



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

May 6, 2019

Solicitation Number: DHSMV ITN 033-19
Solicitation Title: Quality Assurance Operations

This solicitation includes the following attachments:

Attachment	A	-	Special Instructions
Attachment	B	-	Scope of Services
Attachment	C	-	Submission Requirements
Attachment	D	-	Evaluation and Negotiation Criteria
Attachment	E	-	Past Performance
Attachment	F	-	Price Sheet
Attachment	G	-	Required Certifications
Attachment	H	-	Sample Contract

It is important that Respondents monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Respondent to check the VBS for new or changing information.

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

Note: 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.

ATTACHMENT A SPECIAL INSTRUCTIONS

- A.1 Solicitation Number: DHSMV ITN 033-19
- A.2 Solicitation Type: Invitation to Negotiate (ITN)
- A.3 Solicitation Title: Quality Assurance Operations
- A.4 Date of Issuance: May 6, 2019
- A.5 Issuing Officer: Corina Chiorescu
- Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway, MS# 31, Room B415
Tallahassee, FL 32399-0500
Email: CorinaChiorescu@flhsmv.gov

A.6 Calendar of Events:

The projected solicitation calendar of events is shown below (all times are Eastern Standard Time). The Department reserves the right to amend the timeline in the State's best interest. If the Department finds it necessary to change any of the activities/dates/times listed (other than those listed as "anticipated"), all interested parties will be notified by addenda to the original solicitation document posted on the Vendor Bid System (VBS) (http://myflorida.com/apps/vbs/vbs_main_menu).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by the Department	May 6, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Written Inquiries	May 9, 2019 5:00 pm	Address provided in Section A.5, above
<u>Anticipated</u> Date for Department Responses to Contractor Questions	May 14, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Replies ¹	May 22, 2019 3:00 pm	Department of Highway Safety and Motor Vehicles Neil Kirkman Building 2900 Apalachee Parkway, MS# 31 Tallahassee, FL 32399-0500 Same as above
Opening of Replies	May 22, 2019 3:30 pm	
<u>Anticipated</u> Evaluation of Replies	May 28 - 30, 2019	Various
<u>Anticipated</u> Dates for Negotiations	June 3-6, 2019	TBD
<u>Anticipated</u> Date of Award	June 11, 2019	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu

¹ "Replies" and "Responses" are used interchangeably and mean the document submitted in response to, and in accordance with, this ITN by a prospective contractor.

ACTIVITY	DATE/TIME	LOCATION
Anticipated Contract Start Date	July 1, 2019	N/A

Note: Solicitation activities shall take place on the date and time indicated above, where applicable, with the exception of recognized State of Florida holidays (see, section 110.117, Florida Statutes (Fla. Stat.)). For planning purposes, prospective contractors should also consider the utilized mailing service's observed holidays.

A.7 General and Special Instructions

The General Instructions to Respondents, PUR 1001, is incorporated herein by reference and provided at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms

In the event of conflict between the General Instructions and Special Instructions (Attachment A), the Special Instructions shall have priority.

A.8 Mandatory Requirements:

The Department, as defined herein, has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate the future) in this ITN, indicates a requirement or condition from which a material deviation cannot be waived by the State. A deviation is material if in the Department’s sole discretion, the deficient response is not in substantial accord with the ITN requirements; provides a competitive advantage to one vendor over other vendors or has a potentially significant effect on the cost to the Department or the quantity or quality of items proposed. The words “should” or “may” in this ITN indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such desirable feature will not in itself cause rejection of a response.

A.9 Restriction on Communications:

Prospective contractors to this ITN or persons acting on their behalf may not contact, between the release of the ITN and the end of the seventy-two (72) hour period following the agency posting of 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 ITN, except in writing to the Issuing Officer or as provided in the ITN documents. Violation of this provision may be grounds for rejecting a response.

A.10 Contractor Questions:

Note: To the extent this section conflicts with PUR 1001, General Condition #5, the below Special Instruction takes precedence.

The Department will receive all questions pertaining to this ITN no later than the date and time specified for written inquiries in Section A.6, Calendar of Events. All inquiries must be made **in writing** and sent by email to the Issuing Officer identified in Section A.5. At a minimum, the subject of the email should include the solicitation number and the Vendor’s company name. **No telephone inquiries will be accepted.** Any information received through any oral communication will not be binding on the Department and should not be relied upon by a prospective contractor.

The Department's response to questions received will be posted as an addendum to this ITN as specified in Section A.6, Calendar of Events. Any addenda or written answers supplied by the Department's Issuing Officer to participating prospective contractors' written questions, become part of this solicitation. The Department reserves the right to respond to late-submitted questions if to do so is in the state's best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing). However, the Department is under no obligation to respond to late-submitted questions.

For the purposes of this solicitation, all references to the term "prospective contractor" shall mean a person(s), firm(s), or corporation(s) intending to submit or submitting a response to this solicitation. All references to "responsive contractor" (or "responsive vendor") shall mean a person(s), firm(s), or corporation(s) submitting a response meeting the mandatory submission requirements of this solicitation. All references to the terms "awarded contractor" shall mean a person(s), firm(s), or corporation(s) submitting the responsive response to this solicitation that provides the best value to the state, and with whom the Department intends to enter into a contract. (NOTE: The terms "contractor" and "vendor" may be used in this ITN interchangeably.)

A.11 Solicitation Addenda:

If the Department finds it necessary to supplement, modify, or interpret any portion of the ITN during the solicitation period, a written addendum will be posted on the VBS. Prospective contractors may be required to acknowledge receipt of addenda in writing. Notice of such requirement will be posted with the addenda on the VBS. A representative who is authorized to contractually bind the prospective contractor must sign any addenda to this ITN, if requested.

It is the prospective contractor's responsibility to check the VBS periodically for any information or updates to this ITN. The Department bears no responsibility for any consequences associated with a prospective contractor's failure to obtain the information made available through the VBS.

A.12 Cost of Reply Preparation:

Neither the Department nor the State of Florida is liable for any of the costs incurred by prospective contractors in preparing and submitting a reply.

A.13 Prohibition of Gratuities:

By submission of a response, a prospective contractor certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Fla. Stat. Any contract issued as a result of this ITN may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

A.14 Number of Awards:

The Department seeks to contract with one (1) contractor to perform the services as outlined in Attachment B, Scope of Services.

A.15 Type of Contract Contemplated:

The contract resulting from this solicitation will be a combination of fixed price (unit cost) and cost reimbursement in accordance with the negotiations.

A copy of the Department's Standard Contract containing standardized terms and conditions that will govern service delivery is included as Attachment H Standard Contract. Prospective contractors should closely review the requirements contained in the sample contract. Modifications proposed by prospective contractors, or by the awarded contractor, **will not** be

considered. This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful (i.e., awarded) contractor's response shall be incorporated by reference in the final contract document.

A.16 Term of Contract and Optional Renewal Term:

The anticipated initial term of the contract will be three (3) years. In accordance with subsection 287.057 (13), Fla. Stat., the contract may be renewed, at the option of the Department, for a period of up to three (3) years.

Renewal must be implemented prior to expiration of the original contract term, must be in writing and based on the original terms and conditions of the contract, including any lawfully issued amendment(s). The Department reserves the right to structure the renewal term as single one (1) year period, or multi-year periods in any combination (e.g., three (3) one-year periods; one (1) three-year period, etc.).

A.17 Vendor Diversity

The State supports and encourages supplier diversity and the participation of small and minority business enterprises in state contracting, both as prime contractors and subcontractors (if applicable). The awarded contractor shall submit as part of this plan, its approach to supporting the State's vendor diversity program, and the intent of section 287.09451, Fla. Stat.

Additional assistance may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915 or online at <http://osd.dms.state.fl.us/>.

A.18 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the resulting contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Fla. Stat., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), Fla. Stat.; and for purposes of the resulting contract the person, firm or other business entity carrying out the provisions of the resulting 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>.

The awarded contractor shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation, as applicable. If RESPECT is to be utilized as a subcontractor, the awarded contractor shall provide written proof of a subcontractor agreement for services/items related to this solicitation with RESPECT as part of the State Project Plan. At a minimum, this written documentation should include a one (1) page letter supplied by RESPECT on its letterhead stationery verifying the subcontracting relationship with the awarded contractor for services related to this ITN.

A.19 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida Correctional Work Programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the resulting contract shall be purchased from the corporation identified under Chapter 946, Fla. Stat., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), Fla. Stat.; and for purposes of the resulting contract the person, firm or other business entity carrying out the provisions of the resulting contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional

information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>.

The awarded contractor shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. If PRIDE is to be utilized as a subcontractor (if applicable), the contractor shall provide written proof of a subcontractor agreement with PRIDE as part of its State Project Plan. At a minimum, this written documentation should include a one (1) page letter supplied by PRIDE on its letterhead stationery verifying the subcontracting relationship with the awarded contractor for services related to this ITN.

A.20 Reply Clarification:

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of replies from all respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the proposal.

A.21 Joint Ventures and/or Legal Partnerships:

Joint ventures or legal partnerships shall be viewed as one (1) prospective contractor. Authorization for signatures provided by a joint venture/legal partnership shall have authorizations attached thereto and must be submitted with the proposal submission.

A.22 Posting of Notice of Intent to Award:

The Department will post a Notice of Intent to Award, stating its intent to enter into one (1) contract, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

The Notice of Intent to Award will remain posted for a period of seventy-two (72) hours, not including weekends or state-observed holidays. Failure to file a protest within the time prescribed in subsection 120.57(3), Fla. Stat., 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, Fla. Stat.

ATTACHMENT B SCOPE OF SERVICES

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B.1 DEFINITIONS AND ACRONYMS

For the purposes of this solicitation attachment, the following words or terms shall have the indicated meaning:

- A. **Audit** – the process of covertly taking Commercial Driver License skills tests and outlining findings in a report, as indicated in Attachment B, Scope of Services, Section B.5, Services provided by the Contractor.
- B. **Auditor** – Contractor personnel who perform the on-site audits required in this solicitation.
- C. **Awarded Contractor (also referred to as “Successful Contractor” or “Contractor”)** – The party selected for award under this Invitation to Negotiate (ITN), with whom the Department intends to enter into a formal contract.
- D. **Business Day** – Any day on which State of Florida governmental agencies conduct normal business, typically Monday through Friday, excluding State-observed Holidays.
- E. **Business Hours** – The hours of 7:30 a.m. to 6:00 p.m., local time, on any business day. (Note: Florida is geographically situated in both the Eastern and Central time zones.)
- F. **Commercial Driver License (CDL) Skills Test** – The practical demonstrations of an applicant’s skill, knowledge and ability necessary to obtain a CDL and to safely operate a commercial motor vehicle. A CDL skills test consists of three parts: a pre-trip inspection, prescribed basic control maneuvers, and an on-road driving test.
- G. **Commercial Driver License (CDL) Class A Driver License** – Driver license issued in accordance with the requirements of Section 322.01(7), Florida Statutes, for any combination of vehicles with a Gross Vehicle Weight Rating (GCWR) of 26,001 or more pounds provided the GVWR of the vehicle(s) being towed is in excess of 10,000 pounds.
- H. **Contract** – A formal purchasing document that contains or incorporates the terms and conditions that apply to the purchase to be made pursuant to this ITN, as executed between the Department and awarded Contractor.
- I. **Contractor** – The party selected for award under this ITN, with whom the Department intends to enter into a formal contract document. May also be referred to as “Vendor”.
- J. **Contract Term** – The longest period of time the contract could remain in effect, including the optional renewal term and any required extension(s) authorized under the provisions of Section 287.057(12) and (13), Florida Statutes. Whether the contract remains in effect during this entire time frame is dependent upon satisfactory performance by the Contractor, continued appropriation by the Legislature, and other factors stated in the ITN and resulting contract.
- K. **Confidential Information** – Data, material and information deemed “exempt” or “confidential” by the Florida Public Records Law, Chapter 119, Florida Statutes, or any other provision of the Florida Statutes, or Article I, Section 24, Florida Constitution, or as identified by Federal law, or as identified by the Department.

For purposes of this ITN and resulting contract, reference to Confidential Information includes personal identification information, such as social security number, address, or Contractor's proprietary information.

- L. **Covert** – not openly displayed.
- M. **Data** – A permanent reproduction, or copy, in the form of a physical object, of any media suitable for direct use by a person (in particular, paper), of displayed or transmitted data. In computing, "data" is information that has been translated into a form that is more convenient to move or process. For purposes of this ITN, data refers to hard copy documents and electronic data shared or exchanged by the Department or Contractor.
- N. **Days** – Calendar days, unless otherwise stated.
- O. **Purchase Order** – The purchasing document containing terms and conditions governing the purchase to be made by the Department, issued via Florida's eProcurement system. See, [PUR Form 1000](#), paragraph 2.
- P. **Respondents** – Entities submitting a formal proposal to this ITN; may also be referred to as "Prospective Contractors" or "Vendors."
- Q. **Third Party Administrator (TPA)** – A person or entity of state government, subdivision of state government, public or private corporation, firm, organization, school, or entity of a local government that administers portions of the examination for driver licenses on behalf of the Department. The TPA must be authorized by the Department and accept responsibility for the performance of all activities within Sections 322.54 and 322.56, Florida Statutes, and the executed formal contract with the Department.
- R. **Third Party Tester (TPT)** – An individual who is an employee of a TPA and who is personally qualified and approved by the Department to conduct or administer an exam. The TPA is required to conduct all examinations as outlined in the Department's procedures for administering the Commercial Driver License skills test and per the executed contract with the Department.

B.2 BACKGROUND

The Department performs overt quality assurance audits to ensure its Third Party Administrators (TPAs) and Third Party Testers (TPTs) are performing duties in accordance with all applicable state and federal laws, and Department policies and procedures. The development of a covert Quality Assurance Operations Program will assist the Department in ensuring that CDL skills tests are being appropriately administered in the State of Florida and that all CDL applicants have been required to complete all testing requirements in accordance with federal and state laws, regulations and the Department's requirements, prior to being given a passing score on a test results document, or prior to requiring a failing tester to enroll in the TPA's or TPT's corrective training in order to be re-tested.

B.3 PURPOSE

The Department is issuing this Invitation to Negotiate (ITN) to establish a contract with a Contractor for the development of the Quality Assurance Operations Program, to conduct covert on-site quality assurance audits for up to three (3) TPAs and/or TPTs each quarter, and reporting the results to the Department. The actual number of audits will be determined by the Department.

The purpose of the Quality Assurance Operations Program is to confirm and report findings to ensure that TPAs and TPTs are performing their duties in accordance with applicable contractual requirements, state and federal laws, and Department policies and procedures.

B.4 MANDATORY SERVICE DELIVERY REQUIREMENTS

The Department is seeking to contract with one (1) contractor to provide a Quality Assurance Operations Program as negotiated in this ITN. By executing a contract resulting from this ITN, the awarded contractor agrees to be held and shall be responsible for all services contemplated by this ITN during the term of the resulting contract, including any optional renewal or extension term.

B.5 SERVICES PROVIDED BY THE CONTRACTOR

The awarded Contractor shall provide a Quality Assurance Operations Program that shall meet, at a minimum, the following requirements:

A. Program Requirements:

- 1) The Contractor shall develop and conduct a Quality Assurance Operations Program, to covertly audit compliance, gather specific information, and report findings to the Department regarding administration and conducting CDL skills tests by TPAs and TPTs.
- 2) As part of the Quality Assurance Operations Program the Contractor shall perform quarterly on-site audits as assigned by the Department. The Department reserves the right to require the Contractor to complete more or fewer audits from quarter to quarter in order to meet the needs of the Department for this program. The Department will specify, in writing, the audit location and timeframe that each audit must be completed by the Contractor; however the Contractor shall build their own schedule based on the locations and timeframes indicated by the Department. The Contractor shall complete each audit within the specified timeframe as required by the Department.
- 3) The on-site audits shall be conducted covertly and the Department will work with the Contractor to establish the documents/credentials needed for the Contractor to participate in CDL skills testing.

B. Contractor Responsibilities:

- 1) The Contractor shall be responsible for the payment of all upfront costs associated with applying for and taking all test types for CDL exams. The Department will reimburse the Contractor for all CDL testing costs as invoiced by the Contractor in conjunction with performance of a Department assigned on-site audits.
- 2) The Contractor must supply and maintain all equipment used by the Contractor in carrying-out the Quality Assurance Operations Program and on-site audit activities.
- 3) The Contractor shall be responsible for establishing and maintaining physical security of all documents/credentials supplied by the Department to conduct the on-site audits.

- 4) The Contractor shall ensure that each on-site audit is varied so as to not develop a pattern that may be discovered. All efforts must be made to not divulge the identity of the covert auditor or the covert audit activities.
- 5) The Contractor shall document all activities during each audit in a complete manner, including but not limited to, video/photographs, and affidavits from auditors (e.g., signed statements of observed or participative actions describing the testing procedures and detailing any testing improprieties). Testing improprieties may include, but is not limited to, any incident where there is a failure to have the driver being tested perform a complete pre-trip inspection, basic skills test and an on-the-road test as described in the Department's CDL License Test Examiner's Manual. If required, the Contractor or its staff may be asked to provide corroborating testimony of observed testing activities at a formal hearing or court proceedings.
- 6) Upon the completion of each on-site audit, the Contractor shall submit a Findings Report to the Department within ten (10) business days of completion of the audit. The Findings Report, which must be submitted in the format required by the Department and is subject to acceptance or rejection by the Department shall, at a minimum, contain the following information:
 - a) Written findings documenting the result of audit;
 - b) Any supplemental documents, reports, or materials utilized in or otherwise related to the audit; and
 - c) Any additional information and documentation required by the Department and identified in writing prior to the Contractor's performance of the audit.

All documents and credentials supplied by the Department to Contractor for the purpose of performing the audits must be returned to the Department by the Contractor no later than the date upon which the Findings Report is due to the Department.

An audit will be deemed to be ready for billing upon written notice to the Contractor of acceptance and approval of the Findings Report by the Department's Contract Manager. The Department may require the Contractor to make corrections and modifications to the report in order to meet the satisfaction and approval of the Department. The Contractor shall make all required corrections and modifications to the report within the timeframes determined by the Department.

C. Contractor personnel performing audits shall meet the following requirements:

- 1) Must be trained in evidence gathering to ensure that documentation of each audit is thorough, accurate and sufficient to justify Department action against the TPA and/or TPT, if needed.
- 2) Must be capable of performing duties without a conflict of interest, and must have no affiliation or ownership association with any TPA or TPT under contract with the Department.
- 3) If required by the Department, the auditors taking the CDL exams at certain locations indicated by the Department, must be fluently bilingual and must be proficient in: 1) speaking at a conversational level; 2) reading; and 3) writing, in the following languages:

English; and
Spanish.

- 4) Contractor personnel performing audits must possess a valid Class A Commercial Driver License or its equivalent with no cancellations, suspensions, or revocations of the driving privilege for a minimum of three (3) years prior to this ITN and for the duration of the contract.
- 5) Contractor personnel performing audits must maintain a driving record with no more than three chargeable motor vehicle crashes or any violations defined in Chapter 316, Florida Statutes, during any consecutive three (3) year period during the term of the contract resulting from this ITN.
- 6) Contractor and subcontractor personnel must have no criminal convictions for offenses bearing on his or her ability to fill a position of trust, including but not limited to alcohol and drug related offenses within the ten (10) years immediately prior to the date of this ITN, any misdemeanor involving dishonesty or false statement, or a felony at any time.
- 7) Each contractor personnel performing audits must submit to a fingerprint-based Level II background check performed by a "Live Scan" Provider, in the State of Florida, and submit the results to the Department's Contract Manager prior to any contract activities. These background checks will be at no cost to the Department.

Information about the Live Scan process can be found at the link below:

<http://www.fdle.state.fl.us/Criminal-History-Records/Documents/ApplicantLivescanService-ProvidersVendors.aspx>

B.6 SECURITY AND FRAUD PREVENTION

- A. The Contractor must ensure each piece of equipment that has a data storage mechanism, provided and maintained under the resulting Contract, is properly sanitized to ensure data cannot be retrieved from media prior to disposal, replacement, reuse, or removal. Acceptable methods of sanitization include software to overwrite data on computer media, degaussing, or physical destruction. File deletion and formatting media are not acceptable methods of sanitization.
- B. Any system used or data stored outside of the Department's network or physical premises, or data transmitted outside of the Department's network, must be secured in compliance with applicable Federal and Florida Laws and rules, and must be protected from unauthorized access or modification with appropriate level of security logging for audit purposes. All recordings remain the sole property of the Department regardless of the storage location.

B.7 GENERAL STAFFING REQUIREMENTS:

- A. Upon request, the Contractor shall provide the Department with credentials of any new staff hired to replace any of the Contractor's staff performing audits position.
- B. The Contractor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in the resulting contract. If the Contractor becomes aware at any time during the resulting contract term, that its staffing levels, whether are not sufficient to ensure timely, complete, and satisfactory service delivery under the resulting contract, it shall notify the Department's Contract Manager in writing (email sufficient). The Contractor shall notify the Department within two (2) business days of any changes in its staffing levels and shall remedy the staffing deficiencies within ten (10) business days.

- C. In the event the Department determines that the Contractor's staff or staffing levels are not sufficient to fully and timely complete the services specified in the resulting contract, it will advise the Contractor in writing and the Contractor shall address the Department-identified deficiencies in accordance with the time frames noted above. All staffing deficiencies shall be resolved to the satisfaction of the Department.
- D. The Contractor shall ensure that backup personnel are kept up-to-date on all facets of the project to ensure that they can effectively fill-in.. All personnel assigned by the Contractor to perform any services or tasks under the resulting contract must be highly skilled and have previous experience in the area of expertise to which they are assigned and expected to perform work.
- E. If, in the Department's sole opinion, any Contractor personnel assigned to the project does not exhibit the knowledge, skills, abilities and other qualities necessary to ensure timely and successful completion of services, the Department's Contract Manager will provide written notice, identifying the personnel to be replaced and a justification for replacement. The Contractor will have ten (10) days from the receipt of such notice to resolve the issue to the Department's satisfaction. This may include reassigning the person or persons to a more suitable task area on the project and replacing the reassigned person with a more qualified, experienced individual, or removing the person from the project entirely and replacing them with a qualified replacement. If the issue is not resolved to the Department's satisfaction within ten (10) days, the Department reserves the right to impose liquidated damages in accordance with section B.10, subsection B. General Liquidated Damages. The Contractor shall reassign any personnel whose continued presence would be detrimental to service delivery as required under the resulting contract.
- F. All computer equipment, office supplies, salaries, travel expenses, insurance, other expenses, benefits, taxes, and other monetary or non-monetary remuneration of Contractor personnel assigned to the resulting contract shall be provided by the Contractor.
- G. Contractor personnel must abide by the State of Florida's Code of Ethics and always maintain a professional appearance and demeanor while conducting business with the Department.

B.7 GENERAL REPORTING REQUIREMENTS

A. Monthly Status Reports

If required by the Department's Contract Manager, Contractor shall submit written Monthly Status Reports that include summaries of all current and completed activities of the project to the Department's Contract Manager on a mutually agreed upon day each month, and in an agreed-upon format. Email delivery of the Monthly Status Report is acceptable with a read receipt. Each Monthly Status Report shall include, at a minimum, the following information:

1. Activities/tasks worked on or completed during the month;
2. Upcoming major activities/tasks;
3. Apparent, current and future risks; and
4. Important issues and project barriers.

B. Ad Hoc Reports

The Contractor shall produce and submit additional reports that the Department's Contract Manager may require on a daily, weekly, or monthly basis, as deemed by the Department to be necessary. Each of these reports will be due within five (5) business days (unless otherwise agreed upon by both Parties), upon written request of the Department's Contract Manager.

B.8 DELIVERABLES

The Contractor shall provide the deliverables required under the resulting contract in accordance with Table 1, Deliverable Schedule, below. All written deliverables, if applicable, must be approved, in writing, by the Department's Contract Manager prior to use or dissemination. Deliverable due dates may be changed/extended upon prior, written approval of the Department.

TABLE 1 DELIVERABLE SCHEDULE		
No.	Deliverable	Completion Due Date
1.	Completion of on-site audits and submission of Findings Reports, as required in Section B.5, Services Provided by the Contractor.	In accordance with Department directives.

B.9 COMPENSATION

A. Contract Amount

The anticipated budget for the initial term of the contract is \$250,000.00. The payment structure for the Contract is a combination of fixed price (unit cost) and cost reimbursement, as follows:

- **Fixed Price** – The Department will use a fixed price approach to pay the Contractor for conducting on-site audits and submission of Findings Reports in accordance with the prices indicated in Attachment F, Price Sheet, of the ITN, and Section B.9, Compensation, subsection B., Contract Payment, Table 2.
- **Cost Reimbursement** – The Department will use a cost reimbursement approach to reimburse the Contractor for TPA test fees, TPA vehicle fees and vehicle rental fees, if applicable. Reimbursements requested by the Contractor shall be subject to the requirements of section B.5, SERVICES PROVIDED BY THE CONTRACTOR, subsection B. Contractor Responsibilities, item 1). The Contractor shall provide documentation supporting its reimbursement request for TPA test fees, vehicle fees or vehicle rental fees, to ensure proper identification of allowable reimbursements, as indicated in section B.9, COMPENSATION, subsection C., Invoicing, item 3.

B. Contract Payment

1. The Department will pay the Vendor, in arrears, upon the completion and written Contract Manager approval of the deliverables, in accordance with Table 2, Payment, below.

TABLE 2 PAYMENT		
No.	Deliverable	Amount
1.	Completion of on-site audits and submission of Findings Reports, as required in Section B.5, Services Provided by the Contractor.	TBD

2. Contract payments shall be made in accordance with Section 215.422, Florida Statutes, which provides in part, that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the contract or purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. (The applicable interest rate may be obtained by contacting the Department's Fiscal Section at (850) 617-3300, or from the Department of Financial Services' website at www.myfloridacfo.com/aadir/interest.htm.)

C. Invoicing

1. The Contractor shall submit a properly completed invoice to the Department's Contract Manager, identified in the resulting contract, no later than thirty (30) days after completion, written approval, and acceptance of the deliverables by the Department.
2. The Vendor must submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. Any payment due under the terms of this Contract may be withheld until all applicable deliverables and invoices due from the Vendor and necessary adjustments thereto have been approved by the Department.
3. The invoice shall include at a minimum:
 - Documentation detailing the audits completed;
 - Documentation, including, but not limited to all applicable invoices, receipts and supporting documentation for the amounts/fees paid by the Contractor for the TPA tests, TPA vehicle fees or vehicle rental fees, if applicable, along with documentation of written prior approval from the Department's Contract Manager to use a rental vehicle, and any other documents that support service delivery as required in the Contract, to ensure proper identification of allowable reimbursements;
 - The timeframe in which audits were completed;
 - The Vendor's invoice number;
 - Invoice date; and,
 - The Department's Contract/Purchase number.
4. All invoices for contractual services shall contain the following statements:
 - The first statement shall have a line for the Vendor's signature and shall read:
"All costs are true and valid costs assessed in accordance with the contract."

- The second statement shall have a signature line for the Department's Contract Manager and shall read:

"All costs are true and valid costs incurred in accordance with the contract and deliverables were received and accepted".

5. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.

D. Additional Payment Terms

1. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Legislature.
2. The state of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of the contract.
3. Contractors are encouraged to accept payments for work performed under the contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System, the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.
4. The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of the contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor or its independent auditor, or notification by the Department, of the overpayment.

E. MyFloridaMarketPlace

1. Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any prospective vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system must do so within five (5) days after posting of intent to award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective Contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

2. Transaction Fee

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, 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 Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Vendor. 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 EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

B.10 PERFORMANCE STANDARDS AND FINANCIAL CONSEQUENCES

A. Table 3 – Performance Standards/Financial Consequences

The Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose financial consequences upon the Contractor for failure to comply with the performance standard requirements as set forth in the chart below:

TABLE 3 PERFORMANCE STANDARDS AND FINANCIAL CONSEQUENCES		
No.	Performance Standard Requirement	Financial Consequences To Be Imposed
1.	The Contractor shall conduct on-site audits and submit Findings Reports for each audit, as required in Section B.5, Services Provided by the Contractor.	\$50, per day, for each business day past the date due until provided to the Department.

B. General Liquidated Damages

1. Except as otherwise stated in Item A., above, the Department may impose up to \$250 per day for each incident in which the Contractor has failed to perform as specified in this scope document and the resulting contract, not to exceed \$2,500 per month.
2. If applicable, the Department may impose up to \$250 per day for each incident, depending upon the severity, in which the Contractor inappropriately releases

Driver Privacy Protection Act (DPPA) information, not to exceed \$2,500, per month.

B.11 MONITORING

- A. The Department's Contract Manager or designated Department staff will perform monitoring during the term of the resulting contract to determine if the Contractor has met each Performance Standard identified in Section B.10., PERFORMANCE STANDARDS AND FINANCIAL CONSEQUENCES. Monitoring shall include review of Contractor's compliance with not only the service delivery requirements of the resulting contract, but all other contract requirements as well. The Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to the contract.
- B. If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Attachment H., Sample Contract, Section V., Contract Management, Subsection E., Communications. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section b.12., Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing any financial consequence for failure to meet any Performance Standard.

B.12 CORRECTIVE ACTION PLAN (CAP)

- A. If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including contract termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.
- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - 1. determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - 2. determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
- E. If the Department's Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Contractor shall be deemed in breach of the resulting contract and liquidated damages of \$100.00 per

day shall be imposed for each day a satisfactory CAP is not submitted to the Department.

- F. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Contractor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Contractor shall be in breach of the resulting contract and shall be subject to liquidated damages.
- H. Except where otherwise specified, liquidated damages of \$100.00 per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

B.13 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of vendors doing business with the State is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime vendors and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified businesses for subcontracting activities under prime contracts. (See Section B.14, Minority and Service-Disabled Veteran Business Enterprise Report)

B.14 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection (A), below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.

- A. The Contractor shall complete and submit Exhibit 1, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:

bpcreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the Contractor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report for the month (for whatever reason), the Contractor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.

Should the Contractor not utilize subcontractors/material suppliers meeting the criteria in this section, the Contractor shall provide a letter to the email address noted above, on Contractor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Contractor shall immediately implement the reporting requirements of this section.

B.15 SPECIAL PROVISION(S)

A. Additions/Deletions/Substitutions

The Department reserves the right to add, delete, or substitute services procured as a result of this ITN, that are within the general scope of the resulting Contract. Additions of products or services shall be at the negotiated price or the awarded Contractor's current retail price, whichever is lower. Substitutions or additions of services not offered within the awarded Contractor's response to this ITN, but requested by the Department during the resulting contract term, shall be at mutually agreed upon prices, terms and conditions accepted in writing by both parties. If the awarded Contractor is unable or unwilling to process/perform the requested changes as written, it shall immediately notify the Department's Contract Manager in writing.

B. General Contract Conditions

The PUR 1000, General Contract Conditions, is incorporated by reference and provided at the link below:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms

C. Section 287.058, F.S.

The awarded Contractor shall comply with the requirements of Section 287.058, F.S. and as outlined in Attachment H, Sample Contract.

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EXHIBIT 1

**DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
BUREAU OF PURCHASING AND CONTRACTS
MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT**

To be completed by the Contractor and submitted by the 5th of each month.

Contractor Name and Address:

Contract / Purchase Order No.: _____

Reporting Month

Begin Date: _____

End Date: _____

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services to the Contractor.

** Minority Business Enterprise Name	Address	** MBE Status	State Certified MBE (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Non-Minority (White) American Woman
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Non-Minority (White) American Woman

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Service-Disabled Veteran Business Enterprise	Address	* DV Status	State Certified DV Business (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	

* Certified DV: W - Service-Disabled Veteran Business
* Non-Certified DV: Y - Service-Disabled Veteran Business

ATTACHMENT C RESPONSE SUBMISSION REQUIREMENTS

C.1 General Instructions for Response¹ Preparation and Submission:

The following Department resources are available in assisting Vendors in submitting a reply to this ITN:

- CDL Driver's Manual is available online at the below link:
<https://www3.flhsmv.gov/handbooks/englishcdlhandbook.pdf>
- A list of Third-Party Administrators is available online at the below link:
<https://www.flhsmv.gov/driver-licenses-id-cards/commercial-motor-vehicle-drivers/commercial-driver-license/third-party-skill-test-sites/>

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this ITN. This special instruction takes precedence over [PUR 1001](#), General Instruction #3.

Replies that include any qualifying language, conditions, caveat(s), or modification(s), or other language not meeting or changing the material requirements of the ITN, anywhere in the Reply will be viewed as a conditional reply and the Department will reject the Reply.

The prospective contractor shall submit its response in the following manner:

- A. One (1) original hard copy response (required information in C.2, A., and C., below), in a sealed package, must be submitted to the Issuing Officer identified in Attachment A, Special Conditions, Section A.5, no later than the time indicated in Attachment A, Special Conditions, Section A.6, Calendar of Events, for receipt of responses.

The original sealed response shall be marked as the "original" and contain the transmittal letter that bears the original signature of the binding authority. The package that contains the "original" response shall be conspicuously marked "ORIGINAL" and shall contain all marked originals. Responses may be submitted via U.S. Mail, courier, or by hand delivery. Responses sent by fax or email will not be accepted. Responses received after the date and time specified in Section A.6, Calendar of Events, will not be opened or considered.

- B. Three (3) duplicate paper copies of the Technical Response, as indicated in Section C., subsection C.2, below).
- C. Hard copy responses (original and paper copies identified above) should be bound individually and submitted in three (3) ring binders or secured in a similar fashion to contain pages that turn easily for review. All pages must be numbered, identify the ITN number, and include the prospective contractor's name.
- D. The prospective contractor should also submit an equal number of electronic copies of the original response. The electronic format shall be submitted on USB thumb drive. The

¹ "Response" and "Reply," in singular and plural form are used interchangeably and mean the document submitted in response to, and in accordance with, this ITN by a prospective contractor.

software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or later. These electronic files must be logically named and easily mapped to the hard copy response. The electronic media should be clearly labeled in the same manner as the hard copies.

- E. Redacted Copies: All replies received by the date and time specified in Attachment A, Special Conditions, Section A.6, Calendar of Events, become the property of the State of Florida and shall be a matter of public record subject to the provisions of Chapter 119, Florida Statutes (Fla. Stat.). The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any response received in response to this ITN. Selection or rejection of the response shall not affect this right.

Any portion of the submitted response which is asserted to be exempt from disclosure under Chapter 119, Fla. Stat., shall be set forth on a page or pages separate from the rest of the response. Each page of the portion(s) asserted to be exempt shall be clearly marked "exempt", "confidential", or "trade secret" (as applicable) and shall also contain the statutory basis for such claim on every page. Pages containing trade secrets shall be marked "Trade secret as defined in section 812.081, Fla. Stat." Failure to segregate and identify such portions shall constitute a waiver of any claimed exemption and the Department will provide such records in response to public records requests without notifying the prospective contractor. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Fla. Stat.

All information (other than redacted information) included in the response (including, without limitation, technical and cost information) and any resulting contract that incorporates the successful response (fully, in part, or by reference) shall be a matter of public record regardless of copyright status, unless redacted pursuant to the terms described below. Submission of a response to this ITN shall constitute a waiver of any copyright protection which might otherwise apply to the production, disclosure, inspection and copying of such documentation.

In addition to the original response and three (3) duplicate paper copies of the original response, the prospective contractor must also submit one (1) hard copy and one (1) electronic (on a USB flash drive) redacted copy of the response suitable for release to the public. Any confidential or trade secret information covered under section 812.081, Fla. Stat., should be either redacted or completely removed. The redacted response shall be marked "REDACTED COPY" and must contain a transmittal letter authorizing release of the redacted version of the response in the event the Department receives a public records request.²

As a public agency, the Department is subject to the record disclosure provisions of Chapter 119, Fla. Stat., and all documents and other records in the Department's custody, whether generated by or submitted to the Department, are subject to public release unless a lawful exemption applies. This includes responses received in response to a solicitation. Accordingly, the redacted copy is requested to permit prospective contractors to correctly identify the portions of their responses not subject to release because a legal exemption applies. Excessive claims of confidentiality, such as marking "confidential" on

² Regardless of whether the transmittal letter is included, the redacted copy will be subject to public release without notification to the prospective contractor.

every page, including those on which no trade secret, proprietary, or other confidential information is present, are not acceptable.

Proper redaction includes ensuring that protected information is blacked-out, whited-out, or otherwise made non-readable.

C.2 The ITN response shall consist of the following parts:

A. Original Response Mandatory Documentation

1. Transmittal Letter

This letter is **mandatory** and serves as the document covering transmittal of the response package, as well as verification of the prospective contractor's name, address, and Federal Employer Identification (FEID) Number. The letter must provide the name, title, address, telephone number, original signature and email address of the official prospective contractor's contact and an alternate, if available. These individuals shall have the authority to bind the prospective contractor to a contract and shall be available to be contacted by telephone and to attend meetings as may be appropriate. ***(No points will be awarded for the Transmittal Letter.)***

The above mandatory documentation shall be labeled and tabbed separately and **should be included with the original response only.**

FAILURE TO SUBMIT THE MANDATORY DOCUMENTATION OUTLINED ABOVE IN THE REPLY (ITEM 1), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S REPLY.

2. Past Performance - Client References (Must be provided on pages provided in Attachment E.)

In the space provided on **page 1** of Attachment E, Past Performance - Client References, the prospective contractor must list all business names under which it has operated during the last three (3) years. Mark N/A if the business name has not changed within the past three (3) years.

In the spaces provided on **pages 2-7**, the prospective contractor must provide the information indicated for three (3) separate and verifiable, Non-DHSMV (Department of Highway Safety and Motor Vehicles) client references. Each reference must be notarized by a Notary Public for the Respondent to be considered responsive.

The client references listed must be able to attest that the prospective contractor provided quality assurance operations services similar in nature to the scope of services contemplated in this ITN; or to attest that the prospective contractor has experience with surveillance and CDL testing services. In the event the Respondent does not have CDL testing experience, the Respondent may subcontract with a company that has CDL testing experience. At least one (1) client reference must verify the two-year period required in subsection B., Technical Response, item 3., Organizational Structure, History and Experience, sub-item a., below. The same client reference may not be listed for more than one (1) reference and confidential client

references shall not be included. In the event the prospective contractor has had a name change since the time work was performed for a listed reference, the name under which the prospective contractor operated at that time must be provided in the space provided for Contractor's Name.

Client references that are listed as subcontractors will not be accepted as Past Performance client references under this ITN. Entities having an affiliation with the prospective contractor (i.e., currently a parent or a subsidiary having common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be accepted as Past Performance client references under this ITN.

Attachment E, Past Performance - Client References, shall be labeled and tabbed separately and **should be included with the original response only. (Item 2. is worth a maximum of 90 points with each reference eligible to receive a maximum of 30 raw points.)**

FAILURE TO SUBMIT ATTACHMENT E., PAST PERFORMANCE - CLIENT REFERENCES (NOTARIZED), AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S REPLY.

3. Price Sheet (Must be submitted on Attachment F)

Respondents shall complete and submit one (1) original of the Price Sheet (Attachment F), **with its original response**, which shall be labeled and tabbed separately. **(Item 3. is worth a maximum of 250 points)**

The intent of this ITN is to solicit services as defined in Attachment B, Scope of Services; for the Price Sheet, only a unit cost per audit is to be provided.

FAILURE TO SUBMIT ATTACHMENT F, PRICE SHEET, SIGNED BY AN AUTHORIZED OFFICIAL, OR SUBMITTING A SIGNED ATTACHMENT F WITH ANY QUALIFYING LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S REPLY.

4. Required Certifications (Attachment G)

The following certifications, contained in **Attachment G**, Required Certifications, are mandatory:

a) Certification #1.

- 1) **Acceptance of Contract Terms and Conditions** - certifying that the prospective contractor accepts and agrees to comply with the terms and conditions specified in this ITN and contained in the Department's Sample Contract (Attachment H).
- 2) **Organizational Conflict of Interest Certification** - certifying that the prospective contractor, its subcontractors (if applicable), subsidiaries, and partners, have no existing relationship, financial interest, or other activity which creates any actual or potential organizational conflicts of interest relating to the

award of a contract resulting from this ITN, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat.

b) Certification #2.

Vendor Certification Regarding Scrutinized Companies List . The prospective Contractor shall complete and sign Attachment G, Certification #2, Vendor Certification Regarding Scrutinized Companies Lists, with its original response, in accordance with subsection 287.135(5), F.S.

Attachment G, Required Certifications, shall be labeled and tabbed separately and **should be included with the original response only. (No points will be awarded for Attachment G).**

FAILURE TO SUBMIT ATTACHMENT G, REQUIRED CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, OR SUBMITTING A SIGNED ATTACHMENT G WITH ANY QUALIFYING LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S REPLY.

5. Florida Preference (No points will be awarded for Item No.5)

The Florida Preference Letter or Out-of-State Preference Letter shall be labeled and tabbed separately and should be included with the original reply only. (No points will be awarded for Item No.5).

In accordance with Section 287.084, F.S., a Vendor whose principal place of business is located outside of the State of Florida, must accompany their Bid response documents with a written letter from an attorney-at-law, licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public Pos. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest responsible and responsive Bid is submitted by a Bidder whose principal place of business is located outside of State of Florida, a five percent (5%) price preference shall be awarded to Bidders whose principal place of business is within the State of Florida, unless the state where the out-of-state Bidder is located provides a different price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive Bidder whose principal place of business is located in the State of Florida responding to this competitive solicitation.

A Vendor may submit questions regarding this requirement during the prescribed question and answer period noted in the Calendar of Events.

FAILURE TO SUBMIT THE MANDATORY DOCUMENTATION OUTLINED ABOVE IN THE REPLY (ITEM 5), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S REPLY.

B. Technical Response

1. Table of Contents

The prospective contractor shall include a Table of Contents in its response. The Table of Contents shall contain section headings and subheadings along with corresponding page numbers. ***(No points will be awarded for the Table of Contents.)***

2. Executive Summary

The prospective contractor shall include an executive summary, no longer than ten (10) single-sided pages in length, that demonstrates the prospective contractor's overall understanding of the need for and purpose of the project and describes the salient features of the prospective contractor's technical response. ***(No points will be awarded for the Executive Summary.)***

3. Organizational Structure, History and Experience

The prospective contractor shall include evidence of its capability to provide the services outlined in this ITN by describing its organizational structure, history and experience. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective contractor shall provide:

- a) An organizational chart and a detailed description of the prospective contractor's organizational structure, history, legal structure, ownership, affiliations, location(s), and experience that includes, at a minimum, provision of surveillance services similar in nature to the scope of services contemplated in this ITN, and CDL testing experience for at least two (2) years within the immediate past five (5) years;
- b) A synopsis of corporate qualifications, indicating the prospective contractor's abilities to implement and manage this project as described in Attachment B, Scope of Services; and
- c) A summary of projects performed by the prospective contractor similar to the services contemplated by this ITN. The summary shall include each project scope, the outcomes of each project, including any barriers/complications encountered and resolutions enacted, and identification of cost savings.

4. Program Requirements

The prospective contractor shall describe, in detail, its plan for meeting the requirements as described in Attachment B, Scope of Services, Section B.5, Services Provided by the Contractor, subsection A, Program Tasks ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

- 1) Describe the quality assurance operations program that your company would develop for the Department to determine whether CDL skills tests are being effectively administered in accordance with applicable state and federal laws, and Department policies and procedures.
- 2) Describe your company's approach, process and ability to conduct covert on-site quality assurance audits of CDL skills tests to determine whether CDL skills tests are being effectively administered in accordance with applicable state and federal laws, and Department policies and procedures.

5. Contractor Responsibilities

The prospective contractor shall describe, in detail, its plan for meeting the requirements as described in Attachment B, Scope of Services, Section B.5, Services Provided by the Contractor, subsection B, Contractor Responsibilities and Program Requirements (***This section is worth a maximum of 30 raw points with each component being worth a maximum of 5 points each.***)

At a minimum, the prospective Contractor shall describe/provide the following:

- 1) Plan to ensure that all upfront costs associated with taking all test types for CDL exams are borne by Contractor's company.
- 2) Plan to supply and maintain all equipment (supplies or equipment that the Contractor needs to perform the audits and generate the required reports) and staff for conducting covert surveillance audit program activities.
- 3) Plan for establishing and maintaining physical security of all documents (e.g. drivers' license and permits) supplied by the Department to conduct covert surveillance audits.
- 4) Plan to ensure that each on-site audit is varied, so as to not develop a pattern that may be discovered. All efforts must be made to not divulge the identity of the covert auditor or the covert audit activities.
- 5) Plan for reporting to the Department all observed improprieties during any covert activities in a complete manner, including but not limited to, video/photographs, and documented testimony from auditors (e.g., signed statements of observed or participative actions describing the improprieties in the testing procedures).
- 6) Plan for submitting Findings Reports to the Department within the timeframes determined by the Department's Contract Manager that contain, at a minimum, the following information:
 - (a) Written findings documenting the results of the audit;
 - (b) Any supplemental documents, reports, or materials related to the audit; and;
 - (c) Any additional information and documentation required by the Department and identified in writing prior to the Contractor's performance of the audit.

6. Contractor Personnel Requirements

The prospective contractor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment B, Scope of Services, Section B.5, Services Provided by the Contractor, subsection C., Contractor Personnel ***(This section is worth a maximum of 40 raw points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective Contractor shall describe/provide the following:

- 1) Plan for training auditors in evidence gathering so that documentation of each audit will be thorough, accurate and sufficient to justify Department action against the TPA and/or TPT, if needed.
- 2) Plan to ensure that the prospective Contractor's personnel will perform duties without a conflict of interest, and with no affiliation or ownership association with any TPA or TPT under contract with the Department.
- 3) Plan to ensure that the prospective Contractor's personnel taking the CDL tests at certain locations Determined by the Department, is fluently bilingual and proficient in: 1) speaking at a conversational level; 2) reading; and 3) writing, in the following languages, for the locations indicated by the Department:

English; and
Spanish.

- 4) Plan to ensure that the prospective Contractor's personnel, as well as the employees of any of its subcontractors, that will have access to Department facilities, either through on-site access or through remote access, pass a background check, at the Contractor's expense.
- 5) Plan to ensure that the prospective Contractor's personnel performing the audits possess a valid Class A Commercial Driver License or its equivalent with no cancellations, suspensions, or revocations of the driving privilege for a minimum of three (3) years prior to this ITN and for the duration of the contract.
- 6) Plan to ensure that the prospective Contractor's personnel performing the audits maintain a driving record with no more than three chargeable motor vehicle crashes or any violations defined in Chapter 316, Florida Statutes, during any consecutive three (3) year period during the term of the contract resulting from this ITN.
- 7) Plan to ensure that the prospective Contractor's personnel has no criminal convictions for offenses bearing on his or her ability to fill a position of trust, including but not limited to alcohol and drug related offenses within the ten (10) years immediately prior to the date of this ITN or any misdemeanor involving dishonesty or false statement or a felony at any time.
- 8) Plan to ensure that each auditor submits to a fingerprint-based background check performed by a "Live Scan" Provider, then submits the results to the Department.

7. Security and Fraud Prevention

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment B, Scope of Services, Section B.6, Security and Fraud Prevention. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

At a minimum, describe the approach and capability for meeting the following:

- a) Ability and means by which equipment will be properly sanitized to ensure data cannot be retrieved from media prior to disposal, replacement, reuse, or removal; and
- b) Ensuring data security is in compliance with all applicable state and federal laws rules and regulations, in addition to requirements in the ITN.

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ATTACHMENT D EVALUATION AND NEGOTIATION CRITERIA

D.1 REVIEW OF MANDATORY CRITERIA

A. The Bureau of Purchasing and Contracts (BPC) and Subject Matter Expert(s) (SME), if required, will review Replies¹ submitted in response to this ITN for compliance with the mandatory criteria, below. Replies failing to comply with any mandatory criterion will be deemed non-responsive and will not be considered for evaluation. The questions (which will be reproduced on a separate review sheet) that will be used by the BPC and SME(s), if required, to determine whether replies meet the mandatory criteria,” are shown in the below table.

If the answer to any of the questions in the table below falls into the “No” column, the Reply will be designated as “non-responsive” and will not be considered for evaluation.

QUESTIONS		YES	NO
1.	Does the reply include the Original Response Mandatory Documentation required in Attachment C, Response Submission Requirements, Section C.2, Item A.1.? <input type="checkbox"/> Transmittal Letter: Signed by an individual having authority to bind the proposer		
2.	Does the reply include Attachment E, Past Performance – Client References (notarized, with the original reply only) , as required in Attachment C, Response Submission Requirements, subsection C.2, item A.2., Past Performance – Client References?		
3.	Does the reply include a signed Attachment F, Price Sheet (with the original reply only) , as required in Attachment C, Response Submission Requirements, subsection C.2, item A.3., Price Sheet?		
4.	Does the reply include a signed Attachment G, Required Certifications (with the original reply only) , as required in Attachment C, Response Submission Requirements, subsection C.2, item A.4, Required Certifications, a) Certification #1?		
5.	Does the reply include a completed and signed Attachment G, Required Certifications (with the original reply only) , as required in Attachment C, Response Submission Requirements subsection C.2, item A.4, Required Certifications, b), Certification #2, Vendor Certification Regarding Scrutinized Companies Lists?		
6.	Does the reply include a Florida Preference Letter, or Out-of-State Preference Letter (with the original reply only) , as required in Attachment C, Response Submission Requirements, Section C.2, item A.5, Florida Preference?		

B. A prospective contractor² whose reply meets all mandatory requirements of this ITN will be evaluated as described in this attachment.

¹ “Response” and “Reply(ies)” are used interchangeably and mean the document submitted in response to, and in accordance with, this ITN by a Respondent.

²The terms “prospective contractor,” “responsive contractor,” “responsive proposer,” “contractor,” “vendor,” “respondent” and “proposer” are used herein interchangeably. In all instances, “proposer” refers to the business or individual submitting a proposal to the Department.

D.2 PAST PERFORMANCE EVALUATION

Past performance will be evaluated by the Bureau of Purchasing and Contracts (BPC), based on answers to the questions outlined in the Evaluation Questionnaire for Past Performance in Attachment E, Past Performance – Client References (see Attachment E for questionnaire), provided by the prospective contractor’s three (3) separate client references. **Note: To be considered responsive, the Respondent shall have all completed Client Reference forms notarized by a Notary Public.**

- A. At least one (1) client reference must verify that the prospective contractor provided at least two (2) years within the immediate past five (5) years of surveillance testing services similar in nature to the scope of services contemplated in this ITN and CDL testing experience as required in Attachment C, Response Submission Requirements, Section C.2, subsection B., Technical Response, item 3., Organizational Structure, History and Experience, sub-item a. If none of the client references verify the required experience, the prospective contractor will be deemed non-responsive and their proposal will be rejected.
- B. If the required information in A. above is provided, the prospective contractor will be eligible to earn points related to past performance based on the answers to the questions contained in the Evaluation Questionnaire for Past Performance. Each reference is worth a maximum of 30 raw points (**90 total possible points**).
- C. The three (3) client references provided by the prospective contractor must complete, sign and notarize Attachment E, Past Performance – Client References. If a client reference does not provide a response to a question included on the questionnaire, the prospective contractor will receive zero (0) points for that question.

D.3 PRICE SHEET EVALUATION

- 1. The Bureau of Purchasing and Contracts will review the price sheet in the reply and award points for each proposed price identified in Attachment F, Price Sheet, based on the following:

Section 1. – Original Contract Term: The respondent submitting the lowest proposed unit cost for the original contract term will automatically receive the maximum points (one hundred fifty (150) points)

Section 2. – Renewal Contract Term: The respondent submitting the lowest proposed unit cost for the renewal term will automatically receive the maximum points (one hundred (100) points).

The remaining respondents will receive a percentage of the maximum points for each proposed contract term cost using the formula below, starting with the respondent submitting the next lowest proposed unit cost for the original contract term. Points will be rounded to the nearest hundredth decimal. This process continues until each proposed unit cost has been calculated for each respondent for both contract terms (Original Contract Term and Renewal Contract Term) using the below formulas.

Original Contract Term

<i>Lowest Proposed Unit Cost ÷ [next-lowest] Respondent’s Proposed Unit Cost</i>	=	%	x	150	=	<i>Total Points Awarded for the Respondent’s Proposed Unit Cost (Original Contract Term)</i>
--	---	---	---	-----	---	--

Renewal Contract Term

<i>Lowest Proposed Unit Cost ÷ [next-lowest] Respondent's Proposed Unit Cost</i>	=	%	x	100	=	<i>Total Points Awarded for the Respondent's Proposed Unit Cost (Renewal Contract Term)</i>
--	---	---	---	-----	---	---

For the purposes of tabulating the final Price Sheet points for Attachment F, Price Sheet, the points for both the Original Contract Term and the Renewal Contract Term will be added together to calculate the respondent's final Price Sheet points.

SCORING EXAMPLE:

(NOTE: The Scoring Example provided below is instructional only and does not represent actual points to be awarded. In this example, rounding was utilized for ease of reference. Points are also not calculated using any weighting and are shown for a single contract term period.)

In this example, there are four (4) respondents, each submitting a Proposed Unit Cost as indicated below:

Respondent	Proposed Unit Cost (Original Contract Term)
Respondent 1	\$ 250,000
Respondent 2	\$ 305,500
Respondent 3	\$ 320,350
Respondent 4	\$ 410,255

Respondent 1 submitted the lowest Proposed Unit Cost for the Original Contract Term, and therefore, would receive the 150 maximum points. Utilizing the formula above, points would be calculated for the next lowest Proposed Unit Cost (submitted by Respondent 2) as follows:

$\frac{\$250,000}{\$305,500}$	=	82% (or 0.82)	x	150	=	123
-------------------------------	---	------------------	---	-----	---	-----

The Department will use the same formula to calculate scores for the Renewal Contract Term (100 possible points). The awarded points for the Original Contract Term and the Renewal Contract Term will be added together, to determine the respondents' final Price Sheet points as follows:

Respondent	Awarded Points (Original Contract Term)	Awarded Points (Renewal Contract Term)	Final Price Sheet Points
Respondent 1	150	100	250
Respondent 2	122.7	81.8	204.5
Respondent 3	117.1	78	195.1
Respondent 4	91.4	60.1	151.5

D.4 TECHNICAL RESPONSE EVALUATION

Each response determined to be in compliance with all mandatory criteria established in the ITN, will be independently evaluated based on the criteria and points scale indicated below. Each reply will be evaluated and scored by at least three (3) evaluators, who collectively have experience and knowledge in the program areas and service requirements for which contractual services are sought by this ITN.

Detailed evaluation criteria components (see Attachment C, Response Submission Requirements) will be evaluated and awarded points based on the following point structure:

Points

- 1 The component contained significant deficiencies and omissions and lacked meaningful detail.
- 2 The component is below average. It met some of the minimum requirements but did not address all elements requested.
- 3 The component is average and met the minimum requirements with minimum detail.
- 4 The component is above average. It exceeded the minimum requirements and provided good detail.
- 5 The component is excellent. It exceeded the minimum requirements and contained exceptional content and detail.

The below points tabulation table will be used to tabulate points for each Technical Response evaluated and designated as “responsive.” Column 1 shows the maximum raw points that can be awarded for each component, for which points are assessed. Column 2 provides the weighting factor by which the raw points will be multiplied. Column 3 indicates the resulting maximum points possible for the component.

A similar table is provided to each evaluator for use in documenting the raw points to be assessed for each component the evaluator will be scoring within the responsive proposal. Evaluators do not apply the weights or calculate the maximum points – this is completed by the Bureau of Purchasing and Contracts (BPC).

Total Possible Points for the Technical Response will be based on the detailed evaluation criteria components indicated in Attachment C, Response Submission Requirements, the points assessed for each component (Column 1) multiplied by the weighting factor to be applied (Column 2), and all component entries (Column 3) being added together.

TECHNICAL RESPONSE SCORING					
Technical Evaluation Criteria	Column 1 Maximum Raw Points		Column 2 Weighting Factor		Column 3 Maximum Points Possible
1. Table of Contents	N/A		N/A		N/A
2. Executive Summary	N/A		N/A		N/A
3. Organizational Structure, History and Experience	15	X	4	=	60
4. Program Requirements	10	X	8	=	80
5. Contractor Responsibilities	30	X	4	=	120
6. Contractor Personnel Requirements	40	X	4	=	160
7. Security and Fraud Prevention	10	X	4	=	40
TECHNICAL RESPONSE – TOTAL POSSIBLE POINTS					460

The evaluator scores for each respondent’s Technical Response will be weighted (relative to the weights provided in the above table) and averaged by the BPC to determine the Respondent’s Final Technical Response Points.

TECHNICAL RESPONSE SCORING EXAMPLE:

(NOTE: The scoring example provided below is instructional only and does not represent actual points to be awarded.)

In the example below, there are four (4) evaluators and four (4) respondents. The Technical Response scores in this example were calculated based on the points earned by each respondent for their Technical Response, as scored by members of the evaluation team. The individual evaluators' scores for each Respondent were weighted and then averaged together to calculate the Respondent's Final Technical Response Points.

FINAL WEIGHTED TECHNICAL RESPONSE CALCULATION					
Respondent	Evaluator A's Weighted Score	Evaluator B's Weighted Score	Evaluator C's Weighted Score	Evaluator D's Weighted Score	Final Technical Response Points
Respondent 1	460	400	380	295	383.8
Respondent 2	400	320	255	250	306.3
Respondent 3	210	195	195	205	201.3
Respondent 4	180	170	175	170	173.8

D.5 TABULATION OF SCORING

The Bureau of Purchasing and Contracts (BPC) will add together the Respondent's Past Performance, Price Sheet and Technical Response points to calculate the Respondent's Final Score.

Evaluation Criteria	Total Possible Points
Past Performance	90
Price Sheet	250
Technical Response	460
Total Possible Final Score	800

RESPONDENT'S FINAL SCORE SCORING EXAMPLE:

(NOTE: The scoring example provided below is instructional only and does not represent actual points to be awarded.)

In the example below, there are four (4) evaluators and four (4) respondents. The Bureau of Purchasing and Contracts (BPC) will add together the Respondent's Past Performance points, Final Price Sheet points and Final Technical Response points to calculate the Respondent's Final Score.

RESPONDENT'S FINAL SCORE CALCULATION				
Respondent	Past Performance Points	Final Price Sheet Points	Final Technical Response Points	Respondent's Final Score
Respondent 1	90	250	383.8	723.8
Respondent 2	80	204.5	306.3	590.8
Respondent 3	75	195.1	201.3	471.4
Respondent 4	78	151.5	173.8	403.3

The Final Scores are arranged by the BPC from highest to lowest. The Department intends to conduct negotiations with Respondents who received the top three (3) highest Final Scores.

D.6 RESPONSIBLE RESPONDENT

The Department reserves the right to utilize sources other than those identified by the Respondent to obtain additional information regarding the Respondent's capability of fully performing a contract for the services outlined in this ITN as well as its integrity and reliability to assure good faith performance. Information obtained from additional sources may be used to determine whether the Respondent is a responsible contractor, as defined in subsection 287.012(25), Florida Statutes. The Department will reject the Reply submitted by any Respondent not deemed to be responsible.

Such additional sources may include, but are not limited to, news sources, court filings, internet searches, and on-line reports available from state agencies or the federal government. Factors that may result in a finding that the prospective contractor is not responsible include, but are not limited to, filing for bankruptcy or insolvency, conviction of a crime by any corporate officer involving fraud, dishonesty, unfair or deceptive trade practices, bid or price fixing, or any other offense related to corporate business practices, or having a contract with any state or governmental entity terminated for breach or for failure to perform, within the past ten (10) years.

If the Department utilizes additional sources, it will do so regarding the Respondents with whom the Department intends to negotiate.

D.7 NEGOTIATION PHASE

Negotiation sessions may be conducted with the top three (3) highest Final Scoring Respondents. The Department reserves the right to negotiate with more or less than the top three Respondents if it is determined by the Department to be in the best interest of the state to do so. Negotiations will be scheduled as deemed necessary by the Department and held at a location determined by the Department. The Department reserves the right to conduct negotiations in any order sequentially or concurrently; schedule all negotiations for one day or on separate days; require additional demonstrations or documentation to fully or better understand what the Respondent is offering or is capable of performing; and limit the number of individuals attending negotiations on behalf of a Respondent.

Negotiation sessions are not open to the public and each negotiation session shall be face-to-face or via video conferencing (if needed as available). All negotiation sessions will be recorded by the Department. The Department may terminate negotiations at any time for any reason with any or all scheduled Respondents or extend negotiations with any or all scheduled Respondents if to do so is in the Department's best interests. If an event beyond the Respondent's control occurs (e.g., weather causing a travel delay), the Department shall have the sole discretion to conduct negotiations with the affected Respondent(s) in whatever manner best meets the Department's needs, including via telephone, or not conduct negotiations at all. The Department is under no obligation to award a contract as a result of negotiations.

Each Respondent scheduled to participate in negotiations with the Department shall provide the following at each negotiation session:

- Company representatives capable of binding the Respondent to contractual terms and pricing.
- Oral/technical presentation of its firm's capabilities, costs, and approach to meet the requirements of this ITN.
- Answers to Department questions regarding the Respondent's capabilities, costs, approach and/or understanding about the Department's needs and expectations.

D.8 SELECTION CRITERIA/BASIS OF AWARD

In accordance with Section 287.057(1)(c)4, Florida Statutes, the agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

D.9 CONTRACT FORMATION

The Department intends to negotiate the terms and conditions listed in this ITN. The terms may be modified during negotiations at the sole discretion of the Department. No additional documents submitted by a Respondent will be incorporated into the Contract unless they are specifically identified by the Department and incorporated by reference into the awarded contract.

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ATTACHMENT E PAST PERFORMANCE - CLIENT REFERENCES

In the spaces provided below, the Respondent shall list all business names under which it has operated during the past three (3) years.

On **pages 2-7** of this attachment, the respondent shall provide the information indicated for **three (3) separate, notarized, non-DHSMV (Department of Highway Safety and Motor Vehicles) client references**. The respondent shall indicate which reference(s) will be attesting the minimum experience requirement established in Attachment C, at the bottom of the form.

Client references will be utilized for the purposes set forth in Attachment C, Response Submission Requirements Section C.2, subsection A., item 2., Past Performance and Experience – Client References, and subsection B., Technical Response, item 3., Organizational Structure, History and Experience, sub-item a. Three (3) client references are requested to be submitted. At least one (1) reference **must** attest that the respondent or the respondent’s subcontractor meets the minimum experience requirement set forth in Attachment C. The respondent should pay close attention to this experience requirement and select references who can attest that the requirement was met. Failure of at least one (1) reference to attest to the minimum required experience will result in the respondent being deemed non-responsive.

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NON-DHSMV CLIENT #1

Contractor's Name: _____

Past Client's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Primary E-mail Address: _____ **Alternate E-mail Address:** _____

Contract Performance Period
(include a beginning (MM/DD/YY thru end date (MM/DD/YY))

Location of Services: _____

The following shall be completed in writing and notarized by each client reference as indicated in Attachment C, Response Submission Requirements, Section C.2, subsection A., item 2

Brief overview of the services performed by the prospective contractor for this client:

--

Is this client reference being used to verify the minimum experience required by the ITN? Y__N__

EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

1. Indicate the services performed by the Contractor for your organization:	N/A
RATING SCALE: Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	Score
2. How would you rate the contract implementation with this Contractor? Comments:	
3. How would you rate the Contractor's ability to meet all of its performance/milestones deadlines? Comments:	
4. How would you rate the Contractor's key staff, including the project/contract manager, and their ability to work with your organization? Comments:	
5. How would you rate the functionality and performance of the product, system or solution provided to your organization by the Contractor? Comments:	
6. How would you rate the Contractor's responsiveness to your communication with them and their overall ability to resolve issues? Comments:	
7. Would you contract with this Contractor again? Yes = 5; No = 0 Comments:	
Total Score:	

Client #1

Notary-

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

by _____.

_____.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ___ Personally Known OR ___ Produced the following I.D. _____

Vendor Name: _____ FEIN# _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City, State, and Zip Code: _____

Phone Number: (____) ____ - ____ E-mail: _____

CORPORATE SEAL (IF APPLICABLE)

NON-DHSMV CLIENT #2

Contractor's Name: _____

Past Client's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Primary E-mail Address: _____ **Alternate E-mail Address:** _____

Contract Performance Period
(include a beginning (MM/DD/YY thru end date (MM/DD/YY))

Location of Services: _____

The following shall be completed in writing and notarized by each client reference as indicated in Attachment C, Response Submission Requirements and Evaluation and Negotiation Criteria Components, Section C.2, subsection A., item 3:

Brief overview of the services performed by the prospective contractor for this client:

--

Is this client reference being used to verify the minimum experience required by the RFP? Y__N__

EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

2. Indicate the services performed by the Contractor for your organization:	N/A
RATING SCALE: Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	Score
2. How would you rate the contract implementation with this Contractor? Comments:	
3. How would you rate the Contractor's ability to meet all of its performance/milestones deadlines? Comments:	
4. How would you rate the Contractor's key staff, including the project/contract manager, and their ability to work with your organization? Comments:	
5. How would you rate the functionality and performance of the product, system or solution provided to your organization by the Contractor? Comments:	
6. How would you rate the Contractor's responsiveness to your communication with them and their overall ability to resolve issues? Comments:	
7. Would you contract with this Contractor again? Comments:	Yes = 5; No = 0
Total Score:	

Client #2

Notary-

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

by _____.

_____.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] _____ Personally Known OR _____ Produced the following I.D. _____

Vendor Name: _____ FEIN# _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City, State, and Zip Code: _____

Phone Number: (____) ____-____ E-mail: _____

CORPORATE SEAL (IF APPLICABLE)

NON-DHSMV CLIENT #3

Contractor's Name: _____

Past Client's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Primary E-mail Address: _____ **Alternate E-mail Address:** _____

Contract Performance Period
(include a beginning (MM/DD/YY thru end date (MM/DD/YY))

Location of Services: _____

The following shall be completed in writing and notarized by each client reference as indicated in Attachment C, Response Submission Requirements and Evaluation and Negotiation Criteria Components, Section C.2, subsection A., item 3:

Brief overview of the services performed by the prospective contractor for this client:

--

Is this client reference being used to verify the minimum experience required by the RFP? Y__N__

EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

3. Indicate the services performed by the Contractor for your organization:	N/A
RATING SCALE: Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	Score
2. How would you rate the contract implementation with this Contractor? Comments:	
3. How would you rate the Contractor's ability to meet all of its performance/milestones deadlines? Comments:	
4. How would you rate the Contractor's key staff, including the project/contract manager, and their ability to work with your organization? Comments:	
5. How would you rate the functionality and performance of the product, system or solution provided to your organization by the Contractor? Comments:	
6. How would you rate the Contractor's responsiveness to your communication with them and their overall ability to resolve issues? Comments:	
7. Would you contract with this Contractor again? Yes = 5; No = 0 Comments:	
Total Score:	

Client #3

Notary-

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

by _____.

_____.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] _____ Personally Known OR _____ Produced the following I.D. _____

Vendor Name: _____ FEIN# _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City, State, and Zip Code: _____

Phone Number: (____) ____-____ E-mail: _____

CORPORATE SEAL (IF APPLICABLE)

ATTACHMENT F PRICE SHEET

Instruction: The Respondent shall propose an estimated unit cost (per audit) for the initial contract term and renewal term(s), and an average unit cost. **The unit cost (per audit) shall be inclusive of all labor, equipment, materials, reporting, travel and other costs associated with providing the Quality Assurance Operations Program per the specifications and requirements described in the ITN. The Department will not reimburse the Contractor for any costs associated with providing the services, including travel, unless otherwise stated in the ITN.**

Pricing:

Table 1 Unit Cost (per audit)	
A. Initial Term	\$ per audit
B. Renewal Term(s)	\$ per audit
Average Unit Cost (Add A. and B. together then divide by 2)	\$

The prices submitted by the Contractor shall be the Contractor’s lowest price per audit. The Contractor’s submitting pricing shall be firm and the Department reserves the right to negotiate services and/or price to achieve best value.

The anticipated budget for the initial contract term is \$250,000.00. The Department will use a fixed price approach to pay the Contractor for conducting on-site audits and submission of Findings Reports, and the Department will use a cost reimbursement approach to reimburse the Contractor for TPA test fees, TPA vehicle fees and vehicle rental fees, if applicable, as indicated in Attachment B, Scope of Services, Section B.9, Compensation.

Notes:

- 1) Failure to submit Attachment F, Price Sheet, signed by an authorized official, or submitting a signed Attachment F with any qualifying language, conditions, caveat(s), or modification(s), will result in the rejection of a Respondent’s reply.
- 2) The Respondent must provide pricing for all the specified items, above, or the Respondent’s proposal will be rejected.
- 3) The pricing submitted on this Price Sheet may be considered final.
- 4) Payments will be made in accordance with Attachment B, Scope of Services, Section B.9 Compensation, subsection B., Contract Payment.
- 5) If applicable, the Department reserves the right to negotiate lower renewal pricing at the time of renewal.
- 6) All price sheet calculations will be verified for accuracy by the Department.
- 7) The price sheet will be verified by the Department, and if applicable, a Department-corrected price sheet will be made available to the Respondent upon written request.
- 8) The number of audits conducted may change during negotiations.

As the person authorized to sign this price sheet, I certify that this Respondent and the services proposed comply with all requirements of DHSMV ITN 033-19.

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative

Date

**ATTACHMENT G
REQUIRED CERTIFICATIONS**

**CERTIFICATION #1
Acceptance of Contract Terms and Conditions**

I hereby certify that should my company be awarded a contract resulting from this ITN, my company accepts and agrees to comply with all terms and conditions specified in this ITN and contained in the Department's awarded Contract.

Signature of Authorized Official

Date

Organizational Conflict of Interest Certification

I hereby certify that, to the best of my knowledge, my company (including its subcontractors, if applicable, subsidiaries and partners) has no existing relationship or financial interest, and is not engaged in any activity, that creates any actual or potential organizational conflicts of interest with any organization, including Third Party Administrators and Third Party Testers, relating to the award of a contract resulting from this ITN, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat.

Signature of Authorized Official

Date

NOTE:

FAILURE TO SUBMIT ATTACHMENT G, REQUIRED CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, OR SUBMITTING A SIGNED ATTACHMENT G WITH ANY QUALIFYING LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A RESPONDENT'S REPLY.

**ATTACHMENT G
REQUIRED CERTIFICATIONS**

**CERTIFICATION #2
VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

Vendor Name: _____
Vendor FEIN: _____ - _____
Vendor's Authorized Representative Name: _____
Vendor's Authorized Representative Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

Pursuant to subsection 287.135(5), Florida Statutes, a company must certify its compliance with the requirements of that statute at the time of submitting a response for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), Florida Statutes, please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency, based on the value of the procurement or contract.

For procurement/contract valued at less than \$1,000,000

I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel.

For procurement/contract valued at \$1,000,000 or more

I hereby certify that the company, of which I am a duly authorized representative, is in compliance with the requirements of subsection 287.135(5), Florida Statutes.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Printed Authorized Signature Name and Title: _____

**ATTACHMENT H
SAMPLE CONTRACT**

All prospective contractors should review this sample Standard Contract. In responding to this DHSMV solicitation, a prospective contractor has agreed to accept the terms and conditions of the sample Standard Contract contained in this attachment. The DHSMV reserves the right to make modifications, including additions and/or deletions, to this contract if to do so is deemed to be in the best interests of the DHSMV or the State of Florida.

CONTRACT NO.: HSMV-XXXX-XX

CONTRACT BETWEEN

**THE STATE OF FLORIDA,
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
AND
CONTRACTOR NAME**

This **CONTRACT** is entered into on the date of last signature, by and between the State of Florida, **DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES** (hereinafter "DHSMV" or "Department") and **CONTRACTOR NAME** (hereinafter "Contractor" or "Vendor"), which are the Parties hereto.

WITNESSETH

WHEREAS, the Department is a state agency created under section 20.24, Florida Statutes (Fla. Stat.), whose duties and responsibilities include maintaining the safety and security of Florida's highways through enforcement of traffic laws, issuance and regulation of Florida driver licenses, and registration of vehicles and vessels, pursuant to Chapters 316 through 324, 328, and 488, Fla. Stat., and Rule 15-1, Florida Administrative Code (F.A.C); and

WHEREAS, the Department is responsible for oversight and management of motor vehicle-related services to include, but not be limited to, credentialing, titles, personal and commercial registrations, dealer licenses, maintaining driver records, Driving Under the Influence (DUI) programs and driving schools; and

WHEREAS, the Department issued DHSMV ITN 033-19, Quality Assurance Operations, seeking responses from qualified vendors; and

WHEREAS, [Include any additional clauses here]

NOW THEREFORE, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

This Contract sets forth the entire understanding of the parties in regard to the subject matter contained herein, and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of precedence (first to last):

A. this Contract;

- B. DHSMV ITN 033-19, Quality Assurance Operations, which is inclusive of its addenda, attachments, [PUR 1001](#), General Instructions to Respondents, and [PUR 1000](#), General Contract Conditions;
- C. the purchase order, and its terms and conditions; and
- D. the Contractor's proposal submission.

Items B., and D., above, are incorporated herein as if fully-stated.

II. CONTRACT TERM

This Contract shall be in effect July 1, 2019 or upon the date of last signature by the Parties whichever is first and shall expire **on September 30, 2022. The last service provided by the Contractor shall occur no later than June 30, 2022.** Additionally, the Department will issue a Purchase Order to the Contractor, reflecting the same Contract term, as a payment mechanism.

In accordance with section 287.057(13), Fla. Stat., this Contract may be renewed, at the Department's sole discretion, for a period that may not exceed three (3) years. Renewal of the Contract shall be in writing and subject to the same terms and conditions set forth in the initial contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Department, are subject to the availability of funds, and optional to the Department. Exceptional purchase contracts pursuant to section 287.057(3)(a) and (c), Fla. Stat., may not be renewed.

The Department reserves the right to structure the renewal term as a single one (1) year period, or multi-year periods in any combination (e.g., three (3) one-year periods; one (1) three-year period; etc.).

Pursuant to section 216.0113, Fla. Stat., the Department shall review existing contract renewals and re-procurements with the Contractor in an effort to reduce contract payments by at least three percent (3%), but not affect the level and quality of services.

III. SERVICE DELIVERY

A. General Description of Services

This Contract is for provision of covert surveillance services as described in **Attachment I, Scope of Services** (*currently referred to as Attachment B, Scope of Services, in the ITN*).

No other terms and conditions shall apply except as stated in this Contract, the Attachments and Exhibits referenced herein, and the Purchase Order incorporating this Contract, including Attachments and Exhibits incorporated in the Purchase Order (collectively, "Contract" or "the Contract" or "this Contract"). In the event of a conflict with the terms and conditions in any document incorporated or referenced in, or otherwise related to, this Contract, the terms and conditions in this Contract shall prevail.

B. Services Provided by the Contractor

All services to be performed by the Contractor under this Contract are set forth in and shall be delivered in accordance with **Attachment I, Scope of Services**, which is incorporated herein as if fully stated.

C. Department Responsibilities

The Department will provide technical support and assistance as determined necessary by the Department and within the resources available to the Department. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of any Contract requirement.

IV. COMPENSATION

This is a combination of fixed price (unit cost) and cost reimbursement contract. The estimated total amount of this Contract is **TBD**.

All compensation to be paid to the Contractor under this Contract and all terms governing payment are set forth in and shall be governed by **Attachment I, Scope of Services**.

All payments to be made under this Contract shall be issued in the name of the Contractor and remitted to the below-indicated address:

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

V. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

[insert name and contact info]

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Request the Contract Administrator to process all amendments, renewals and terminations of the Contract;
4. Monitor and evaluate the Contractor's performance, as required, during the Contract term and the Contractor's overall performance at the conclusion of the Contract;
5. Issue Corrective Action Plans and assess Liquidated Damages, as required, in accordance with the Contract and provide a copy of any formal notices imposing liquidated damages to the Contract Administrator;
6. Review and approve all deliverables, in writing;
7. Process all completed invoices and record all payments;
8. Evaluate the Contractor's performance for the purposes of determining whether the Department will renew the Contract; and
9. Maintain records regarding Contractor's performance to be placed on file that will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Jaime Briggs, Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 617-3203

The Contract Administrator will perform the following functions:

1. Process all Contract amendments, renewals, and termination of the Contract upon written request from the Contract Manager; and
2. Maintain the official Contract Administration file, which shall include, at a minimum, the original, executed Contract and any amendments or renewal(s).

C. Contractor's Contract Manager

The name, title, address and telephone number of the Contractor's Contract Manager responsible for administration and performance under this Contract is:

[insert name and contact info]

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section V., Contract Management, will be provided to the other party in writing (e-mail acceptable) and a copy of the written notification shall be maintained in the Contract Manager's file and in the Contract Administration file.

E. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt. Routine communication may be via e-mail.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt. Informal communication may be via e-mail.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO, Contract Manager, and Project Manager, if different. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative issue, the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative issue occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor shall respond to all communications by email or hard copy mail, as indicated in this subsection.

A date/numbering system shall be utilized for tracking of formal communications. Each party shall have its own method for tracking formal communications with each formal communication being sequentially numbered/identified in the reference line of the communication ((e.g., Formal Communication 1: Request to Add Services; Formal Communication 2: Liquidated Damages; Formal Communication 3: Invoice Issues; etc.)).

All written communication between the Contractor and the Department is subject to release as a public record under Chapter 119, Fla. Stat.

VI. CONTRACT AMENDMENTS

Unless otherwise stated herein, modifications to the provisions of this Contract shall be made only through execution of a formal Contract amendment executed by the parties and/ or issuance of a change order to the Purchase Order. This shall include changes required due to revisions in any applicable state or federal law, rule, or regulation. Modifications to Section V., Contract Management, may be made via letter or e-mail to the other party's Contract Manager or Contract Representative, as applicable.

VII. TERMINATION AND CANCELLATION

In addition to the Termination and Cancellation language in the [PUR 1000](#), the following shall also apply:

A. Termination at Will

The Department may terminate this Contract, in whole or in part, by thirty (30) days' written notice to the Contractor, if the Department determines in its sole discretion that it is in the State's best interest to do so. The Contractor must not furnish any products or services, as applicable, after it receives the notice of termination, except as necessary to complete any portion of the Contract not terminated, if any. The Contractor is not

entitled to recover any cancellation charges or lost profits that may be imposed or occur as a result of termination.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Cancellation by the Department

In addition to any other remedies that may be available by law, the Department may unilaterally cancel this Contract upon no less than twenty-four (24) hours' notice, if any one of the following events has occurred:

1. The Contractor has refused to allow public access to any document, paper, letter, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), Fla. Stat.;
2. The Contractor knowingly employs unauthorized aliens in violation of the Immigration and Nationality Act, 8 United States Code, Section 1324a; or
3. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

In the event of cancellation under this subsection, notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

D. Termination for Cause

The Department may terminate this Contract if the Contractor fails to do any of the following: (1) deliver services or products as specified during the Contract term or any extension thereof; (2) maintain adequate progress in meeting any requirement under the Contract, thus endangering performance or success of the Contract; (3) honor any term of the Contract; (4) abide by any statutory, regulatory, or licensing requirement; or (5) if the Contractor is found to have submitted a false certification in regard to, or is placed on any of the lists referenced in, Section VIII., Additional Terms and Conditions, subsection T., Scrutinized Companies – Termination by the Department, below. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default.

If the Contract is terminated for cause, the Contractor will continue all service delivery or work that was 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 or services were obtainable from other sources in sufficient time

for the Contractor to meet the required delivery or performance 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 must be the same as if the termination had been issued for the convenience of the Department.

In addition, waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

The rights and remedies of the Department under this clause are in addition to any other rights and remedies provided by law or under the Contract, including as to damages.

E. Termination by Mutual Agreement

The parties may mutually agree to terminate the Contract or any part of the Contract on an agreed date prior to the end of the Contract term without penalty to either Party. Any such termination shall be agreed upon in writing.

F. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department or as otherwise stated in this Contract, the Contractor shall:

1. Discontinue work under this Contract on the date, and to the extent specified, in the notice;
2. 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 or cancelled;
3. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
4. 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 which the Department has or may acquire an interest.

Upon the effective date of termination or cancellation of the Contract, the Contractor must transfer, assign, and make available to the Department all property and materials belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and must 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 must assume the obligations of the Contractor, if any, on all non-cancelable contracts with third parties.

Upon termination of the Contract by the Department, the Contractor must be deemed to have released and relinquished to the Department 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.

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Travel Expenses

The Department will not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract, unless travel was specifically requested and approved by the Department's Contract Manager in writing, in advance, and is in addition to or outside of the scope of services delivery.

B. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

C. Audits and Records

The Contractor shall:

1. Maintain books, records, and documents (including electronic storage media) pertinent to performance under this Contract in accordance with generally accepted accounting procedures and practices and in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Department under this Contract.
2. Ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel, when required.
3. Cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Fla. Stat.
4. Maintain and file with the Department, reports as specified in **Attachment I, Scope of Services**, and other reports (e.g., progress, fiscal and inventory, etc.) as the Department may request within the period of this Contract. In addition, the Contractor will provide to the Department, within ten (10) days of written request, access to relevant computer data and applications that generated such reports.
5. Ensure that all related party transactions are disclosed within two (2) business days to the Department's Contract Manager.
6. Include each of the aforementioned audit and record-keeping requirements in all approved subcontracts and assignments, if any.

D. Inspection of Records and Work Performed:

The State and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's and subcontractor's (if applicable) premises, or other places where duties under the Contract are performed in order to conduct inspections, evaluations or reviews related to service delivery. All inspections, evaluations, and reviews shall be performed in such a manner as not to unduly delay work.

The Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the Contract for a period of five (5) years after termination of the

Contract and any renewal term, if exercised, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

During any Contract period, all records related to the Contract shall be available at the Contractor's office at all reasonable times. After the Contract period and any renewal period, if exercised, and for five (5) years following, the records shall be available at the Contractor's chosen location subject to the approval of the Department. If the records need to be sent to the Department, the Contractor shall bear the expense of delivery.

Refusal by the Contractor to allow access to all records, documents, papers, letters, other materials, or on-site activities related to Contract performance shall constitute a breach of the Contract. The right of the Department and its authorized representatives to perform inspections, evaluations and reviews, shall continue for as long as the Contractor is required to maintain records. The Contractor will be responsible for all storage fees associated with the records maintained under the Contract.

E. Insurance

The Contractor agrees that work will not commence in connection with the Contract until it has obtained all of the below-described types of insurance and proof-of-insurance has been submitted to and approved by the Department. Further, Contractor agrees that it will not permit any subcontractor to commence work on a subcontract related to this Contract until the same or similar insurance required of the Contractor has been so obtained by the subcontractor and approved by the Department.

All insurance policies shall be with insurers licensed or eligible to transact business in the state of Florida and shall be in effect during the entire Contract term, including any renewal(s) and extension period, as applicable. The limits of coverage under any policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract.

The Contractor's current certificate of insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days' written notice. The insurance company shall provide thirty (30) days' written notice of cancellation to the Department's Contract Manager, as well as to the Contractor.

1. Workers' Compensation Insurance

The Contractor must take out and maintain during the life of this Contract, Workers' Compensation Insurance for all Contractor employees connected with performance under this Contract and, in case any work is sublet, the Contractor must require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with Chapter 440, Fla. Stat., entitled "Workers' Compensation Law." In case any class of employees engaged in hazardous work under this Contract at any site at which services or work is performed is not protected under the Workers' Compensation statute, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

2. Public Liability and Property Damage Insurance

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 nature, extent, and scope of this Contract. Providing and maintaining adequate insurance coverage throughout the Contract term is a material obligation of the Contractor and a condition of this Contract.

3. Loss Deductible Clause

The Department shall be exempt from, and in no way be 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 (or subcontractor) providing such insurance.

F. Indemnification

The Contractor shall save and hold harmless and indemnify the state of Florida and the Department against any and all liability, claims, suits, judgments, damages or costs of whatsoever kind and nature resulting from the use, service, operation, or performance of work under the terms of this Contract, resulting from any act, or failure to act, by the Contractor, its subcontractor(s) (if applicable), or any of the employees, agents, or representatives of the Contractor or subcontractor(s).

G. Assignments and Subcontracts

Contractor shall neither assign the responsibility of this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Department. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total dollar amount agreed upon in this Contract. All such assignments or subcontracts shall be subject to the conditions of this Contract and to any conditions of approval that the Department deems necessary.

The Contractor is responsible for all work performed under this Contract. No subcontract that the Contractor enters into regarding performance under this Contract shall relieve the Contractor of any responsibility for performance of its duties.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract proactively support diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can visit the Office of Supplier Diversity's (OSD) website at http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or may contact OSD by telephone at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

H. Purchasing of Articles Utilized in Service Delivery

1. P.R.I.D.E. of Florida

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Fla Stat., if available, in the same manner and under the same

procedures set forth in section 946.515(2), and (4), Fla. Stat.; 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 Department insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North, Suite 300
St. Petersburg, FL 33716
E-Mail: info@pride-enterprises.org
(727) 556-3300
Toll Free: 1-800-643-8459
Fax: (727) 570-3366

2. RESPECT of Florida

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, Fla. Stat., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), Fla. Stat.; 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 Department insofar as dealings with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

3. Products or Materials with Recycled Content

It is expressly understood and agreed that any products which are required to carry out this Contract shall be procured in accordance with the provisions of section 403.7065, Fla. Stat.

I. Civil Rights Requirements

The Contractor shall comply with all federal anti-discrimination laws, as applicable, which may include, but not be limited to Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq., and the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.

J. Discriminatory Vendor List

Pursuant to subsections 287.134 (2) and (3), Fla. Stat., an entity or affiliate who has been placed on the state of Florida, Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and posts the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

K. Requirements of Section 287.058, Fla. Stat.

The Contractor agrees to comply with the following requirements of section 287.058, Fla. Stat.:

1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, bills for any travel expenses shall be submitted in accordance with section 112.061, Fla. Stat. The Department may establish rates lower than the maximum provided in section 112.061, Fla. Stat.
3. All deliverables shall be directly related to the scope of services of this Contract and shall be in quantifiable, measurable, and verifiable units. Deliverables shall be provided as specified in **Attachment I, Scope of Services**, and shall be received and accepted in writing by the Contract Manager prior to payment.
4. The Contractor shall meet all criteria, as specified in **Attachment I, Scope of Services**, and as stated herein, and the final dates by which such criteria must be met for completion of the Contract.

L. Requirements of Chapter 119, Fla. Stat. (Public Records Law)

The Contractor, when acting on behalf of the Department, shall in addition to all other conditions of this Contract:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.

5. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the Contractor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Contract cancellation depending upon the nature of the violations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

M. Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software

The Contractor shall comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:

1. The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any violation of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article.
2. The Department shall provide prompt written notification of a claim of copyright or patent infringement and shall afford the Contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Contractor may, at its option and expense procure for the Department the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Department agrees to return the

article on request to the Contractor and receive reimbursement, if any, as may be determined by the Department).

3. If the Contractor brings to the performance of this Contract a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright, unless this Contract provides otherwise.
4. If the Contractor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Contractor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Contractor knows, or should know, could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Contractor shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Department is to have patent rights or copyrights shall be marked and dated by the Contractor in such a manner as to preserve and protect the legal rights of the Department.
6. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to Section 286.021, Fla. Stat., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
7. The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract.
8. All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Department and shall be subject to the terms and conditions of this Contract.
9. The computer programs, materials and other information furnished by the Department to the Contractor hereunder shall be and remain the sole and exclusive

property of the Department, free from any claim or right of retention by or on behalf of the Contractor. The services and products listed in this Contract shall become the property of the Department upon the Contractor's performance and delivery thereof. The Contractor hereby acknowledges that said computer programs, materials and other information provided by the Department to the Contractor hereunder, together with the products delivered and services performed by the Contractor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Fla. Stat., and that the Contractor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Contractor first demonstrating to the Department's satisfaction that such information, in part or in whole, (1) was already known to the Contractor prior to its receipt from the Department; (2) became known to the Contractor from a source other than the Department; or (3) has been disclosed by the Department to third parties without restriction, the Contractor shall be free to use and disclose same without restriction. Upon completion of the Contractor's performance or otherwise cancellation or termination of this Contract, the Contractor shall surrender and deliver to the Department, freely and voluntarily, all of the above-described information remaining in the Contractor's possession.

10. The Contractor warrants that all materials produced hereunder will be of original development by the Contractor and will be specifically developed for the fulfillment of this Contract and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the Department harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.
11. The terms and conditions specified in this section shall also apply to any subcontract made under this Contract. The Contractor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

N. Use of Funds for Lobbying Prohibited

The Contractor shall comply with the provisions of section 216.347, Fla. Stat., which prohibits the expenditure of Contract funds for the purposes of lobbying the Legislature, the judicial branch, or a state agency.

O. Public Entity Crime

Pursuant to subsections [287.133 \(2\) and \(3\)](#), Fla. Stat., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Fla. Stat., for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

P. Driver's Privacy Protection Act (DPPA)

The Contractor shall access, use and maintain the confidentiality of all information

received under this Contract in accordance with Chapter 119, Fla. Stat., and the Driver's Privacy Protection Act of 1994 (DPPA), 18 United States Code, Section 2721, if DPPA is applicable to service delivery under this Contract. Information obtained under this Contract shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section may be subject to penalties as provided in sections 119.10 and 775.083, Fla. Stat. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

If DPPA information is exchanged under this Contract, the Contractor agrees to the following:

Information exchanged will not be used for any purposes not specifically authorized by this Contract. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.

Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.

Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.

All personnel with access to the information exchanged under the terms of this Contract will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Contractor.

All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Contractor.

All access to the information must be monitored on an on-going basis by the Contractor. In addition, the Contractor must complete an annual audit to ensure proper and authorized use and dissemination.

By signing this Contract, the Contractor attests that its procedures will ensure the confidentiality of the information exchanged will be maintained and will be in accordance with the appropriate exceptions outlined in **Attachment II, Driver's Privacy Protection Act Exception(s)**.

Q. Confidentiality of Information

Contractor agrees that it will not use or disclose any confidential information, including social security numbers, that may be supplied under this Contract pursuant to law, for any purpose not in conformity with state and federal laws.

R. Employment

Contractor shall comply with Section 274A (e), of the Immigration and Nationality Act, 8 United States Code, Section 1324a. The Department shall consider the employment by

any contractor of unauthorized aliens a violation of this Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all contracts or subcontracts with private organizations issued as a result of this Contract.

S. Work Authorization Program

The Immigration Reform and Control Act of 1986, S. 1200; Pub. L. 99-603; 100 Stat. 3359, prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Contract.

T. Scrutinized Companies – Termination by the Department

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Contractor shall submit a signed copy of **Attachment III, Contractor Certification Regarding Scrutinized Companies List**, upon each contract anniversary date and prior to any renewal or extension of the contract.

U. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

V. Governing Law and Venue

This Contract is executed and entered into in the state of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the state of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

W. Severability

Wherever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be

severed without invalidating the remainder of such provision or the remaining provisions of the Contract.

X. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Fla. Stat., seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

Y. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Z. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively, which it deems are necessary to protect the best interests of the State of Florida.

AA. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this Contract are required to follow the provisions of subsection 287.042(16), Fla. Stat. 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 interests of the State of Florida.

BB. Scope Changes After Contract Execution

During the term of the Contract, the Department 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 Department may make an equitable adjustment in the Contract prices 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. Additions of goods or services shall be at contract price or the then-current market price, whichever is lower. Deletions shall be at contract prices, meaning any reduction in service, term, or hours shall remain at the contract price. Substitutions or additions of goods or services not offered within the contract documents shall be at mutually agreed prices, with all terms and conditions accepted in writing by both parties and attached to an appropriate purchasing document (e.g., Purchase Order).

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the goods or services as specified herein.

CC. Expired Term Purchase Orders (P.O.)

Goods or services are not to be provided after the expiration date of a term Purchase Order. It is the Contractor's responsibility to discontinue service and/or retrieve its equipment unless a written extension or renewal order is received in advance.

DD. Terms and Conditions

No other terms and conditions shall apply except as stated in this Contract or in the Purchase Order incorporating this Contract. This Contract shall prevail in the event of conflict with any other documents related to this purchase including, but not limited to, vendor quotes, licensing agreements, order forms, Service Level Agreements (SLA), or additional terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SAMPLE

IN WITNESS HEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
CONTRACTOR'S NAME

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

**DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES**

**Approved as to form and legality,
subject to execution.**

SIGNED BY: _____	SIGNED BY: _____
NAME: _____	NAME: Jonathan P. Sanford
TITLE: _____	TITLE: Chief Counsel for Administrative Services
DATE: _____	DATE: _____

List of Attachments/Exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	I	Scope of Services (X Pages)
Attachment	II	Driver's Privacy Protection Act (DPPA) Exceptions (1 Page)
Attachment	III	Vendor Certification Regarding Scrutinized Companies List and Prohibited Business Activities (1 Page)

ATTACHMENT II

DRIVER'S PRIVACY PROTECTION ACT EXCEPTIONS

1. For use in connection with matters of motor vehicle or driver safety theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; and removal of non-owner records from the original owner records of motor vehicle manufacturers, to carry out the purposes of the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, the Clean Air Act, and chapters 301, 305, and 321-331 of title 49 U.S.C.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any self-regulatory body for:
 - a) Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
 - b) Investigation in anticipation of litigation; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - c) Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - d) Execution or enforcement of judgments and orders.
 - e) Compliance with an order of any court.
6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this paragraph.
10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.
11. For use in connection with the operation of private toll transportation facilities.
12. For bulk distribution of surveys, marketing, or solicitations when the department has obtained the express consent of the person to whom such personal information pertains.
13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record.
14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
15. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the Department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the Department.

ATTACHMENT III

**VENOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name: _____
Vendor's Authorized Representative Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

Pursuant to subsection 287.135(5), Florida Statutes, a company must certify its compliance with the requirements of that statute at the time of submitting a bid or proposal for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), Florida Statutes, please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency, based on the value of the procurement or contract.

For procurement/contract valued at less than \$1,000,000

I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel.

For procurement/contract valued at \$1,000,000 or more

I hereby certify that the company, of which I am a duly authorized representative, is in compliance with the requirements of subsection 287.135(5), Florida Statutes.

Certified By: _____ who is authorized to sign on behalf of the above referenced company. Printed Authorized Signature Name and Title: _____ _____
