whether or not examiners observe a particular performance depends greatly upon whether their attention is specifically focused upon it. One way of assuring that attention will be properly focused is by identifying the sequence of performances as they occur in specific maneuvers. Maneuvers that involve a set series of performances include:

- R/L turns without cross traffic
- R/L turns with cross traffic
- straight across traffic
- left turn, oncoming traffic
- negotiating a curve
- lane change
- merge
- exit
- straight driving
- traffic responses

By memorizing the performances associated with each maneuver, examiners will be assured of directing their attention to the right place at the right time. Moreover, structuring an examiner score sheet according to the sequence in which performances occur during a maneuver facilitates recording applicant performance. Research shows that, by concentrating their attention on a specific set of performances at the point where those performances are most likely to be required, will actually allow them to see more than they would if they tried to observe everything.

To achieve the greatest possible uniformity in testing, the maneuvers making up the test, and the number of times each maneuver is to be performed, should be the same for each test administration. Every applicant in every location throughout the state should, to the extent possible, face the same array of

maneuvers. Such will not always be possible; there may be no freeway or other location for an angle merge or exit maneuver. Where necessary, other maneuvers will have to be substituted to at least require the same number of maneuvers. For example, a lane change will require signal, search, speed and control performances similar to those required in a merge.

Road Test Performances

Within each of the maneuvers, a set of performances can be listed in the order by which they occur during the maneuver. These performances form the basic elements of the road test, and include the following:

- Signal - for turns, lane changes, merges, exits
- Entry position - in turns, curves
- Entry speed - turns, curves
- Full stop - stop signs, traffic
- Stop position - stop signs, traffic lights
- Gap judgment - cross/enter traffic, lane change
- Search - in turns, lane changes, merges, straight driving
- Speed - in turns, curves, merge, exits, straight driving
- Path - in turns, curves, merges, exits
- Lane selection - in turns, straight driving
- Lane position - straight driving
- Following distance - straight driving

Traffic Dependent Performance

Traffic conditions along the test route may require performances that cannot be anticipated (e.g., following a vehicle ahead, responding to a pedestrian crossing the street). Because there is no way of knowing

in advance just where traffic-dependent situations will arise (1) the attention of examiners cannot be directed toward them to assure objectivity of scoring and, (2) the number and nature of situations will vary from one applicant to another, making it non-uniform. If the responses of applicants to such situations indicate that they are a clear danger to the public, provision can be made for an “immediate failure” (see below). Lesser dangers can be scored, without detracting greatly from test uniformity, by providing one catch-all check for all responses to unplanned traffic conditions.

Immediate Test Failures

Examiners should be permitted to fail an applicant on the road test immediately in the event of performance demonstrating a skill deficiency that is sufficiently great that the continuation of the test is not only unnecessary but may place the applicant, examiner, or motoring public in jeopardy. Such performances would include, but not be limited to, running a red light, driving at extremely high or low speed, driving the wrong way on a one-way street or off-ramp, or requiring intervention of the examiner to prevent an accident.

Some jurisdictions fail applicants immediately for violation of any law. However, since almost all road test performances are legally required, the strict adherence to this practice would result in failing applicants for any error, including failure to activate or cancel a turn signal. If the purpose of a road test is to measure skill, then failing on a technicality any applicant that possesses the required skills serves no purpose except to require the state to give, and the applicant to take, an additional unnecessary road test.

Criteria for Assessing Performance

Examiners must be provided a means to assess the adequacy of applicant performance. Scoring the road test must include, for each performance, criteria that will allow the examiner to distinguish acceptable from unacceptable performance. In educational settings, where test results are to be used only to guide instruction, a purely subjective appraisal may be acceptable. However, where test results determine issuance of a driver license, the criteria must be objective and uniform. Two applicants with the same skill should receive the same score, no matter who gives the test. When test criteria are subjective, examiners may score the same performances differently, with the result that the unqualified may pass the test and become a danger to the public, while qualified drivers may fail and have to be re-tested unnecessarily.

The establishment of scoring criteria must take into consideration the variety of situations under which performance is observed, across different routes and at different times of day on the same route. The criteria must be broad enough to apply to virtually all conditions under which the test might be given. They must also be relatively simple; an extremely complex scoring system, or one that relies on examiner judgment, will rarely result in a uniform test. Take, for example, signaling a lane change. Simply requiring the signal be given before initiating the maneuver would be objective and simple, but would not assure adequate warning to others. On the other hand, attempting to prescribe precisely when the signal should be given, would require taking account of so many road and traffic conditions as to become extremely complicated, or leaving the question entirely

to the judgment of the examiner. While setting a fixed minimum time interval, such as 3 seconds may appear arbitrary, it is uniform and, when communicated to applicants in advance, entirely equitable.

Route Selection

All road testing should take place over specified routes. Examiners should not be called upon to make up routes during a road test. Only by designating routes in advance is it possible to maintain uniformity in testing.

Number of routes — Several routes should be devised for each license testing station. Having only a few routes allows applicants to practice driving each route to the point that their performance reflects their memory of the route rather than their general driving skills.

Route length — Fifteen minutes of driving in typical urban-suburban settings typically allows for approximately 150 observations of the driver performances making up the maneuvers that have been listed. This number of observations is a minimum for reliable estimation of a driver's skill.

Route conditions — Areas characterized by many traffic lights, heavy vehicular travel or pedestrian traffic should be avoided since they can introduce lengthy delays. The number of performances that can be assessed under these conditions is too few for the time spent. Where temporary conditions (e.g., construction/repair) interrupt traffic or change performance requirements, use of the route should be abandoned until normal conditions resume.

Maximizing observations — The various maneuvers differ greatly in the opportunities they provide to observe the performances that involve skill. For example, turning, particularly at uncontrolled intersections, permits much more opportunity to assess driver skill than does straight driving. Routes need to be chosen in a way that will result in maneuvers that maximize the opportunities to observe scored performance.

Setting up routes — A test route should be viewed as a path between maneuvers. Locations that permit the full array of maneuvers should be selected first and routes planned to interconnect these locations. The art comes in finding enough of the right locations without requiring frequent or long stretches of straight driving, which provides little opportunity to test skill.

Separating observations — Locations at which performances are observed need to be sufficiently far apart to allow examiners time to record applicant performance. For example, requiring two turns a block apart may not allow the examiner enough time between the last observation of the first turn and the first observation of the next turn.

Uniformity of maneuvers — Although tests routes necessarily differ from one another, a degree of uniformity can be achieved by seeing to it that they all consist of the same number of each type of maneuver, e.g. three left turns across oncoming traffic, three with oncoming traffic controlled, and so on. Gaining uniformity is facilitated by the functional nature of the maneuvers called for. A

“merge,” for example, can occur on a freeway or, if one is not close enough to the license station, at any location that requires a merge maneuver.

All routes should be driven at different times during the day with applicants in order to check on: (1) total administration time (applicants generally take longer than the person developing the test), (2) previously unnoticed travel restrictions (e.g., "No Left-Turn 4 - 6 p.m."), (3) examiner overload (too many observations), or underload (stretches where no performance can be observed), and (4) points of possible confusion in giving directions (e.g., a turn at the corner partially hidden by buildings or parked vehicles).

Administrative Procedures

The general administrative procedures covering road tests should be thoroughly documented.

Information to Applicants — Applicants should be apprised in advance of the performances that will be observed on the test and the criteria that will be used to evaluate them. As noted earlier, applicants should not have to take the test once to find out what skills are being tested. Publicizing the test also enhances its credibility by communicating its uniformity and objectivity. The information can appear in the driver manual or a special handout.

Communicating with applicants — Applicants should be dealt with pleasantly and courteously in order to put them at ease and thereby enable them to perform at their best. They should not, however, expect examiners to

converse with them since such interaction will interfere with their performance. They should be encouraged to interpret the examiner's silence as an attempt to benefit them, not as a sign of indifference.

Giving directions — In guiding applicants during the road test, examiners should adhere to the following:

- Make instructions brief, using non-technical language;
- Employ landmarks that are obvious, and avoid depending solely upon street names, which would not be familiar to applicants who do not live in the vicinity;
- Give the location at which a maneuver is to be made and then the maneuver (e.g., "At the next intersection, turn left"). If the maneuver is given first, applicants may respond immediately;
- Avoid including in the directions any information that is part of the test itself (e.g., applicants should not be instructed as to which lane to enter at an intersection).

Test Support

The following items are needed for support of the road testing process:

Guidance Materials — Examiners should be provided written descriptions of each route, including the locations at which specific maneuvers are to be carried out. Examiners should expect to use route guidance materials only during

practice test administrations. It normally takes but a few test administrations to commit the route and the maneuvers to memory.

Examiner preparation — Examiners should be trained in administration of the road test and monitored for their ability to provide applicant instructions, observe performance, and interpret scoring criteria. Practice should be provided by having examiners administer the test to instructors, who can make deliberate errors and who can critique the examiner's administrative procedure and scoring.

Examiner certification — Each examiner should administer the test to real applicants over each test route while an instructor or senior examiner monitors the test administration from the back seat. Following the test, the instructor should review and critique the examiner's assessment. This process should continue until the instructor is satisfied that the examiner is able to administer the test correctly.

Monitoring examiner performance — The performance of all examiners should be monitored periodically. In addition, the mean scores given to applicants by each examiner should be reviewed. When examiners within a single licensing station report widely divergent mean scores, their testing procedures should be reviewed to discover the source of the discrepancies.

Test Scoring

The road test should be administered and scored in a manner such that each individual

score reflects applicant skill to the greatest possible extent and the influence of individual examiners is minimized.

Scoring System

As with the knowledge test, the road test is scored by aggregating results across all the individual performances. To achieve the *uniformity* that characterizes knowledge tests, road testing must take into account differences among the routes over which the test is conducted. Like different forms of the knowledge test, routes can be made comparable by assuring that they involve the same number of performances and the same pattern of maneuvers. A single passing score would prevail no matter where the road test was given.

In some jurisdictions, it may not be possible to render all test routes equal with respect to numbers of observations. Differences in the *number* of performances required can be accommodated simply by expressing the passing score in *percentage* terms. Then, the passing score for any one route can then be calculated by multiplying the total number of observations by the required percentage.

Recording Scores

Examiners must be provided a means of recording the performance of applicants as each performance is observed. A suitable score sheet has the following characteristics:

- Every performance to be observed on the road test must appear on the score sheet, both to prompt the examiner and to permit applicant performance to be recorded. To facilitate administration and scoring, performances should be organized on

the score sheet by maneuver with performances ordered in the sequence in which they occur within the maneuver, e.g. Lane Change: search, signal, speed, etc.

- Score sheet format should provide space for examiners to record whether the applicant passed or failed a given performance. Since most applicants will pass the majority of performances, the time required to record results can be minimized by noting only those performances an applicant has failed. Where applicants make no errors on a maneuver, an entry marked "no errors" may be checked by the examiner. Providing this entry helps distinguish truly errorless performance from instances in which the maneuver was not performed or the examiner failed to record an error.
- Space should be provided for entering the total number of correct performances or errors (being fewer in numbers, errors are easier to count). Test forms should also include the passing score. Where the various test routes involve different numbers of performances, the passing score for each route should be either preprinted on the score sheet or provided to the examiner by some other means.

Evaluating Road Tests

Road tests, like knowledge tests, can be evaluated for their *reliability*, the extent to which the performances making up the test accurately estimate the applicants full performance ability, *validity*, the extent to

which the performances provide measures of the skills that they purport to measure, and *effectiveness*, the extent to which the road testing process improves safety of vehicle operation. Evaluating the reliability, validity and effectiveness of a road test involves the same general considerations and procedures as evaluation of knowledge tests, but with some important differences resulting from differences in the nature of the tests.

Road Test Reliability

Just as the reliability of a knowledge test is how well it estimates an applicant's knowledge, the reliability of a road test is a function of the extent to which the scores given to an applicant on any one administration of the test estimate the overall performance capability of applicants.

Various administration of a road test involves using different routes, which are somewhat analogous to the different forms of a knowledge test. Each route samples the skills required in driving, just as each knowledge test form secures a sample of knowledge. However, road testing introduces concern for another aspect of reliability, which is the reliability of examiners in observing, interpreting, and recording performance. Unlike marks on a multiple choice answer sheet, the scores assigned by examiners represent subjective judgments, influenced by how much and what examiners observe and how they interpret it. The total measurement reliability of the road test is therefore a joint function of the *examiner reliability* and the *route reliability*. While it is the total reliability that counts, assessing the examiner and route reliability separately provides insight into the sources of unreliability and guides efforts to improve the test.

The way reliability of road tests is generally assessed is by comparing results gained from having the test administered to the same applicant by different examiners and over different routes. If the test is measuring true performance capability, the results should be highly similar. If they are not, then the test may be measuring characteristics of the examiners and routes as much or more than it is measuring characteristics of the applicant. Similar results do not guarantee that the performance capability of the test relates to safety; that is a matter of validity. Reliability is a necessary but not sufficient condition for validity.

Examiner Reliability

The examiner reliability of road tests is estimated by having two or more examiners score applicants over the same



routes (two examiners is generally the most that can see the driver well enough to score performance) and assessing the extent to which the different examiners agree on the relative scores assigned to the same applicant. It can be expressed the same way for a knowledge test, by calculating the standard error of measurement, and making sure that it is no more than a few percentage points. In addition to assessing reliability of the entire road test, the reliability of individual performances making up the road test, such as visual search, signaling, or path, needs to also be examined to identify those aspects of performance with which examiners may be having difficulty. While the reliability of individual performances will be lower than those for entire tests, comparing across multiple examiners scores

will help point to those whose scoring criteria might be improved to raise examiner agreement.

A road test can show high agreement or correlation among examiners as to who are the best performers but show substantial differences in average scores that different examiners give to all applicants. Some examiners are just more sensitive to applicant's errors than others and give generally lower scores than others, overall or with respect to specific performances. Equivalence can be assessed by comparing mean scores or pass-fail rates assigned to the same applicants by the different examiners. Unfortunately, examiners cannot be readily "equated" for difficulty by generating percentile or standard scores for different examiners in the same way as alternate test forms.

Low examiner agreement and equivalence, for the overall test or at the level of individual test performances, can be addressed by seeking greater objectivity in scoring criteria and providing the instruction needed to assure that examiners can and do adhere to the scoring criteria. It is possible that certain road test performances simply cannot be dealt with in a way that yields acceptable examiner performance. In such cases it may be necessary to eliminate the performance as an element of the road test. If examiners cannot agree upon the scoring of a performance, and there is no way of knowing who is correct, test results will not be valid and there is no point to include an invalid measure in a test, regardless of how important the behavior may be, for all applicants.

The fact that a road test itself is shown to be generally reliable does not mean that it will

be reliably administered by all examiners in operational use. For this reason, individual license stations should monitor the overall pass rates or mean test scores for their examiners in order to identify any that are significantly above or below the average for that station. In addition to overall test results, the pass rates and average scores for each of the performances need to be examined to detect examiners who have certain "pet" performances where they are more likely to see mistakes than others. Except for examiners who deal with special cases (e.g. elderly drivers, certain high schools) different examiners should handle the same general kinds of applicants and have similar distributions of scores. Examiners whose test results are deviant are candidates for close monitoring and possible retraining.

Route Reliability

Various road test routes, like different forms of a written test, can yield varying results. Tests given in city traffic can be expected to expose drivers to greater chance of error than tests in suburban areas when there is little traffic. Route reliability can be assessed at the same time as examiner reliability by having the same applicants scored by the same examiners over pairs of routes and comparing the scores given by each examiner over the different routes. The correlation across routes should be relatively high, and the standard error of measurement for estimating performance on one route from the other should be within a few percentage points. Performance on different routes may correlate with one another and yet lack equivalence, owing to differences in the conditions that lead to error, similar to differences in the difficulty of knowledge test forms or differences between "hard" and

“easy” examiners. Therefore in addition to standard error measurement, the mean scores compiled on the different routes should be compared. It is quite possible that substantial differences will arise within the same route during different times of the day. In some locations, the density of rush-hour traffic may lead to high error rates. If so, routes might be revised as to location or hours of the day.

As with examiner reliability, the route reliability should also be examined at the level of individual performances to see which aspects of the test may be contributing to the error that arises. Where variation in routes leads to large errors of measurement or large mean differences, the route selection criteria needs to be revised in order to yield routes that are more comparable. It may prove impossible to overcome route-to-route differences for certain performances, in which case it may be necessary to eliminate the performance measure from the test in the interests of validity and equity.

The fact that a road test shows acceptable route reliability in general doesn't mean that all individual routes will give comparable results. Equivalence among examiners can be assessed in the same way as examiner equivalence, by comparing mean scores. Within each license station, mean scores compiled on the various routes should be compared with one another from time to time. If all examiners are using the same routes, differences in means scores would be expected to reflect differences in the opportunities for error. Checking for route equivalence is particularly important after changes in road characteristics, or events that might alter traffic patterns.

Total Reliability

The total reliability of the road test is a function of both examiner and route reliability. Where pairs of examiners give tests over two routes, it is estimated by comparing the scores given by one examiner on one route with those given by the other examiner on the other route. It corresponds most closely to the reliability of a road test in actual use, where different applicants are tested by different examiners over different routes. Again, reliability can be expressed in terms of the measurement error in estimating scores on one route with one examiner from scores on a different route with a different examiner. The inability to standardize examiners and routes to the same degree as written tests results in a reliability considerably lower than those of written tests.

Road Test Validity

The considerations and procedures involved in assessing the validity of road tests parallel those of knowledge tests. The methods by which performance tests are administered and scored must provide valid measures of the ability to operate an automobile in a manner that protects the safety and mobility of all road users. Applicants who lack the skills to meet these conditions should not be capable of passing the test. Like knowledge tests, the validity of road tests is not easily assessed by measuring their ability to predict who will have accidents; applicants predicted to have accidents don't get to drive unsupervised. A road test's content validity can be assessed by the extent to which the driver performances have been identified as related to safety of operation. The performances that were identified earlier derive from a systematic analysis of the performances that make up safe driving and

the abilities that prior analysis of driving tasks, and research into driving skills, appear to identify as important to driving safety.

A measure of road test validity can be gained by comparing the scores of experienced drivers with those of novices. If one assumes that skills develop with practice, then drivers who have had a lot of experience should outscore rank beginners. In order for experience to manifest itself in skill, the experienced drivers must know the performance on which they are being scored and motivated to perform to the best of their ability. Highly experienced and skillful drivers can make careless errors, which may reflect adversely upon their everyday driving, but not their skills.

Effectiveness of Road Tests

The purpose of road tests is to prevent accidents by assuring that drivers meet minimum skill requirements before being licensed to drive unaccompanied. Their absolute effectiveness in this regard could be evaluated experimentally by comparing accidents of driver's licensed with and without road tests, or some other measure of skill. In practice the effectiveness of road tests, like that of knowledge tests is unlikely to be assessed in this way due to the unwillingness of jurisdictions to issue licenses without some demonstration of at least the basic ability to drive a car. However, improvements in road testing could be evaluated through controlled experiments in which drivers licensed under competing road tests are compared for accidents and violations subsequent to licensure. Thus far no such controlled evaluation road test effectiveness appears to have been conducted. Acceptance of improved road testing procedure has

stemmed primarily from the accepted validity of their content and, in some cases, their demonstrated reliability.

OFF-STREET TESTING

Off-street skill testing has been used primarily for three purposes: (1) initial screening for minimum skill levels before applicants are exposed to the potential hazards of road testing, (2) allowing for certain vehicle control skills to be assessed more efficiently than is possible in an uncontrolled road environment, and (3) permitting assessment of emergency skills not safely assessed in a road test. Since each of these functions involves a somewhat different array of test requirements, each will be addressed separately.

Pre-test Screening

The ability of applicants to control the vehicle may be so marginal as to make road testing a hazard to applicants, examiners, and the motoring public. While the number of dangerously unqualified applicants may be extremely small, the interests of safety are best served by identifying such applicants before a road test commences. This can be handled by contriving the road test to start in a parking area such that several turns and stops are required before entering the road. If a suitable parking area is not available, the test can begin on a lightly traveled side street.

Assessing Vehicle Control Skills

Off-street tests have been used instead of or in addition to road tests. The ability of applicants to handle a vehicle can be assessed more accurately in the off-road environment than on the road owing to the ability to: (1) require maneuvers that are

more demanding and therefore more revealing of skill levels, (2) measure responses more precisely (e.g., stopping distance), and (3) have completely standardized test characteristics, thereby permitting collection of more uniform and reliable data. Where the necessary facilities are available, off-road testing is also economical, requiring less examiner time to obtain reliable results. Off-street skill testing is widely used in licensing automobile, motorcycle and commercial vehicle operators.

Basic vehicle driving skills that are testable off-road are those involved in accelerating, (including shifting gears), braking, turning corners, and backing. Exercises capable of assessing these skills have been devised using



stanchions, traffic cones, painted lines, and in some facilities, traffic control devices such as stop signs, yield signs, and traffic lights. The shortcoming of the off-street test is its inability to measure skills involved in such traffic-related performances as merging, changing lanes, following, and judging gaps, as well as lane keeping, handling curves and approaching turns at highway speeds. As yet there is no research evaluating the relative merits of on- and off-street testing in assuring ability to drive safely.

Emergency Skills Testing

The off-street environment offers an opportunity to assess skills in carrying out

emergency maneuvers without interference from or risk to other road users. Important emergency maneuvers include maximum braking, evasive steering, and skid recovery. None of these skills are currently part of automobile license testing. Barriers to implementation include cost of needed off-street testing equipment and facilities, potential danger to applicant, and questionable relevance to initial licensing. As yet, no research has established the relationship between such testing and safety of operation. Instruction and testing in emergency braking and swerving of motorcycles has demonstrated an accident reduction potential. While instruction in handling automobile skids has been associated with elevated accident risk in certain



regions, there is no way of knowing whether it makes drivers less safe, or just encourages more driving under conditions in which such skills are required. Certainly, the value and feasibility of testing emergency skills has not been sufficiently well established to make such testing a part of licensing for automobile drivers.

Evaluating Off-Street Testing

Evaluating off-street testing as a mode of skill testing (not just the start of a road test) imposes some special requirements.

Reliability

The issue of reliability is generally less crucial to off-street than on-street testing for two reasons. First the high degree of objectivity in scoring minimizes the effect of differences among examiners. Second, the

fact that there is just one set of performances required removes variance associated with the varying routes and traffic conditions that reduce the reliability of road tests. The variations encountered in repeated administrations of the same test are almost entirely those resulting from inconsistency of the drivers themselves. Procedures for assessing examiner and sampling reliability of off-street tests parallel those of road testing, i.e. having at least two examiners score the same drivers over at least two administrations of the test (any more than two can introduce a practice effect that masks measurement of driving skill with skill in handling the test course). Examiner and sampling reliability are measured in largely the same way as with road tests, by comparing the scores of two examiners during the same administration and by comparing the same examiners scores across two administrations of the test. Total reliability would be the relationship between the scores obtained by one examiner on the first administration and the scores of the other examiner on the second administration.

Validity

The content validity of off-street testing is determined by the degree to which the maneuvers performed call for the same skills as are required on the highway. Obvious limitations are the inability to test for skills required in (1) moderate to high speed maneuvers such as merges and lane changes, (2) interacting with traffic, such as judging gaps and following distance, and (3) handling the vehicle while performing other activities, such as checking mirrors, signaling, and watching other road users. The validity of off-street tests will depend upon the extent to which the performance of

tests of off-street provides accurate estimates of the full range of on-street performance. This aspect of validity can be assessed by administering both off-street and on-street tests to a representative sample of applicants and comparing results, which use the road test as a criterion in evaluating the off-street test.

Effectiveness

As long as *some* measure of driving skill is to be part of the licensing process, the question of effectiveness is not whether use of an off-street skill test leads to a reduction in accidents, but whether a particular off-street test is more effective in doing so than another off-street test, or a road test. The fact that an off-street test might not be a highly valid measure of total driving skill, as evidenced by its correlation with a road test, doesn't necessarily mean that it is less effective in reducing accidents caused by inept driving. If driver preparation were to focus on the skills most critical to safe operation, and measure those skills precisely, it might lead to safer driving than the more encompassing road test. Conversely, just because an off-street test correlated highly with a road test among a group of drivers doesn't mean it will be effective in fostering the same array of skills as the road test among new drivers. In short, use of an off-street test as a substitute for a road test must be assessed through an experimental comparison and not simply through the correlation between the two types of measures.

SIMULATION

The limitations of a road test as a measure of skill has stimulated interest in simulation. The potential benefits of simulation over road testing in the assessment of driving

skills include:

Scope — in a few minutes, an applicant can be confronted with an array of highway traffic situations that it might take days or weeks to encounter on the road,

Uniformity — every applicant can be presented with the same situation, or situations that have been equated for difficulty,

Automation — the examiner performance recording, scoring and debriefing functions can be carried out automatically, and

Safety — applicants can be presented with hazardous conditions to which examiners may be reluctant to expose to an unlicensed driver.

Thus far the use of simulation has been limited to experimental applications. Despite its benefits, simulation is unlikely to serve as a substitute for a road test in licensing. First, neither the public or licensing agencies are likely to accept the idea that a license should be issued or denied without some demonstration of an applicant's ability to drive a car. Second, simulation devices involve cost whereas the road test is conducted in the applicant's vehicle. Yet, as an adjunct to the licensing process, low-cost forms of simulation may have potential benefit in pre-screening drivers to (1) avoid testing unprepared and potentially dangerous applicants, (2) identify renewal or out of state applicants who may require road testing, (3) to guide examiners in deciding on the nature and length of road testing, and (4) to help pinpoint the source of deficiencies among driver's performing poorly on the road test.

Simulators appropriate to assessment of driving skills fall into two categories; *interactive*, in which drivers respond to simulated highway traffic scenes while the scenes change as a function of what the driver does and *non-interactive*, in which the simulated scenes are prerecorded and remain the same no matter what the driver does. Each form of simulation is suitable for testing different skills.

Interactive Simulation

An interactive simulation is one that people can actually "drive" in that simulated driving scenes change realistically as the driver operates the simulated controls. Simulated motion can be created in two ways:

(1) driving a camera or optical pick-up along a 3-dimensional model of a highway environment and displaying the changing image in front of the driver, and

(2) generating images by means of a computer and displaying them on a terminal. With the advances of computer technology, the latter has become the predominant type of system.

The present-day interactive simulators reproduce vehicle dynamics with very high fidelity, allowing their use to teach and test for vehicle control skills — the routine skills required in accelerating, lane keeping, and braking as well as the emergency handling skills required in swerves, quick stops, and skid recovery. However, simulation truly capable of duplicating the complexity of the highway traffic environment, and changing realistically as a function of the driver's responses, is extremely expensive. Given the economy that prevails at the time these guideline are prepared, the prospects of introducing interactive simulation into the

basic license testing process are not encouraging. However, with the rate at which technology is advancing, these prospects could change, and developments bear watching.

Non-Interactive Simulation

In non-interactive simulation, drivers respond to recorded images of the scene ahead of the vehicle and that afforded by its mirrors. Since the images are prerecorded, the scenes do not respond to what the driver does; thus this type of simulation is unsuitable for teaching or testing vehicle control skills. Their use in license testing would be limited to testing knowledge and perceptual skill.

Knowledge – As a knowledge testing device, simulation has the advantage over written tests of being able to get an answer without having to ask a question. While a written test can determine whether an applicant possesses certain information, it cannot assess ability to recall it when necessary; just asking the question provides a cue to recall, as does the correct answer appearing as one of the alternative responses. Simulation, like driving, can present situations requiring application of information without alerting the applicant to the need to recall information or providing cues to the information itself.

Perceptual skills – The media that lend themselves to non-interactive simulation for licensing applications, CD-ROM, DVD, videodisc and videotape (use of film is now largely confined to group educational settings) allow a dynamic presentation of driving scenes with sufficient fidelity to assess the

perceptual skills involved in judging gaps, closure rates, and in the detection of hazards. At present, these non-interactive media provide the only means of duplicating the complexity of the highway traffic environment within acceptable cost. The purpose of vehicle controls in non-interactive simulation is only to provide a means by which the drivers can register what they have perceived, such as coming off the accelerator or braking when they perceive a hazard or pulling back into a lane where passing distance is inadequate. The driver can be told to expect that scenes will not change as a function of their responses. And while, the driver's response cannot alter the driving scene, it can be designed to cause the scene to end and thus prevent conflict between what the driver does and the way the scene responds.

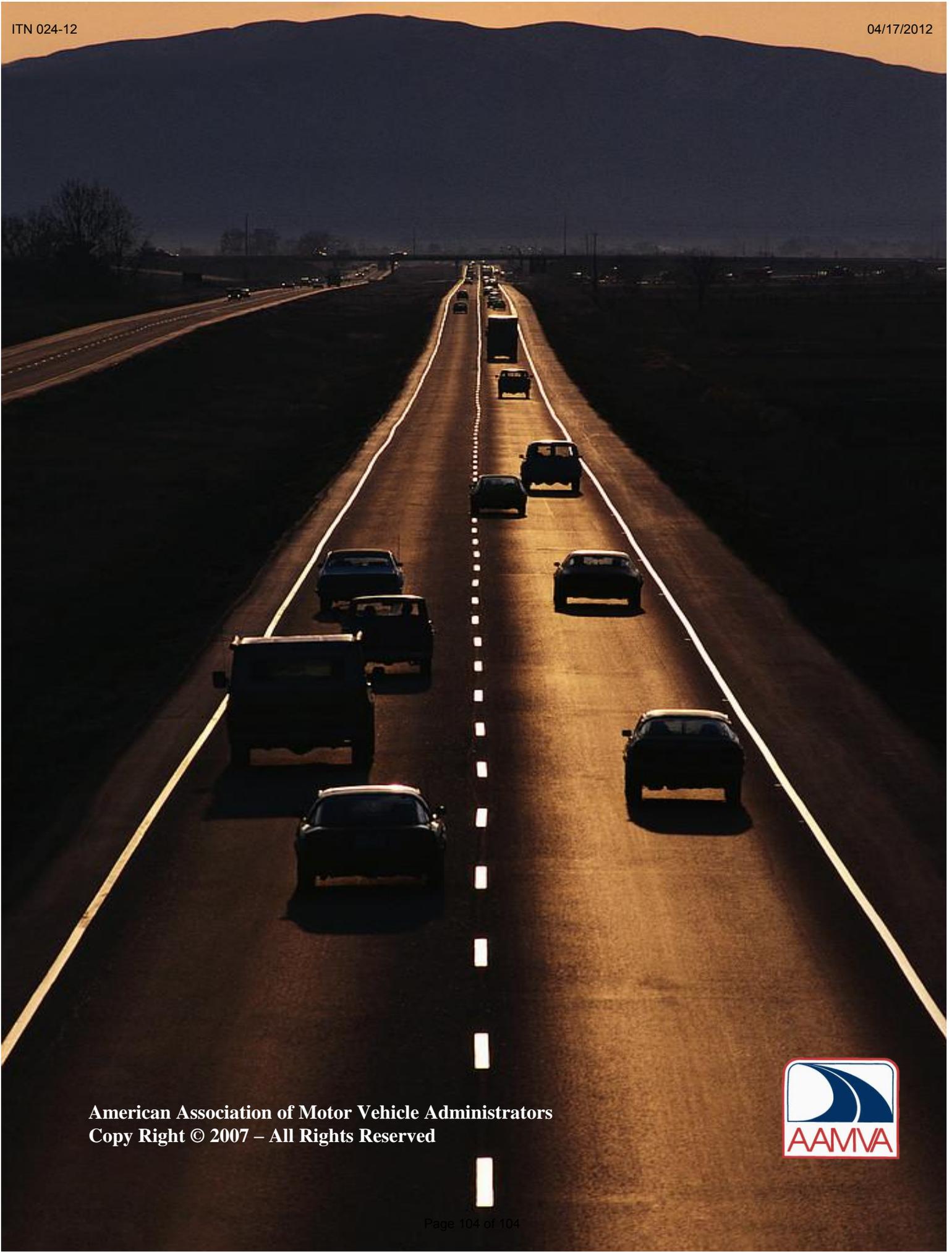
Because operation of the vehicle control serves simply to register a correct answer, the use of actual vehicle controls is not really necessary. License applicants can register responses by means of a joy stick, answer key, or touching the screen, thus allowing the benefits of simulation to be gained largely from the same equipment employed in automated knowledge testing. The complexity of traffic scenes that can be portrayed through video is somewhat limited by the low resolution of images capable of being presented by off-shelf video equipment. Advances in "high definition" video promise to yield substantial improvements in resolution.

Evaluating Simulation

The reliability of any simulation measure would be assessed in the same way as

knowledge tests, through the correlation among different samples of the performances being assessed. The validity of simulation in basic vehicle operating skills could be measured through correlation with performance of the same basic maneuvers in a real car. The knowledge and skills that involve response to stable aspects of the driving environment – road characteristics and traffic controls – can be validated in the same manner. In the validation process, performance in the car should be recorded with the aid of instrumentation such as video; human observation is likely to furnish a validation criterion that is less reliable than the simulation being validated. However the knowledge and perceptual skills involving other road users, such as knowing appropriate following distance or recognizing pedestrian hazards, would require conditions that can't be stabilized in the real world. Here, content validity must be established through analysis relating the simulated conditions and required behaviors to those found in driving.

The effectiveness of simulation as a part of the licensing process would have to be evaluated against the specific functions it is intended to serve. Where it is intended to add to improve the ability of the licensing process to reduce accidents, its effectiveness could be compared with that of licensing without simulation in a random experiment.



American Association of Motor Vehicle Administrators
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