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Rick Scott
Governor

Pam Bondi
Attorney General

Jeff Atwater
Chief Financial Officer

Adam Putnam
Commissioner of Agriculture

January 23, 2013

To: NEMO-Q, Inc.
Subject: DHSMV ITN 031-12 – Addendum No. 2
Title: Customer Queuing System

The enclosed information has been provided for consideration in preparation of your response to the above mentioned ITN.

All other terms and conditions of the ITN remain in effect.

To the extent this Addendum gives rise to a protest, 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.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Kosberg". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jonathan Kosberg, Chief
Bureau of Purchasing and Contracts

JK/jam

Enclosures

Section 2.1 has been amended to read as follows:

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.

August 2, 2012	Solicitation issued.
August 10, 2012	All questions and/or proposed changes to the solicitation must be submitted in writing to the issuing officer by 5:00 PM Eastern Time (may be submitted earlier.) See Section 1.26.
August 17, 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 .
August 30, 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 (ET) . 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.
September 12, 2012	There will be a public meeting of the evaluation committee for the purpose of evaluating Statements of Qualifications and Services Offered at 2:30 PM Eastern Time , Room A339, in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
September 13, 2012	Posting of respondents selected for negotiations. The Department will select up to three (3) respondents, based on scoring of the Statements of Qualifications and Services Offered
November 29, 2012	Demonstrations/Negotiations will be scheduled in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. Respondents may set up in the auditorium from 8:30 AM Eastern Time . Demonstrations will begin at 9:00 AM Eastern Time .
January 31, 2013	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 .
February 8, 2013	There will be a public meeting of the evaluation committee for the purpose of evaluating final offers at 3:30 PM Eastern Time , in the auditorium of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
February 11, 2013	Post notice of intended award. Performance and Damage Bonds due from selected contractor within 14 days.
June 30, 2013	Complete Statewide Rollout.

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

2.6 LIQUIDATED DAMAGES:

- a. Inasmuch as failure to implement the contract by June 30, 2013 (or other mutually agreed-upon date) will result in substantial injury to the Department of Highway Safety and Motor Vehicles, the contractor agrees to pay the Department for the costs associated with 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 adhere to the maintenance plan as outlined in section 4.12, it is understood, and the contractor hereby agrees that the amount of \$100.00 per work hour for each hour the site is normally scheduled to be opened, not to exceed \$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.