



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

April 29, 2008

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

Solicitation No.	021-08
Number of Addenda as of above date:	None
Item(s) of Bid	Office Queuing System
Commodity Code	250-960
Date and Time Due	06/02/2008, 2:30 PM EST

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



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

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

Company Name: _____

Address: _____

City, State & Zip: _____

Email: _____

Telephone: () _____

Fax No.: () _____

Signed: _____ Date: _____

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

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

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1.0 GENERAL CONDITIONS

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

**State of Florida
PUR 1000
General Contract Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement 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://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**State of Florida
PUR 1001
General Instructions to Respondents**

Contents

<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.

2.0 PURPOSE AND GENERAL INFORMATION

2.1 PURPOSE: The Department of Highway Safety and Motor Vehicles, hereinafter called the Department, requests written proposals be submitted to obtain offers from qualified firms for a customer queuing system. The queuing system will manage and track customer flow and wait times in addition to producing management reports to determine office productivity and identify areas that may need improvement.

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

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

Day: A Calendar day.

DDL: Division of Driver Licenses

Department: Department of Highway Safety and Motor Vehicles

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

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

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

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

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

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

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

RFP: Request For Proposal

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.

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

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

Ray Graves, Purchasing Specialist
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)617-3178
Fax: (850) 617-5115
Email: raygraves@flhsmv.gov

Florida Statute Section 287.057(26) requires that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

Alan Busenbark, Contract Manager
Division of Driver License
Department of Highway Safety & Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway, Room B 412, Mail Station 31
Tallahassee, FL 32399-0524
Telephone: (850) 617-2648
Fax # (850) 617-5156
Email: alanbusenbark@flhsmv.gov

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

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

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

2.6 NON – RESPONSIVE PROPOSALS, NON – RESPONSIBLE RESPONDENTS: Proposals which do not meet all requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non – responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the Department. Proposers whose proposals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non – responsible. The Department reserves the right to determine which proposals meets the material requirements of the solicitation, and which proposers are responsible. See also Section 2.5, “Exception”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Stop work under this contract on the date, and to the extent specified, in the notice.
- b. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated.
- c. Complete performance of such part of the work as shall not have been terminated by the Department; and
- d. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this contract which is in the possession of the contractor(s) and in the Department has or may acquire an interest.

Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Department of Highway Safety and Motor Vehicles all property and materials belonging to the 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.

2.23 DELIVERY: All prices shall be freight on board (FOB) destination in accordance with 672.319(1)(b), Florida Statutes. The Department will not pay freight charges. Delivery shall be to:

**Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway, Room AB10
Tallahassee, FL 32399-0524**

Installation and/or delivery dates and destinations may be changed by mutual consent of the contractor and the Department. Such mutual consent must be in writing and signed by the contractor and the Department.

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

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

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

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

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

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

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

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

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

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

2.33 SMALL BUSINESS PARTICIPATION: 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.

2.34 CONTRACT: The subsequent contract and/or purchase order issued by the Department to the successful proposer shall incorporate this solicitation, addenda(s), contract(s), and/or direct order(s) to this solicitation and the proposer's proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the solicitation, addenda(s), contract(s), and/or direct order(s) shall govern.

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

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

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

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

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

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

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

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

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

2.44 SUBMISSION OF PROPOSAL: The proposal forms furnished must be submitted with your proposal. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated.

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

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

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

IMPORTANT: Mark on the envelope/container in which your bid is submitted: **Bid No. 021-08** to be filed **(Date & Time in Calendar of Events, Section 3.1).**

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

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

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

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

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

2.49 NOTICE OF SOLICITATION PROTEST BONDING REQUIREMENT: See the attached Form PUR 1001, Paragraph 20. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2) c, Florida Statutes.

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

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

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

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

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

2.55 REGISTRATION REQUIRED FOR FLORIDA VENDORS: The State of Florida is implementing a new web-based procurement system called "MyFloridaMarketPlace". This system provides a user – friendly internet portal where vendors can register, receive information on upcoming bids, post information on products and services, and receive direct orders electronically.

The system will be implemented in a phased approach starting with state agencies. Subsequently, the system will be made available to public schools, universities, community colleges, and local governments.

Effective July 2003, vendors must be registered in the system in order to conduct business with the State. If you have not had the opportunity to register, please log on to the MyFloridaMarketPlace website to complete the registration process. To access online registration, log on to www.myflorida.com, and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topic's'. Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, you will need the following information:

- Company Name
- Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- Tax filing information – Including the business name on your 1099 tax form (where applicable)
- Location information:
 - A business name for each company location (if different from the company name)
 - A complete address for each location (including details for sending direct orders, payments, and bills to each location)
 - A contact person for each of your locations
- Commodity codes that describe the products and/or services your company provides. These codes can be found in MyFloridaMarketPlace.
- CMBE (Certified Minority Business Enterprises) information if you are certified minority business.
- If the firm is a current vendor to the State of Florida, re – registration will require a State – issued sequence number and PIN – available from the Department of Management Services by faxing a request on company letterhead to (850) 414-8331.

PLEASE READ THE INFORMATION CAREFULLY. Part of the Vendor Registration activity includes a section on terms and conditions in which a vendor accepts an agreement to pay a **1% fee on all agency purchases** effective July 1, 2003. This fee **does not apply** to existing contracts or those exempted by Rule 60A – 1.032 (See <http://www.myflorida.com/myflorida/business/laws/60a-1.pdf>). Vendors will also still need to sign up for electronic notification in bids via the Vendor Bid System (VBS). We look forward to working with you in MyFloridaMarketPlace. If you have any questions about the registration process, please contact the Vendor Help Desk at 1-866-FLA-ePro (352 –3776) or by e-mailing VendorHelp@myflorida.com.

3.0 SPECIAL CONDITIONS

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

April 29, 2008	Solicitation issued.
May 16, 2008	All questions and/or proposed changes to the solicitation must be submitted in writing to the issuing officer by 5:00PM Eastern Time (may be submitted earlier.) See Section 2.26.
May 21, 2008	Responses to written inquires and proposed changes will be posted no later than 5:00PM Eastern Time on the Florida Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form
June 2, 2008	Proposals due. Public bid opening at 2:30 PM Eastern Time at the location specified in section 3.11. Proposal Bond due.
June 12, 2008	Public Evaluation of Proposals at 10:00AM Eastern Time at the location specified in Section 3.8.
June 13, 2008	Intent to Award will be posted on the Florida Vendor Bid System no later than 5:00 PM Eastern Time at; http://fcn.state.fl.us/owa_vbs/owa/vbs_www.search.criteria_form
June 18, 2008	Bid Award.

3.2 TERM OF CONTRACT: Refer to attached Form PUR 1000, Paragraph 27. The contract shall be in effect upon issuance of a direct order or a contract signed by both parties. Term shall be as specified on the Direct Order issued pursuant to this contract for each office. This is a three (3) year contract with a three (3) year renewal option 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.

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

3.4 PERFORMANCE BOND: Not Applicable

3.5 DAMAGES BOND: Not Applicable

3.6 LIQUIDATED DAMAGES: Not Applicable

3.7 PROPOSER'S INQUIRIES: The respondent shall examine this solicitation to determine if the State's requirements are clearly stated. If there are any requirements which restrict competition, the respondent may request, in writing, to the Procurement Officer identified in Section 2.3 that the specifications be changed. The respondent who requests changes to the State's specifications must identify and describe the respondent's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this solicitation, and/or requests for changes to the solicitation must be received in writing by the Issuing Officer no later than the date and time specified in the Calendar of Events (Section 3.1). A respondent's failure to request changes by the date described above, shall be considered to constitute respondent's acceptance of State's specifications. The State shall determine what changes to the solicitation shall be acceptable to the State. If required, the State 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.

3.8 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.

3.9 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 State, 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 State shall not be responsible for the accuracy of the technical documentation in its possession.

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

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

3.12 PROJECT PLANNING REQUIREMENTS: The Department requests that a project plan submitted as part of the contractor's proposal. Additionally, prior to the start of the task that produces it, the contractor will draft a detailed description and approach for each deliverable. The Department shall review the description and approach and shall request changes, if necessary, until it is satisfied that the deliverable will produce a product that meets requirements. Please refer to Section 6.8.3.

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

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

3.14 SYSTEM AND PROPRIETARY SOFTWARE LICENSE: The contractor shall grant or obtain in the name of the State 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 State. Notwithstanding the foregoing, the State 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 State. The State 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 State three (3) copies of the documentation. The State 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 State deems necessary. The State 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 State hereby agrees to comply. The State may make one (1) backup or archive copy of the Software for the Installation Site.

Any copies of the Software and documentation which the State 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 State shall not distribute the same to third parties, including other agencies within the State, 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 RFP.

3.15 CUSTOM SOFTWARE: If custom software is required to meet the technical requirements of this RFP, it shall become the property of the State, including software, system design, source code, documents, and materials prepared and created by the contractor for or in connection with the contract with the State. The State 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 State 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 State 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 State 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 State. 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 State for its approval proposed design documents and screen layouts of all custom software provided to meet the requirements of this RFP.

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

3.17 STATUS REPORTING: All work performed pursuant to the contract shall be reviewed by the Department's Contract Manager. The contractor's Project Manager shall submit a written status report to the Department's Contract Manager showing project tasks completed and tasks planned for completion during the next reporting period. Work determined by the Department to be in non-compliance with the contract shall be brought into conformance by the contractor at no expense to the Department within ten (10) calendar days of written notice from the Department unless a longer time period for compliance is contained in the written notice from the Department.

3.18 ACCEPTANCE PERIOD: Following implementation, there shall be a 90-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 State 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 State has been notified that the system is "Ready For Use", the contractor must replace the entire system at the failed site.

3.19 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.

3.20 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 prior to the start of work. 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.

4.0 SCOPE OF WORK

4.1 BACKGROUND: The Division of Driver License intends to install a queuing system in 57 field office locations throughout the state. The intent of the system is to manage and track customer wait times and produce management reports to determine office productivity.

Currently customers visiting a driver license office are greeted by a receptionist, who assigns them a number and writes their number on a paper waiting list. The receptionist monitors the examiner stations and determines when to send the next customer to the counter. This process is manual and highly dependent on the experience and judgment of the receptionist. In addition, this process provides no ready mechanism for matching customer need with examiner skill level or job assignment. Customer flow is often inefficient, resulting in longer transaction times and wait times. Further, this manual process does not provide management reports or statistics for performance measures.

The automated queuing system will allow management to assign examiners to specific duties and to adjust those assignments on the fly based on the changing customer needs throughout the day. The customer will check in with the receptionist, who selects the customer's service need and prints a ticket with a computer-generated number. When the appropriate examiner station is available, the customer hears and sees their number, along with the examiner station number, through an LCD TV. The examiner clicks to indicate that they are serving a customer. When the examiner completes the transaction for the customer, he or she clicks another button to indicate ready for the next customer.

The system will provide management reports summarizing wait times by category and overall and examiner performance/production volume and average transaction time. Reports are also available for information about specific customers. The system will have an ability to target goals for wait times, adjust service categories, and examiner assignments. Both historical data and real-time data (snapshot of what is currently happening in an office) will be available.

4.2 OBJECTIVES: The primary objective of this project is to provide a queuing system to improve customer service in our state-operated driver license and motor vehicle offices. The awarded contractor will provide queueing systems for new offices during the term of the contract.

4.3 SCOPE OF WORK: The awarded contractor will be responsible for the design, installation, implementation, training and maintenance of the system and all of the system's components for the entire contract period. As field offices relocate, the contractor is responsible for removing and reinstalling the equipment as requested by the Department.

The contractor will provide all hardware and software required to operate a customer queuing system, with the exception of the end-user PCs and the thermal receipt printers.

Each office has one Toshiba (32LV674) 32" LCD TV with built-in DVD player currently installed. In nine of the larger offices an additional flat screen TV is required and will be provided by the contractor (minimum 32"). Purchase and installation of the nine extra units, their power requirements and the pulling of CAT 5 cabling for 62 TVs will be the contractor's responsibility.

In 15 offices, waiting room composition necessitates the use of alternative customer notification methods. These could include but are not limited to, the use of handheld pagers and/or installation of external speakers or signage. Speakers should be flush mounted and secured in such a manner that they can not be easily removed.

Contractors are encouraged to present creative options that provide the best means for customer notification in these unique environments.

The contractor must provide the following

- A. Maintenance for all contractor supplied hardware and software including operating system security patches and updates.
- B. Software licenses and any necessary equipment for a minimum of 731 examiners, 57 managers and 19 administrators at 57 locations across the state.

- C. One, four hour training session on Sunday at each facility for up to 10 users.
- D. Training must include system hardware and software components and all necessary information for employees to operate and manage the system.
- E. Standard reporting package at the macro and micro level to enable individual and office performance tracking. At a minimum, reports must include customer check-in time, customer wait time, time spent in a virtual queue and an ability to sort by customer service representative (examiner), by date and by office. The reports must be accessible at both the local site and remotely from Tallahassee headquarters. Reporting options must include both real-time information and history.

Installation and configuration of the acquired system will be overseen and coordinated by the Department's Information Systems Administration and Division of Driver License's Program Systems Office.

Installation of systems and training will be done in each office between Friday after 6pm and Sunday until 9pm.

Contractor must be on-hand at each facility on the first day of operation to answer questions and provide assistance as required.

5.0 TECHNICAL REQUIREMENTS

Contractor must bear full responsibility to ensure successful installation, implementation, operation, and maintenance of all hardware and software associated with this solicitation.

5.1 SYSTEM REQUIREMENTS:

- A. The customer queuing system will be accessed from Departmental PCs (2.7 GHz processor, 512Mb RAM, 30Gb hard drive and Windows XP with Service Package Two operating system). These Digimarc PCs are also used for the Department's driver license and motor vehicle applications.
- B. Arriving customers will check in with a receptionist (examiner), who will use the queuing system to enter the person's information, including the type of service needed, and produce a ticket number. The ticket number will be printed using existing Epson TM-T90 or like thermal receipt printers.
- C. The queuing system must have a "Walk Direct" capability, wherein the receptionist has an option to send the first customers of the day directly to the counter without issuing a ticket at the front desk. At the counter the examiner would enter the customer into the queue, thus providing for tracking of services.
- D. The queuing system must include an ability to calculate the estimated wait time for a specific customer. The time spent taking road tests and written exams will not be included in the customers overall wait time, but instead tracked separately.
- E. The customer queuing system must have the capability to differentiate levels of service needed, while managing the customer flow and sending customers to the appropriate examiner based on skill/need. The queuing system must allow managers to reallocate examiner tasking via a simple "point and click".
- F. The queuing system must have an auto-insertion feature to address situations where non-appointment customers are not called due to a high volume of appointment customers. Feature should be driven by a preset maximum wait time that can be adjusted by the office manager.
- G. After the customer has checked in and received a ticket number, the queuing system uses a wall mounted flat screen TV (minimum 32") to display the ticket number and examiner station number. The information is provided in both an audio and visual format and directs the customer to the appropriate counter for service. The system may display more than one customer's information at a time, in addition to displaying ongoing public service announcements.
- H. Examiners need the capability to call multiple customers to the counter at a time. This stacking of customers effectively eliminates any delay experienced between the time a customer is called to the counter and their subsequent arrival.
- I. Office layouts vary in configuration and size. 15 of the 57 offices do not have sufficient space for a waiting room and customers typically wait near the door or just outside under covered areas. In these situations, queuing system accommodations are required to ensure adequate customer notification. Possible solutions include but are not limited to; use of a handheld pager or installation of outdoor speakers or signage where applicable.

5.2 INSTALLATION LOCATIONS: The contractor will install the 19 state-operated offices within 120 days from the date the contract is awarded. In an effort to reduce interruptions in service, all installations including cabling, shall begin on Friday after 6 pm and finish by Sunday at 9pm. First year offices are located in the following areas:

- Miami (7)
- Orlando (4)
- Tampa
- West Palm Beach
- Lauderdale Lakes
- Delray Beach
- Jacksonville
- Pensacola
- Opa Locka
- Oakbrook

During the second year the remaining 38 offices will receive the queuing system. These offices are located in the following areas. During this phase, contractor will have six months to install all systems.

- Miami (4)
- Fort Lauderdale
- Cape Coral
- Lakeland
- Gainesville
- Coral Gables
- Margate
- Deerfield Beach
- Palm Beach
- Fort Myers
- Tampa (6)
- Pinellas Park
- Lutz
- Clermont
- Jacksonville (3)
- Lantana
- Pompano Beach
- Port St. Lucie
- Daytona Beach (2)
- Panama City
- Ft Walton Beach
- Tallahassee (2)
- Melbourne
- Fort Pierce (2)
- Tavares

Office addresses and points of contact are included as Attachment IV to this document

5.3 SYSTEM COMPATIBILITIES AND REQUIREMENTS: Proposals must meet the minimum requirements listed below:

- A. An operating platform that is consistent and compatible with DHSMV's current system requirements, and meets the minimum requirements as follows:
 1. All software, including operating software, must be fully supported, current versions that containing the latest security patches at the time of install, unless otherwise agreed to by the State.
 2. Server operating systems must be hardened according to IT industry best practices. At a minimum, securing operating systems should include:
 - a. Patch and upgrade the operating system
 - b. Remove or disable unnecessary services and applications
 - c. Configure operating system user authentication
 - d. Test the security of the operating system.
- B. System must be web-based with a contractor provided host server that will be located in the Neil Kirkman Building in Tallahassee. A system architect must provide a backup capability that provides seamless operation should there be a host server failure.
- C. System must have no proprietary hardware required for usage.
- D. Must be compatible with the existing hardware within the office:
 1. Toshiba (32LV674) 32" LCD TV with built-in DVD player
 2. Epson TM-T90 thermal receipt printer
 3. Dell Workstations, with Windows XP operating system
- E. System software must remain compatible with Departmental operating system upgrades. These updates must be made at no cost to the Department.

5.4 DELIVERABLES: All hardware and software required to operate a customer queuing system, with the exception of the end-user PCs and the thermal receipt printers is to be included in the proposal.

- A. Each office has one Toshiba (32LV674) 32" LCD TV with built-in DVD player currently installed. In nine of the larger offices an additional flat screen TV is required and will be provided by the contractor (minimum 32"). Purchase and installation of the nine extra units, their power requirements and the pulling of CAT 5 cabling for 62 TVs will be the contractor's responsibility.
- B. In 15 offices, waiting room composition necessitates the use of alternative customer notification methods. These could include but are not limited to, the use of handheld pagers and/or installation of external speakers or signage. Speakers should be flush mounted and secured in such a manner that they can not be easily removed. Contractors are encouraged to present creative options that provide the best means for customer notification in these unique environments.
- C. Required maintenance for all contractor supplied hardware and software including operating system security patches and updates.
- D. Software licenses and any necessary equipment for a minimum of 731 examiners, 57 managers and 19 administrators at 57 locations across the state.
- E. Installation and configuration of the acquired system will be overseen and coordinated by the Department's Information Systems Administration and Division of Driver License's Program Systems Office. Installation of systems and training will be done in each office between Friday after 6pm and Sunday until 9pm.
- F. Standard reporting package at the macro and micro level to enable individual and office performance tracking. At a minimum, reports must include customer check-in time, customer wait time, time spent in a virtual queue and an ability to sort by customer service representative (examiner), by date and by office. The reports must be accessible at both the local site and remotely from Tallahassee headquarters. Reporting options must include both real-time information and history.
- G. Contractor will provide a deployment schedule that must meet Departmental approval and at a minimum address the following:
 - 1. Date and location of offices to be outfitted
 - 2. Estimated hours to complete the install
 - 3. Point of contact information for each team completing the install

5.5 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 a working knowledge of the system being used through this contract. This working knowledge shall be sufficient for the individual to fully understand the repairs being made at the sites and communicate with both contractor's field service personnel and State's technical staff.

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:

- 1) An in-depth knowledge of applicable equipment and troubleshooting techniques,
- 2) A thorough knowledge of hardware configuration and network connectivity,
- 3) Experience installing and configuring hardware
- 4) Experience in deploying workstations and servers.

The State shall designate a Project Manager and a backup project manager from 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 will 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 State. Contractor personnel assigned to the project may not be reassigned by the State 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 State'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 State, contractor personnel may be required to work at night or on week-ends to resolve problems severely affecting one or more steps within the project, or to implement the project within the time period required by the State. Such work at night or on weekends shall not be the routine method of operation.

If, in the State'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 State. Should the contractor wish to change the employees named in their proposal the State must approve the proposed replacements.

5.6 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.

5.7 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 State's systems developers.

5.8 SUPPLIES: Respondent must provide a list of all consumables.

Contractor must maintain a sufficient quantity of supplies to provide a minimum thirty (30) day, maximum one hundred and twenty (120) day operational supply at each location where the system is installed. All supplies must have a shelf life of at least six (6) months from the date of receipt at the location.

Cost of all rejects due to defects in supplies or equipment will be borne by the contractor.

5.9 SITE READINESS: Proposer must state in his response their minimum acceptable site and environmental standards that are required for site installation.

5.10 ADDITIONAL SYSTEM REQUIREMENTS: The State, at its discretion, may upon 30 day written notice require that the 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 State reserves the right to move any and all equipment from one location to another in order to meet its operational requirements. The contractor will be notified in writing of any changes required. During the term of the contract, additional offices may be added or existing offices closed.

5.11 MAINTENANCE REQUIREMENTS: During the entire term of the Contract, including any renewal term and/or Contract extension, the Contractor shall render maintenance to keep the system in or restore the System to good working order. 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 12 months. All hardware and "off-the shelf" software technology proposed shall be available at the time of the Contractor's Best and Final Offer.

- A. All hardware and software maintenance, upgrade and replacement charges must be included without additional charge during the term of the Contract.
- B. If required, contractor will need to modify queuing system parameters to accommodate updates made to Departmental issuance systems. These adjustments must be completed at no cost to the Department.
- C. Contractor will provide a detailed maintenance plan that includes but is not limited to the following:
 - 1. Minimum response time to address and correct system problems.
 - 2. Hardware warranties and replacement provisions for defective equipment.
 - 3. Technology refresh provisions for all queuing system components.
 - 4. Provisions for system preventative and scheduled maintenance.

5.12 SECURITY: Respondent 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.

5.13 QUALITY CONTROL: Respondent must provide a detailed quality control plan and discuss any additional but related services.

5.14 TRAINING: One, four hour training session on Sunday at each facility for up to 10 users, who will then train remaining users at that site. Training must include system hardware and software components and all necessary information for employees to operate and manage the system. Contractor must be on-hand at each facility on the first day of operation to answer questions and provide assistance as required. 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.

5.15 FUTURE IMPROVEMENTS: The Department may consider improvement options during the term of the contract, and after the contract may negotiate with the contractor for incorporation of improvements. **For new office openings, the Department may purchase additional office systems per the terms and conditions, including prices bid in the awarded solicitation during the entire term of this contract including any renewals.**

6.0 INSTRUCTIONS FOR PREPARING PROPOSALS

6.1 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.

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

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

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

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.8.1 TRANSMITTAL LETTER: Identify the proposal as "Proposal to the State of Florida Department of Highway Safety and Motor Vehicles, for the (*Description of RFP*).” 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.

6.8.2 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.

6.8.3 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 3.1 "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.

6.8.4 SYSTEM REQUIREMENTS: Respondents must address all subsections listed under Sections 4 and 5. Respondent must label each subsection of the proposal with the name and number of the corresponding section and address each requirement in that section. Respondent must identify equipment name, model and feature numbers 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 environmental requirements. Identify power requirements.

Respondent 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.

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 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 State. Provide software maintenance for the contract period. It is the responsibility of the Contractor to have staff with sufficient expertise to make recommendations for purchased software configuration.

All prices 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.

6.8.5 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 is estimated and does not represent a guarantee of work.

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

7.0 EVALUATION OF PROPOSALS

7.1 TECHNICAL PROPOSAL:

(maximum 80 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 9.19 of this solicitation.

7.2 EXECUTIVE SUMMARY: (0 points, pass/fail) (refer to 6.8.2)

7.3 PROJECT ORGANIZATION AND PLAN: (15 points, refer to 6.8.3)

7.4 SYSTEM REQUIREMENTS: (maximum 20 points, ref. 5.1)

7.5 DELIVERABLES: (maximum 15 points, ref. 5.4)

7.6 DESIGNATED PERSONNEL: (maximum 10 points, ref. 5.5)

7.7 SUPPLIES: (pass/fail, ref. 5.8)

7.8 MAINTENANCE REQUIREMENTS: (maximum 10 points, ref. 5.11)

7.9 QUALITY CONTROL: (Maximum 5 points, ref. 5.13)

7.10 TRAINING: (maximum 5 points, ref. 5.14)

7.11 PRICE PROPOSAL: (maximum 120 points) The lowest cost proposal will be awarded 120 points. Lowest total cost (LC) divided by proposal being considered (PC) times maximum points score (120) equals points awarded.

Formula: $LC/PC \times 120 = \text{Score}$.

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

7.12 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 II.

7.13 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.

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 as described in Section 7.20 of this solicitation.

8.0 PRICE PROPOSAL FORM

Cost for each office package with 12 examiner stations or less.

\$ _____ X 33 offices = (a) \$ _____

Cost for each office package with greater than 12 examiner stations.

\$ _____ X 24 offices = (b) \$ _____

Total Cost (a + b)

\$ _____

*** Office package must include installation, all software, hardware, maintenance and start up training.**

RESPONDENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ATTACHMENT I**FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES****IDENTICAL TIE BIDS FORM**

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

Contractor Signature

ATTACHMENT II

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

SAVINGS/DISCOUNTS/PRICE REDUCTIONS

COMMODITY OR SERVICE: _____

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

Non-discounted price each \$ _____ X quantity _____ = \$ _____ List Price.

Discounted price each \$ _____ X quantity _____ = \$ _____ Actual Price.

Additional comments or savings information:

Authorized Signature: _____

Printed Name: _____

Date: _____

To be completed by DHSMV representative as applicable:

Requisition # _____ P O # _____ Division _____

Total award amount \$ _____

ATTACHMENT III

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

CHECKLIST

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

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (proposal, performance and/or damages) sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference.** (If applicable)
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System’s website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) and will include all questions asked and answered concerning the Solicitation.
5. _____ **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms (Section 8.0), Certificate of Drug Free Workplace (Attachment I), Savings / Discount / Price Reduction (Attachment II), etc.
8. _____ **Check the Vendor Bid System website for Solicitation addenda.** Before submitting your response, check the Vendor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.
9. _____ **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

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

ATTACHMENT IV

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

OFFICE ADDRESS AND POINTS OF CONTACT

Examiner Stations	Office Number	Office Phone Number	Address	City	Manager	Field Services Manager
8	E02	(904) 696-5958	1680 Dunn Avenue #38	Jacksonville	Robert Amos	Paul V. Kaszanits
8	E05	(904) 992-2439	14333 Beach Boulevard, Suite #20	Jacksonville	Eleanor Faulkenberry	Paul V. Kaszanits
8	G07	(352) 742-6166	28129 County Road 561	Tavares	Wanda S. Gray	William R. Shepherd
8	H06	(772) 778-6359	110 South US 1	Vero Beach	Barbara J. DeLong	Susan J. Del Gatto
8	J01	(727) 507-4792	13825 Icot Boulevard, Suite 604	Clearwater	James M. Connery	TBA
9	B01	(850) 488-9259	504-A Capital Circle SE	Tallahassee	Angela M. Dell	Donald P. Shirilla, Jr.
9	H05	(321) 752-3163	3442 North Harbour City Boulevard	North Melbourne	Wade Sams	James B. Haley
9	K06	(813) 757-9386	408 West Renfro Street, Suite 110	Plant City	Donald L. Reese, Jr.	TBA
9	P08	(772) 344-4157	6578 NW Selvitz Road	Port St. Lucie	Debra D. Tomes	Susan J. Del Gatto
9	P09	(772) 460-3680	3220 South U.S. Hwy. 1, Suite 6&7	Fort Pierce	Heather K. Chinaea	Susan J. Del Gatto
9	Q02	(850) 617-5195	2900 Apalachee Parkway, Kirkman Bldg.	Tallahassee	Elizabeth L. Brooks	Donald P. Shirilla, Jr.
9	S11	(305) 693-2029	7900 NW 27th Ave., #150SC	Miami	Juanita L. Grate	Elizabeth L. Arabi
9	T06	(305) 246-6347	1448 North Krome Avenue, Suite 103	Florida City	Ana I. Gonzalez	Gail E. Shelow
10	A07	(850) 833-9122	115-D Northwest Racetrack Road	Ft. Walton Beach	Mindy S. Parkton	Deborah Richards
10	B10	(850) 747-5750	237 West 15th Street	Panama City	Cyd C. Buckner	Deborah A. Corbin
10	E01	(904) 777-2120	7439 Wilson Boulevard	Jacksonville	Stephanie H. Hicks	Paul V. Kaszanits
10	F01	(386) 736-5119	330 East New York Avenue	Deland	Ellen E. Robinson	William Shepherd
10	K02	(813) 272-3439	2814 East Hillsborough Avenue	Tampa	Daniel D. Thatcher	TBA
10	M01	(941) 708-6436	3611 First Street, East, Ste 1010	Bradenton	Rosa L. McNeil	Kirsten A. Thompson
10.5	P03	(561) 540-1174	1299 West Lantana Road	Lantana	Elizabeth Ricketts	Sharon L. Adkins

Examiner Stations	Office Number	Office Phone Number	Address	City	Manager	Field Services Manager
11	F02	(386) 238-3143	310 Jean Street	Daytona Beach	Darlene A. Wiles	William Shepherd
11	G04	(352) 243-0176	2400 S. U.S. Hwy 27, Bldg 4, Ste. 4205	Clermont	Alexander T. Waldron	William R. Shepherd
11	J03	(727) 549-6630	6855 62nd Avenue, North	Pinellas Park	TBA	TBA
11	K03	(813) 558-1154	14610 Livingston Avenue	North Tampa	Coy Permenter	TBA
11	K05	(813) 740-7536	10137 East Adamo Drive, Suite 800A	Tampa	Felicia W. Himes	TBA
11	M03	(941) 361-6218	601 South Pompano Avenue	Sarasota	Lesia P. McEwen	Kirsten A. Thompson
11	R04	(954) 969-4236	2712 West Atlantic Boulevard	Pompano Beach	Sandra K. Ritton	Sharon K. Sabourin
12	N01	(239) 656-7710	1830 N. Tamiami Trail	North Ft. Myers	Richard C. Schwable	Kristen A. Thompson
12	P05	(561) 624-6933	3185 PGA Boulevard	Palm Beach Gardens	Brenda B. Merritt	Sharon L. Adkins
12	R05	(954) 428-4524	100 South Military Trail, Suite 26	Deerfield Beach	Jacqueline A. Oatts	Sharon K. Sabourin
12	R06	(954) 969-4374	2500 North State Road 7	Margate	Michael Warren	Sharon K. Sabourin
12	S01	(305) 623-3513	16000 Northwest 27th Avenue	Miami	Sharon Sanchez	Elizabeth L. Arabi
12	T01	(305) 569-2603	4520 Ponce de Leon Boulevard	Coral Gables	Gladys W. Chester	Gail E. Shelow
13	D10	(625) 955-2399	5830 Northwest 34th Street	Gainesville	Nicole J. Hoffenberg	Norma Cox
13	L01	(863) 499-2329	3249 Lakeland Hills Boulevard	Lakeland	Steven W. Howard	TBA
13	N02	(239) 458-4592	413 NE Van Loon Lane	Cape Coral	Sheri L. Hessler-Neff	Kristen A. Thompson
13	R08	(945) 467-4514	1931 Northwest 9th Avenue	Fort Lauderdale	Johnny G. Williams	Sharon K. Sabourin
14	G06	(407) 327-4764	290 East SR 434	Winter Springs	Ronald D. Ryan	James B. Haley
14	H01	(407) 846-5238	2892 North Orange Blossom Trail	Kissimmee	Donald Walton	James B. Haley
14	R03	(954) 746-1762	7217 West Oakland Park Boulevard	Lauderhill	Thomas Harvey	Sharon K. Sabourin
14	S03	(305) 654-7123	21427 Northwest 2nd Avenue	Miami	Rosetta L. Smith	Elizabeth L. Arabi
14	S09	(305) 827-2753	18400 Northwest 75th Place, Suite 106	Miami	Jose Martin	Elizabeth L. Arabi
14.5	S06	(305) 685-4128	12601 Northwest 42nd Avenue	Opa Locka	Linda Jean	Elizabeth L. Arabi
14.5	T03	(305) 385-5264	13780-B Southwest 56th Street	Miami	Osmin Alvarez	Gail E. Shelow

Examiner Stations	Office Number	Office Phone Number	Address	City	Manager	Field Services Manager
15	A02	(850) 484-5016	100 Stumpfield Road	Pensacola	Michelle L. Bolden	Deborah Richards
17	K01	(813) 673-4385	4100 West M.L. King, Jr. Boulevard	Tampa	Ana Nieves	TBA
18	E03	(904) 858-6943	3428 Beach Boulevard	Jacksonville	Amanda R. Clark	Paul V. Kaszanits
18	G02		Temporarily Closed (opening April 2008)	Orlando	TBA	James B. Haley
18	R02	(954) 893-5074	8001 Pembroke Road	Pembroke Pines	Michelle P. Rolle	Sharon K. Sabourin
18	S05	(305) 827-2741	1923 West 60th Street	Hialeah	Maria E. Sierra	Elizabeth L. Arabi
18	S07	(305) 643-7411	901 Northwest 39th Avenue	Miami	TBA	Gail E. Shelow
19	P02	(561) 637-7092	14570 South Military Trail, #C-3	Delray Beach	Cynthia M. Vernon	Sharon L. Adkins
19	R01	(954) 714-3557	3708 West Oakland Park Boulevard	Lauderdale Lakes	Aaron Lee	Sharon K. Sabourin
20	T02	(305) 227-7692	1315 Southwest 107th Avenue	Miami	Mary L. Ross	Gail E. Shelow
21	P01*	(561) 640-6182	571 North Military Trail	West Palm Beach	Sharon G. Sheppard	Susan J. Del Gatto
21	T04*	(305) 252-4430	14653 Southwest 122nd Avenue	Miami	TBA	Gail E. Shelow
26.5	G01	(407) 445-5552	4101 Clarcona Ocoee Road	Orlando	James E. Woods	James B. Haley