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July 12, 2017

Prospective Vendor:

Subject: Solicitation Number: DHSMV RFP 033-17
Motorist Modernization Phase II – Support Services

This solicitation is issued by the State of Florida, Department of Highway Safety and Motor Vehicles, hereinafter referred to as “DHSMV” or “Department”, to select a qualified Contractor to provide technology-related support services for the Department’s Motorist Modernization Program. The solicitation package consists of this transmittal letter and the following attachments:

- Attachment A - PUR 1000, State of Florida General Contract Conditions
- Attachment B - PUR 1001, State of Florida General Instructions to Respondents
- Attachment C - Special Conditions
- Attachment D - Scope of Services
- Attachment E - Proposal Submission Requirements and Evaluation Criteria Components
- Attachment F - Evaluation Criteria
- Attachment G - Past Performance – Client Reference Form
- Attachment H - Cost Proposal
- Attachment I - Required Certifications
- Attachment J - Certification of Drug-Free Workplace Form
- Attachment K - Sample Standard Contract
- Attachment L - Monthly Minority & Service – Disabled Veteran Business Enterprise Report

Your proposal must comply fully with the instructions that set forth what is to be included in the response. Prospective vendors submitting a response to this solicitation shall **identify the solicitation number and the date and time of opening on the sealed envelope or package** transmitting their response. This information is used only to put the DHSMV’s mailroom on notice that the package received is a response to a DHSMV solicitation and therefore should not be opened but delivered directly to the Procurement Issuing Officer within the Bureau of Purchasing and Contracts.

This solicitation does not commit DHSMV to pay any costs incurred in the preparation and submission of a response in any form or to procure or contract for said services or supplies. The Executive Director of the DHSMV, or her written designee, are the only individuals who can commit the DHSMV to the expenditure of funds in connection with any contract resulting from this solicitation.

The designated DHSMV Procurement Issuing Officer for this solicitation is Christina Espinosa. All communications hereon should cite the subject solicitation number and should be made in writing and directed to her attention at the address provided in Attachment C, Section C.5, Issuing Officer.

Sincerely,

Lisa M. Bassett

Lisa M. Bassett, Chief
Bureau of Purchasing and Contracts

Attachments

ATTACHMENT A

State of Florida PUR 1000 General Contract Conditions

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

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

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

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

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

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

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

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

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

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

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

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records

of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

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

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

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

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

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

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

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

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

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration,

dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of

receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

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

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

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

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

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

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

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

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

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services

they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

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

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

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

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

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

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

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly

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

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

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

ATTACHMENT B

STATE OF FLORIDA PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

Contents

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect

- to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
 - The product offered by the respondent will conform to the specifications without exception.
 - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
 - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
 - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
 - The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
 - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the

qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

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

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public

records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ATTACHMENT C SPECIAL CONDITIONS

- C.1 Solicitation Number:** DHSMV RFP 033-17
- C.2 Solicitation Type:** Request for Proposals (RFP)
- C.3 Solicitation Title:** Motorist Modernization – Phase II Support Services
- C.4 Date of Issuance:** July 12, 2017
- C.5 Issuing Officer:** Christina Espinosa, Senior Procurement Consultant
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway, MS# 31, Room B415
Tallahassee, FL 32399-0500
Email: christinaespinosa@flhsmv.gov

C.6 Solicitation Timeline:

The projected solicitation timeline is shown below (all times are Eastern 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_www.main_menu).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by the Department	07/12/17	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Written Inquiries	07/19/17 at 5:00 P.M., ET	Address Provided in C.5 above
<u>Anticipated</u> Date for Department Responses to Vendor Questions	07/26/17	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu
Deadline for Receipt of Responses	08/11/17 at 3:00 P.M., ET	Department of Highway Safety and Motor Vehicles Neil Kirkman Building 2900 Apalachee Parkway, MS# 31 Tallahassee, FL 32399-0500
Deadline for Opening of Responses	08/11/17 at 3:30 P.M., ET	Same as above
<u>Anticipated</u> Evaluation of Responses	08/14-08/24/17	Various
<u>Anticipated</u> Date for Public Dissemination of Scores	08/25/17 at 2:00 P.M., ET	Department of Highway Safety and Motor Vehicles Neil Kirkman Building 2900 Apalachee Parkway Tallahassee, FL 32399-0500
<u>Anticipated</u> Posting of Notice of Intent to Award	09/05/17	Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu

C.7 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 RFP, indicates a requirement or condition from which a material deviation cannot be waived by the State. A deviation is material if: it affects the overall proposal in a negative manner; it causes an increase in overall costs; or the deficient response is not in substantial accord with the RFP requirements. The words “should” or “may” in this RFP 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.

C.8 Restriction on Communications:

Prospective vendors to this RFP or persons acting on their behalf may not contact, between the release of the RFP 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 RFP, except in writing to the Issuing Officer or as provided in the RFP documents. Violation of this provision may be grounds for rejecting a response.

C.9 Vendor Questions:

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

The Department will receive all questions pertaining to this RFP no later than the date and time specified for written inquiries in Section C.6, Solicitation Timeline. All inquiries must be made in writing to the Issuing Officer identified in Section C.5. Questions may be sent by US Mail, email, fax or may be hand delivered. (Email is preferred and encouraged.) **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 vendor.

The Department’s response to questions received will be posted as an addendum to this RFP as specified in Section C.6, Solicitation Timeline. Any addenda or written answers supplied by the Department’s Issuing Officer to participating prospective vendors’ 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 vendor” shall mean a person(s), firm(s), or corporation(s) intending to submit or submitting a response to this solicitation. All references to “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 vendor” shall mean a person(s), firm(s), or corporation(s) submitting the highest scored, responsive response to this solicitation and with whom the Department intends to enter into a contract. (NOTE: The terms “vendor” and “contractor” are used throughout this RFP interchangeably.)

C.10 Public Dissemination of Scores

The Department will hold a public meeting of the evaluation committee for the purpose of discussing and recording the evaluators’ independent scores of the responsive vendors. The evaluators and the Bureau of Purchasing and Contracts will be the only participants. The

public will be permitted to attend for the purposes of observing and listening to the committee's discussion at this meeting, but will not be permitted to participate.

C.11 Solicitation Addenda:

If the Department finds it necessary to supplement, modify, or interpret any portion of the RFP package during the solicitation period, a written addendum will be posted on the VBS. Prospective vendors 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 vendor must sign any addenda to this RFP, if requested.

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

C.12 Cost of Proposal Preparation:

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

C.13 Proposal Guarantee:

The original response must be accompanied by a proposal guarantee payable to the state of Florida in the amount of **\$100,000.00**, and for which the prospective vendor must be the guarantor. If responding as a joint venture/legal partnership, at least one partner of the joint venture/legal partnership shall be the guarantor.

The form of the proposal guarantee shall be a bond, cashier's check, treasurer's check, bank draft, or certified check. A bond used as a response guarantee shall be issued by an insurance company licensed by the State of Florida, Department of Financial Services. The Department **will not** accept a letter of credit in lieu of the proposal guarantee. Surety bond insurers must comply with section 287.0935, Florida Statutes (Fla. Stat.). If standard industry bond forms are utilized, they should be the most current version.

All proposal guarantees will be returned within thirty (30) days upon execution of the legal contract with the awarded vendor. If the awarded vendor fails to execute a contract within twenty (20) consecutive calendar days after a contract has been presented to the awarded vendor for signature, the proposal guarantee submitted by that vendor shall be forfeited to the State. The proposal guarantee from the awarded vendor will be returned only after the Department has received the performance bond required under this RFP.

The "proposal guarantee" is a firm commitment such as a bid bond or certified check accompanying the response as assurance that the prospective vendor shall, upon the Department's acceptance of the vendor's response, execute such contractual documents as may be required within the time specified.

FAILURE TO INCLUDE THE PROPOSAL GUARANTEE WITH THE RESPONSE SUBMISSION WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.

C.14 Performance Bond:

A performance bond in the amount of **\$1,400,000.00**, shall be furnished to the Department by the awarded vendor. The performance bond shall be issued by an insurance company licensed by the State of Florida, Department of Financial Services. Surety bond insurers must comply with section 287.0935, Fla. Stat.

The bond shall reflect on its face language guaranteeing the awarded vendor's performance of the resulting contract between the Department and the awarded vendor as to all terms and conditions thereof throughout the full term thereof¹, and shall indemnify and save harmless the Department from any and all costs and damages whatsoever that could be claimed or assessed by reason of the awarded vendor's default or for breach of any term of the resulting contract. The bond must be furnished to the Issuing Officer identified in Section C.5, within five (5) calendar days after execution of, and prior to commencement of any work under, the resulting Contract.

The Department shall approve the performance bond in writing. The performance bond requirement shall remain in effect for the full term of the resulting Contract, including any renewal period. The Department shall be named as the beneficiary of the awarded vendor's bond. The bond shall provide that the insurer or bonding company(ies) pay losses suffered by the Department directly to the Department.

The cost of the performance bond will be borne by the awarded vendor. Failure to maintain the bond is considered a breach of the Contract.

Should the Contractor (awarded vendor) terminate the resulting Contract prior to the end of the resulting Contract period (other than as may be permitted under the Contract), or should the Department terminate the resulting Contract in regard to any breach or failure to perform, an assessment against the bond will be made by the State to cover the costs of issuing a new solicitation and selecting a new contractor, as well as any and all damages whatsoever that could be claimed or assessed by reason of the contract termination.

A performance bond in the amount specified in Table 1, Performance Bond, below shall be furnished to the Department by the Contractor each year for all years of the Contract term.

Table 1 Performance Bond	
Bond Effective Date	Performance Bond Amount
Years One (1) through Six (6) of the Original Contract Term	\$1,400,000.00

The performance bond for Year One shall be furnished to the Department's Bureau of Purchasing and Contracts, 2900 Apalachee Parkway, MS#31, Tallahassee, FL 32399-0500, within ten (10) days after execution of the Contract and prior to commencement of any work under the Contract.

The performance bond for Year Two, Year Three, and all remaining years (as applicable), shall be submitted no later than thirty (30) days prior to the start of the year for which the bond is being submitted and shall be provided to the Department's Bureau of Purchasing and

¹ Performance bonds that are submitted annually, in the amount stated above, shall guarantee performance for the full period covered by the bond (i.e., one year).

Contracts at the aforementioned address. A copy of all performance bonds shall be submitted by the Contractor to the Department's Contract Manager. No payments will be made to the Awarded Contractor until the performance bond is in place and approved by the Department in writing. This shall apply to all payments made under the Contract during all years of the Contract term.

C.15 Prohibition of Gratuities:

By submission of a response, a prospective vendor 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 RFP may be terminated if it is determined that gratuities of any kind were either offered or received by any of the aforementioned parties.

C.16 Number of Awards:

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

C.17 Type of Contract Contemplated:

The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Awarded Vendor's Cost Proposal.

A copy of the Department's Standard Contract containing standardized terms and conditions that will govern service delivery is included as Attachment K, Standard Contract. The prospective vendor should closely review the requirements contained in the sample contract. Modifications proposed by the prospective vendor will not be considered. This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful vendor's response shall be incorporated by reference in the final contract document.

C.18 Term of Contract and Optional Renewal Term:

The anticipated term of the Contract contemplated by this RFP is six (6) years with no renewal options.

C.19 State Project Plan:

Within thirty (30) calendar days following award of the resulting Contract, the awarded vendor shall submit a plan addressing each of the four (4) objectives listed below, to the extent applicable to the services covered by this RFP. **The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives with the awarded vendor, prior to execution of the resulting Contract.**

1. **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 prospective vendor 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/>.

2. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. Section 287.087, Fla. Stat., provides that, where identical tie proposals are received, preference shall be given to a proposal received from a prospective vendor that certifies it has implemented a drug-free workplace program. **If applicable, the prospective vendor shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as Attachment J, to certify that the prospective vendor has a drug-free workplace program.** Attachment J, Certification of Drug-Free Workplace Program, shall be labeled and tabbed separately and **should be included with the original response only.**
3. **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 prospective vendor shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Prospective vendors proposing the use of RESPECT as a subcontractor (if applicable), shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DHSMV Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **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 prospective vendor shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Prospective vendors proposing the use of PRIDE as a subcontractor (if applicable), shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DHSMV Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

C.20 Response Clarification:

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents

deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

C.21 Joint Ventures and/or Legal Partnerships:

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

C.22 Posting of Notice of Intent to Award:

Tabulation of Results, with the recommended Contract award, will be posted and will be available for review by interested parties at the time and location specified in Section C.6, Solicitation Timeline, and 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.

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ATTACHMENT D

SCOPE OF SERVICES

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D.1 Definitions and Acronyms

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

- A. **AS-IS** - Technical documentation that fully describes the purpose, function, design and components of an existing system or process.
- B. **Business Day** - Any day on which State of Florida governmental entities conduct normal business, typically Monday through Friday, excluding state-observed holidays.
- C. **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.)
- D. **Contract** – A formal written agreement that may be required to be executed by the Successful Respondent and the Department containing all terms and conditions applicable to any purchase to be made as a result of this RFP. The terms “contract” and “purchase order” are intended to be used interchangeably herein. (NOTE: A purchase order is issued for every purchase of goods and services. Whether a contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- E. **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 RFP and resulting contract, reference to Confidential Information includes personal identification information, such as social security number, address, or Contractor’s proprietary information.
- F. **Contractor** - The party selected for award under this RFP with whom the Department intends to enter into a formal contract document. The terms “Contractor” and “Vendor” are used throughout this RFP interchangeably.
- G. **Customer** – Persons receiving goods and/or services, typically from a business entity. As used herein, “customer” refers to State of Florida citizens.
- H. **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 RFP, data refers to hard copy contract documents and electronic data shared or exchanged by the Department or Contractor
- I. **Days** - Calendar days, unless otherwise stated.
- J. **Division** – An organizational unit within the Department, typically consisting of one or more bureaus, that oversees, manages, and administers programs in furtherance of the agency’s mission.

- K. Integrated Master Plan (IMP)**– An event-based, top level plan consisting of a hierarchy of Program events.
- L. Information Systems Administration (ISA)** – A division within the Department primarily responsible for the Department’s information technology systems and databases.
- M. Media** - Materials that hold data in any form or that allow data to pass through them, including paper, transparencies, multipart forms, hard, floppy and optical discs, magnetic tape, wire, cable and fiber. For purposes of this RFP, media refers to any electronic information shared or exchanged by the Department and the Contractor.
- N. Motorist Modernization Phase II** – Second phase of the Motorist Modernization Program initiative to refine and unify driver license and motor vehicle title and registration systems.
- O. Motorist Modernization Program** - The Department’s planned reengineering of its motorist services processes, databases, and legacy software systems.
- P. MyDMV Portal** - A customer portal focusing on motor vehicle services that will allow motorists better access to available services and permit customers to interact with the Department through the portal.
- Q. Plan** – A detailed proposal or design for achieving a desired outcome.
- R. Project Control Book (PCB)** – A file system cataloging structure housed within DHSMV systems, used for storing all electronic Project and Program documents for Motorist Modernization.
- S. Project Management Plan (PMP)** - A formal document used to manage project execution that is developed and finalized through an established process.
- T. Program Management Plan (PgMP)** – A formal plan that contains a program’s governance, information on components (initiatives and projects), benefits realization, related management plans and procedures, timelines, and methods used to plan, monitor, and control the program as it progresses.
- U. Program** – An initiative that accomplishes a clear business objective, generally through a plan of action with details on what work is to be done, by whom, when, and what means or resources will be used. Wherever capitalized herein, “Program” refers to the Department’s Motorist Modernization initiative.
- V. Project** - A temporary endeavor undertaken to create a unique product, service, or result. Where capitalized herein, “Project” refers to the service delivery contemplated by this RFP. Other use of the term “project” shall be to underlying projects related to the Motorist Modernization Program.
- W. Purchase Order** - The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via Florida’s eProcurement system. See, PUR Form 1000, paragraph 2 (Attachment B). (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)

- X. **Project Status Meeting** - A meeting to be held between the Department and the Contractor that includes, but is not limited to, discussion, identification, review, and update of the following: Project status, Project management strengths and deficiencies, schedule effectiveness, earned value measures, and recommendations for correcting identified variances from best practices.
- Y. **Stakeholder** - A person or entity receiving services or having an interest related to this RFP. See, also "Customer."
- Z. **TO BE** - Technical documentation that fully describes the purpose, function, design and components of the future system or process.
- AA. **Work Breakdown Structure (WBS)** – A hierarchical and incremental decomposition of the project into phases, deliverables and work packages. It is sometimes a tree structure, which shows the effort required to achieve each objective.

D.2 Background

The Department's Motorist Modernization Program (hereinafter "Program") is undergoing the re-engineering of all of its motorist services systems to better serve and support its customers. To ensure success in this endeavor, a multi-year phased plan approach has been implemented to better mitigate risks, prevent system downtime, and provide improved functionality over time. The Department is employing a staged, multi-phased re-engineering and re-development effort that prioritizes and schedules the planned work over multiple years.

This RFP (and any resultant contract) encompasses only Phase II Program activities involving primarily the Department's Motor Vehicle databases and related systems, which include the following:

1. **Redesign database structure and implement data quality controls:** The Department recognizes the need to implement controls to support data quality. By redesigning the Motor Vehicle Issuance Database, the Department can eliminate inefficiencies, redundancies and discrepancies present in the current database implementations and build a central repository of accurate data, free of duplications and errors and available for reporting in a timely fashion.
2. **Replace the Florida Real-Time Vehicle Information System (FRVIS) and supporting systems:** FRVIS is a client/server application used in the Department's headquarters in the Neil Kirkman Building, Tallahassee, Florida, that is also deployed statewide in the various Florida tax collector's offices and in regional Department offices to support the motor vehicle issuance process. To stay interoperable with the changes to the underlying database, the batch processes that maintain motor vehicle records and FRVIS must be upgraded in unison.

The FRVIS system includes the following subsystems and supporting processes:

- a. **Titles:** Subsystem used to provide titling services such as original title, duplicate title and title transfers.
- b. **Registrations:** Subsystem used to provide registration services to customers including issuance of an original, renewal, replacement, and duplicate registration.

- c. **Inventory:** Subsystem used to track and manage issuance of inventory, such as decals, title paper and license plates.
 - d. **Vehicle Inspections:** Subsystem used to support inspection of rebuilt motor vehicles, mobile homes, or motorcycles previously declared salvage or junk.
 - e. **Disabled Persons Parking Permit Placards:** Subsystem used to provide original, temporary, or subsequent parking permit placards to customers.
 - f. **Dealer Licensing, Track Consumer Complaints:** Subsystem used to support the regulation of licensing of motor vehicle dealers and manufacturers, and to process and track consumer complaints.
 - g. **Mobile Home Installer:** Subsystem used to support the installation of mobile homes, manufactured homes and park trailers, and for manufacturing components, products, or systems used in the installation of mobile homes, manufactured homes and park trailers.
 - h. **Motor Vehicle Batch Programs:** Subsystem used to batch programs that support Motor Vehicle-related processes, data exchanges, reporting and printing.
 - i. **International Fuel Tax Agreement/International Registration Plan (IFTA/IRP):** IFTA is the subsystem used to support an agreement between states and Canadian provinces to simplify the reporting of fuel use by motor carriers. IRP is the subsystem used to support the reciprocal agreement that authorizes the proportional registration among the jurisdictions (states) of commercial motor vehicles.
- 3. Development of a Fleet Management System:** The Department will develop and implement a subsystem that will allow participants to manage the title and registration activities for all fleet vehicles (e.g., rental and leasing companies) electronically. These activities will include renewing all expiring registrations at one time, registering titles and vehicles electronically, reporting vehicles sold, and facilitation of fleet records management.
- 4. MyDMV Portal:** The Department is creating a customer portal as part of the Program. During Phase II of the Program, the Department will continue to add functionality to the MyDMV Portal, focusing on motor vehicle services that will allow motorists better access to available services and permit customers to interact with the Department through the portal.

The Department's Schedule IV-B, which provides a more complete description of the Program, can be found at the following location in the Florida Fiscal Portal:
<http://floridafiscalportal.state.fl.us/Document.aspx?ID=14718&DocType=PDF>.

D.3 Purpose

The purpose of this RFP is to obtain technology-related support services for the Department's Motorist Modernization Program, specifically, additional staff support to complete required deliverables of Phase II of the Program in a quality manner, on schedule and within budget.

D.4 Services to be Provided by the Contractor

The services described in this RFP may be required to be delivered in stages, referred to herein as “Increments,” with numbers corresponding to the order in which these stages are to be carried-out. “Increment 1” would, therefore, be carried-out before “Increment 2” and so on. If not otherwise noted, subsequent increments will provide an updated review of the prior increment. For example, Gap Analysis Report, Deliverable F., has two (2) increments: Increment 2 will review, update and report any changes since the submission and approval of Increment 1.

Note: Special increment requirements for sections T., U., V., X., and Y., will be finalized after completion of Year 1, Requirements Gathering, and established via a contract amendment.

The Department has provided anticipated submission dates for each deliverable as described within Section D.12, Deliverables. These dates are only an estimate and are subject to finalization and may be updated based on the needs of the Department.

The Contractor shall provide the following technology-related support services for the Program:

A. Support Services Team Charter

1. Develop a Support Services Team Charter for ensuring successful service delivery as defined herein. The Support Services Team Charter shall serve as the Contractor’s Implementation Plan.

The Support Services Team Charter shall cover why the Support Services Team (hereinafter “Team”) exists, what it is designed to accomplish, and how the work will happen. There may be one or more Teams established under the Contract. At a minimum, the Support Services Team Charter shall include the following:

- a. Team Purpose
 - 1) Executive Summary
 - 2) Business Objectives
- b. Duration and Time Commitment
 - 1) Estimation of Time Dedication (per Team and collectively)
- c. Project Scope (in scope/out of scope)
 - 1) Exclusions
 - 2) Risks
 - 3) Project Deliverables
- d. Members
 - 1) Team Leaders and Individual Members
 - 2) Lines of Authority
 - 3) Interaction with Department and Outside Vendors
- e. Desired End Result
 - 1) Goals Clearly Defined

- f. Supporting Resources
 - 1) Added Value Resources
 - g. Reporting Plan
 - 1) Define how the Team will Communicate Progress
 - h. Deliverables
 - 1) Define Outputs
 - 2) Key Performance Indicators
 - i. Signature and Acceptance Page
 - 1) Approval and Signatures of Authorized Department and Support Services Personnel
2. The Support Services Team Charter shall be provided to the Department's Contract Manager within ten (10) calendar days after contract execution.

B. Motor Vehicle Issuance Program Management Plan (PgMP)

1. Develop a Motor Vehicle Issuance Program Management Plan (PgMP) to include:
 - a. Purpose of the document
 - b. Program Management Methodology
 - c. Communication Plan
 - d. RACI (Responsible, Accountable, Consulted, Informed) Matrix
 - e. Risk and Issue Management Plan
 - f. Information Security Plan
 - g. Conflict Resolution Plan
 - h. Quality Management Plan
 - i. Resource Management Plan
 - j. Document Management Plan
 - k. Common Acronyms and Terms
 - l. Signature and Acceptance Page
2. The Motor Vehicle Issuance PgMP shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

C. Motor Vehicle Issuance Integrated Master Schedule

1. Develop a detailed, time-based, resource-loaded and leveled Motor Vehicle Issuance Integrated Master Schedule that is aligned with deliverables and activities for all of the projects. The Department acknowledges that this schedule will need to be adjusted throughout the contract term to reflect ongoing changes. The Motor Vehicle Issuance Integrated Master Schedule should include an Integrated Master Plan (event-based top level plan consisting of a hierarchy of Program events where each event is decomposed into specific accomplishments and each specific accomplishment is decomposed into specific criteria), Work Breakdown Structure (WBS), defined configuration item level, and project schedule.
2. The Motor Vehicle Issuance Integrated Master Schedule shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

D. Lessons Learned Report

1. For the duration of Phase II of the Program, the Contractor's Project Manager, or designee, shall conduct meetings, collect feedback, and consolidate findings into a Lessons Learned Report using the template provided in Exhibit 3, Lessons Learned Report template.
2. The Lessons Learned Report shall be completed and provided to the Department's Contract Manager as described in Section D.12, Deliverables.

E. Legacy System Documentation

1. The Legacy System Documentation is AS-IS system documentation for Phase II Program projects and related functional areas. The Department maintains multiple batch (estimated 300-500 programs/jobs) legacy systems developed in several outdated languages such as COBOL, EZTRIEVE, JCL, PL/SQL, SQL, UNIFACE, and .NET that require specific skilled resources to extract and document the AS-IS functionality of the systems. The Legacy System Documentation, at a minimum, shall include an existing system overview diagram, an existing system functionality matrix, a documented mapping of existing functionality to new system functionality, and documented business rules for existing system functionality that will be implemented in the new system.
2. The Legacy System Documentation shall include, at a minimum, each of the following functional areas: Fleet Management, MyDMV Portal, Registrations, IFTA/IRP, Titles, Vehicle Inspections, Inventory, Disabled Persons Parking Permit Placards, Dealer Licensing, Track Consumer Complaints, Mobile Home Installer and Motor Vehicle Batch Programs.
3. The Legacy System Documentation shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

F. Gap Analysis Report (Increments 1 and 2)

1. The Gap Analysis Report (Increment 1), at a minimum, shall detail all functionality in the Program, as it currently exists, suggested functionality, and removed/changed functionality. Items shall be noted as "planned," "not planned," "deferred," or "under review."
2. Increment 2 involves updating and reporting any changes since the submission and approval of Increment 1.
3. The Gap Analysis Report (Increments 1 and 2), shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables. NOTE: Even if there are no updates, written notification shall still be provided to the Contract Manager.

G. Requirements Report (Increments 1 and 2)

1. The Requirements Report (Increment 1) shall include all requirements that have been recorded in the Department's proprietary tool for requirements gathering and documentation and include the following for all functional area projects:

- a. Functional Requirements
 - b. Business Rules
 - c. Screen Mock-ups
 - d. Process Diagrams
 - e. Requirements Traceability
 - f. Glossary
2. Requirements Report (Increment 2) will provide a Requirements Baseline created from a prioritized list of work for the development teams that will be derived from Deliverable Q.,1, Phase II Release Plan (the plan for how Phase II evolves over time) and requirements. The Requirements Report Increment 2 will contain short descriptions of all functionality desired in Phase II.
 3. The Requirements Report (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

H. System Specification Documents (Increments 1 and 2)

1. System Specification Documents (Increment 1) details the technical documentation by functional area that is needed for all systems that will have an interface used by vendors and/or service providers. Technical documentation is needed for the following:
 - a. Motor Vehicle Issuance and supporting systems;
 - b. Fleet Management System; and
 - c. MyDMV Portal.
2. System Specification Documents (Increment 2) includes updated technical documentation containing specifications from all validated requirements for each functional area.
3. The System Specification Documents (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

I. AS-IS Synchronization Process Documentation

1. AS-IS Synchronization Process Documentation is technical documentation that fully describes the purpose, function, design and components of an existing data synchronization process. This documentation shall fully describe the technical components of the process, details for the synchronized data elements, and highlight limitations/shortcomings inherent in the existing implementation. This documentation is intended to inform the design of the TO-BE process for future development.
2. The AS-IS Synchronization Process Documentation shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

J. TO-BE Synchronization Process Documentation

1. The TO-BE Synchronization Process Documentation is an implementation plan for the designed data synchronization process. This process will ensure that data is updated properly in two (2) or more databases to support the implementation of a redesigned data model. This documentation shall include recommended

approaches and technological solutions that would facilitate this synchronization. In addition, the documentation will include a roadmap for design, development and implementation of the recommended solutions, which will align with the existing project schedule.

2. The TO-BE Synchronization Process Documentation shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

K. Synchronization Process Design Documentation (Increments 1 and 2)

1. Synchronization Process Design Documentation (Increment 1) is technical documentation that further defines the database environment for use in development and testing. This documentation shall address the necessary configuration that would support the transition from Legacy application support to the modernized approach. It is expected that the design documentation will also make recommendations for configuration and/or design improvements that address/overcome shortcomings in the current database environments.
2. The Synchronization Process Design Documents (Increment 2) shall provide updated technical documentation from Increment 1 that details the Department's design of the proposed synchronization process for all key subject areas within the Project.
3. The Synchronization Process Design Documentation (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

L. Modernization Development/Test Database Conceptual Design Documentation (Increments 1 and 2)

1. The Modernization Development/Test Database Conceptual Design (Increment 1) is technical documentation for data migration between source tables in one or more Oracle database environments. This documentation must take into consideration differences between the source database(s) models/versions and the target database models/versions. The documentation must also provide options for migrating a subset of the data for development and/or test purposes as well as a detailed proposal for full migration. The documentation must include consideration for data cleansing as well as processes and/or mechanisms for validating the success or failure of a migration attempt.
2. The Contractor shall provide Modernization Development/Test Database Model Design (Increment 2) updated technical documentation, based on Section D.4, sub-item K.1, Synchronization Process Design, that defines a new database environment for use in development and testing of a new Motor Vehicle Issuance database system. This documentation shall address the necessary configuration which would mimic the existing database environment upgraded/merged from two (2) existing Oracle databases into a single database. It is expected that the Department's design will set forth recommendations for configuration and/or design improvements, which shall address/overcome shortcomings in the current database environments.

3. The Modernization Development/Test Database Conceptual Design Documentation (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

M. Migration Plan from <source> Database(s)

1. The Migration Plan from <source> Database(s) is a documented plan for data migration between several Oracle database environments. This plan must take into consideration differences between the source database(s) models/versions and the target database model(s)/version(s). The plan must provide options for migrating a subset of the data for development and/or test purposes as well as a plan for full migration. The plan must also include consideration for data cleansing as well as processes/mechanisms for validating the success or failure of a migration attempt.
2. The Migration Plan from <source> Database(s) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

N. Document Management Gap Analysis Report

1. The Document Management Gap Analysis Report is a documented report to analyze existing systems and processes that capture, store and process electronic and scanned documents. The gap analysis will be performed against current requirements gathered in Driver License and Motor Vehicle Issuance. The Contractor shall meet with the business and technical team members to assess the goals and needs related to implementing an efficient method for managing documents within the Program. The intent of the report is to identify current deficiencies, possible efficiencies, and provide consistency of Document Management processes. The Document Management Gap Analysis Report shall identify and document the following:
 - a. Systems and processes that capture, store or process either electronic or scanned documents;
 - b. Changes required due to the Motorist Modernization Program effort and how those changes would be integrated; and
 - c. Risks which must be addressed to ensure that the Document Management aspect meets business needs along with the proposed solutions to those risks.
2. The Document Management Gap Analysis Report shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

O. Phase II Development Foundation Reports

1. The Phase II Development Foundation Reports shall provide reports that include the full review of completed Phase I documentation to recommend changes and build upon existing documentation applicable to Phase II of the Program. These reports shall address all of the following:
 - a. Establish Source Control Environment - Create Phase II Motorist Modernization Foundation Server Location for the Project; establish permissions and security groups.

- b. Define and Configure Build Process - Define and configure check-in policies; create and configure build alerts/notifications.
 - c. Create and Document Testing Frameworks - Determine unit and integration testing methodology and set-up with a working example (or preferably against a real story). Create helper frameworks to ease the testing experience and/or solve problems that will occur frequently (e.g., seeding test data for integration testing).
 - d. Identify and Address Architectural Dependencies - Address dependencies that core or common services will need to be abstracted in the coding. Examples include rule engines, data access dependencies, etc.
 - e. Utilize and Enhance Document Coding Patterns and Practices - Establish coding conventions and present documentation to Developers on the Support Services Team outlining coding conventions and practices. Departmental applications are developed using the Microsoft .net framework, Oracle and SQL Server.
 - f. Benchmark Code User Story - Develop code for one (1) user story to develop a benchmark in preparation for full development.
2. The Development Foundation Reports (information required in items 1 – 6, above) shall be provided together (i.e., at the same time) to the Department's Contract Manager as described in Section D.12.

P. Comprehensive Organizational Change Management (OCM) Plan (Increments 1, 2, 3, 4 and 5)

1. Communication Plan (Increment 1)

The Communication Plan will define the communication requirements for the Project and determine how information will be distributed to and feedback received from all stakeholders. The Communication Plan is a working document that will be provided to the Department's Communication Coordinator. The Communication Plan will include the following:

- a. A complete set of Key Messages for the Program.
- b. Customer Plan based on a commonly recognized Change Acceptance Curve that plots customer groups as to where they are now (from Awareness up to complete Buy-in) and where they need to be at key points in the Project. The Customer Plan also defines the specific communication/information needs and preferred/optimal communication methods and channels for each audience.
- c. A list of the communication methods/channels to be used by the Program (may include a website/ portal/ Question & Answer (Q&A) mechanism).
- d. Methods for feedback and two-way communications.
- e. A Communication Matrix that details recurring and one-time communication events, based on the needs/methods identified for each audience.

2. Organizational Analysis (Increment 2)

The Organizational Analysis is a key input to the Training and Performance Strategy and details key aspects of the various end-user groups (internal and external, as applicable) for consideration into the TO-BE business processes and technology. The Organizational Analysis is intended to provide a gap-analysis of the end-user groups' current and future work environments, tasks and activities, and knowledge, skills and abilities.

3. Training and Performance Strategy (Increment 3)

The Training and Performance Strategy shall detail the overarching training needs and objectives for the Program, per the Organizational Analysis in 2., above, and will address each of the following: will describe the various training methods (e.g., Instructor-led, Web-based, Videos, Online Tip-sheets) that will be used based on a balance of project budgets/constraints and industry best-practices; will lay out a general training curriculum per user group; and will describe any point-of-deployment and/or ongoing performance support mechanisms that will be used, such as help desks/user support sites.

4. Organizational Change Management Strategy (Increment 4)

The Organizational Change Management Strategy shall provide the Department with necessary steps and actions to manage the operational processes and stakeholders impacted by Phase II. The Organizational Change Management Strategy will include a customized, tactical plan for ensuring impacted individuals receive the awareness, leadership, documentation, coaching and training they will need to successfully implement Program outcomes.

5. Comprehensive Review (Increment 5)

The Comprehensive Review will include a comprehensive evaluation and review of all sub-items, P.,1 through P.,4, above, and will document all changes since Requirements Gathering, Requirements Validation and Year 1 of Development.

6. The Comprehensive Organizational Change Management Plan (Increments 1-5) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

Q. Phase II: Release Plan (Increments 1 and 2)

1. The Phase II Release Plan (Increment 1) describes which features will be delivered in upcoming releases and highlights anticipated delivery dates organized within milestones and development sprints. The Phase II Release Plan Increment 1 will create the framework that will define the planning requirements and acceptance criteria, and establish the guidelines for determining how requirements will be grouped into milestones and how the milestones will be prioritized and segmented for Development Sprints. The Phase II Release Plan will also recommend limitations on the size and complexity of milestones.

2. The Phase II Release Plan (Increment 2) utilizes the Phase II Release Plan Increment 1 deliverable as a base and reflects any changes from the Increment 1 release prioritization/plan. The Phase II Release Plan Increment 2 deliverable

further details the release plan through information gathered from the requirement grooming tasks, organizational change management tasks, and the technical architecture activities of the Program. The Phase II Release Plan Increment 2 will follow the framework established in the Phase II Release Plan Increment 1 and fulfill any findings or requirements determined therein.

3. The Phase II Release Plan (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

R. Security Plan (Increments 1 and 2)

1. The Security Plan (Increment 1) shall provide an overview of the overall security requirements of the system and describe the controls in place or planned for meeting those requirements. The Security Plan (Increment 1) also delineates responsibilities and expected behavior of all individuals who access the system.
2. The Security Plan (Increment 2) utilizes the baseline established in the Security Plan Increment 1 deliverable to update and refine the security considerations and security requirements for the Program. The Security Plan Increment 2 also reflects any updates made to the processes used to control individual access to the Program in relation to system security.
3. The Security Plan (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

S. Testing Strategy and Plan

1. The Testing Strategy and Plan shall describe the testing for Business Facing and Technical Facing Processes for the Phase II development schedule.
2. The Business Facing Process is User Acceptance Testing, which shall be defined and integrated into the development schedule. This part of the Testing Strategy and Plan will provide a strategy for test case writing with well-defined lead times so that test case availability keeps pace with development efforts, shall address recommended staffing considerations, and will outline the process for coordination between the developers and testers including required reporting of test results, bug tracking, retest plans and defect remediation.
3. The following Technical Facing Testing Processes shall be defined and integrated into the development schedule:
 - a. Automated Unit Testing: testing of the smallest unit of functionality within an application. These tests are automated and are coded using a coding framework that is included alongside the development project's source code.
 - b. Automated Integration Testing: testing of the environment or the integration of various units of functionality. This type of testing is automated and is coded using a coding framework that is included alongside the development project's source code.
 - c. Load and Performance Testing: generalized testing and investigation to validate the speed, scalability and stability of software. The following are the types of load and performance testing to be conducted:

- 1) Load Testing
 - 2) Endurance Testing
 - 3) Stress Testing
 - 4) Capacity Testing
- d. Functional Testing: the end-to-end validation of the system to confirm that it is in compliance with the specified requirements. This type of testing will include automated and manual execution of tests.
 - e. System Testing: a level of the software testing where a complete and integrated software is tested. The purpose of this test is to evaluate the system's compliance with the specified requirements.
 - f. Usability Testing: a method used to evaluate how easy a website is to use. These tests are conducted with real users to measure how "usable" or "intuitive" a website is and how easy it is for users to reach their goals.
4. Additional data that will be required to support testing processes is listed below.
 - a. A build integration task for execution and reporting of all automated tests; and
 - b. A detailed plan for Test Data Management to allow for data driven testing activities to be supported by appropriate test data.
 5. The Testing Strategy and Plan (items required in 1-4 above) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

T. Titles Validated Requirements (Increments 1, 2 and 3)

1. The Titles Validated Requirements contains the validated requirements for the Titles subsystem that is used to provide titling services such as original title, duplicate title and title transfers. This deliverable includes, but is not limited to, the validated requirements for the Vehicle Inspections subsystem used to support inspection of rebuilt motor vehicles, mobile homes, or motorcycles previously declared salvage or junk.
2. The Titles Validated Requirements (Increments 1, 2 and 3) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

Note: All Increments (1, 2 and 3) will be further defined and established upon completion of Year 1 Requirements Gathering. Increments 1, 2 and 3 will be finalized via a contract amendment.

U. Registrations Validated Requirements (Increments 1, 2 and 3)

1. The Registrations Validated Requirements contains the validated requirements for the Registrations subsystem used to provide registration services to customers, including issuance of original, renewal, replacement and duplicate registrations. This deliverable also contains the validated requirements for the Disabled Persons Parking Permit Placards subsystem, which is used to provide original, temporary, or subsequent parking permit placards to customers.

2. The Registrations Validated Requirements (Increments 1, 2 and 3) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

Note: All Increments (1, 2 and 3) will be further defined and established upon completion of Year 1 Requirements Gathering. Increments 1, 2 and 3 will be finalized via a contract amendment.

V. Inventory Validated Requirements (Increments 1, 2 and 3)

1. The Inventory Validated Requirements contains the validated requirements for the Inventory subsystem used to track and manage issuance of inventory, such as decals, title paper, and license plates. This deliverable includes, but is not limited to, the Motor Vehicle Batch Program subsystem, which is used to batch programs that support motor vehicle-related processes, data exchanges, reporting and printing.
2. The Inventory Validated Requirements, Increments 1, 2 and 3, shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

Note: All Increments (1, 2 and 3) will be further defined and established upon completion of Year 1 Requirements Gathering. Increments 1, 2 and 3 will be finalized via a contract amendment.

W. Dealer Licensing and Track Consumer Complaint Validated Requirements and Mobile Home Installer Validated Requirements (Increments 1, 2 and 3)

1. The Dealer Licensing and Track Consumer Complaints Validated Requirements contains the validated requirements for the Dealer Licensing and Track Consumer Complaints subsystem used to support the regulation of licensing of motor vehicle dealers and manufacturers and track consumer complaints.
2. The Mobile Home Installer Validated Requirements contains the validated requirements for the Mobile Home Installer subsystem used to support the installation of mobile homes, manufactured homes and park trailers, and for manufacturing components, products, or systems used in the installation of mobile homes, manufactured homes, and park trailers.
3. The Dealer Licensing and Track Consumer Complaints and Validated Requirements and Mobile Home Installer Validated Requirements (Increments 1, 2 and 3) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

Note: All Increments (1, 2 and 3) will be further defined and established upon completion of Year 1 Requirements Gathering. Increments 1, 2 and 3 will be finalized via a contract amendment.

X. International Fuel Tax Agreement and International Registration Plan (IFTA/IRP) Validated Requirements (Increments 1 and 2)

1. The IFTA/IRP Validated Requirements contains the validated requirements for the International Fuel Tax Agreement and International Registration Plan

(IFTA/IRP). The IFTA subsystem is used to support an agreement between US states and Canadian provinces to simplify the reporting of fuel use by motor carriers. The IRP subsystem is used to support the reciprocal agreement that authorizes the proportional registration among state jurisdictions of commercial motor vehicles.

2. The International Fuel Tax Agreement and International Registration Plan Validated Requirements (Increments 1 and 2), shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

Note: All Increments (1 and 2) will be further defined and established upon completion of Year 1 Requirements Gathering. Increments 1 and 2 will be finalized via a contract amendment.

Y. MyDMV Portal and Fleet Management System Validated Requirements (Increments 1 and 2)

1. The MyDMV Portal Validated Requirements (Increment 1) contains the validated requirements for the MyDMV Portal system that will continue to add functionality focusing on motor vehicle services. MyDMV Portal is a new customer tool being created in Phase I of Motorist Modernization. The customer portal will replace GoRenew.com, the Department's current self-service portal, also known as "Virtual Office."
2. The Fleet Management System Validated Requirements (Increment 2) contains the validated requirements to create a new subsystem that will allow participants to manage the title and registration activities for all fleet vehicles electronically.
3. The MyDMV Portal and Fleet Management System Validated Requirements (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

Note: All Increments (1 and 2) will be further defined and established upon completion of Year 1 Requirements Gathering. Increments 1 and 2 will be finalized via a contract amendment.

Z. Product Backlog Baseline Plan

1. The Product Backlog Baseline Plan will involve creating a prioritized list of work, features, and/or technical tasks for the Support Services Teams that will be derived from Deliverable Q., Phase II Release Plan (the plan for how Phase II evolves over time) and requirements. The Product Backlog Baseline Plan will contain short descriptions of all functionality desired in Phase II of the Program.
2. The Product Backlog Baseline Plan shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

AA. Phase II Technical Requirements

1. Phase II Technical Requirements establishes the Application Development Conventions and Standards employed during all Phase II application development activities and includes the following: a Database Access strategy that includes an Application and Database Access Inventory;

Hardware and Software Requirements; Configuration Management Plan; and a Capacity Analysis Plan. Phase II Technical Requirements shall include the following:

- a. Application Development Conventions and Standards: Details the development conventions used to deliver an application. Conventions will describe the programming language(s) and the versions of application container environments that are utilized.
 - b. Hardware and Software Requirements: Details the prerequisites needed for any systems that will be developed. These prerequisites are a guideline as opposed to an absolute rule and should define two sets of system requirements - minimum and recommended - in regards to Hardware and Software Requirements.
 - c. Configuration Management Plan (CMP): The Configuration Management Plan is a document that will be utilized to identify any activities supporting modification or removal of service components and/or devices that impact or affect Configuration Items (CIs), which impact business services managed by ISA. The proper information must be successfully collected to mitigate risk to accuracy of Configuration Management data being used by the Department.
 - d. Capacity Analysis Plan: Details the production capacity needed to support all Phase II systems. A primary goal of the analysis is to ensure that IT resources such as application design, system configuration, networking topology and staffing resources are properly sized and tuned appropriately to meet current and future business requirements in a cost-effective and performant (i.e., optimally performing) manner. Examples of components of the Capacity Analysis Plan include workload characterizations, workload model validation and calibration, performance model development, performance model validation and calibration, performance predictions, cost model development and prediction, as well as staffing analysis.
2. The Phase II Technical Requirements shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

BB. Data Model Review and Validation

1. The Data Model Review and Validation will involve the examination of the documentation related to the new Data Model as provided by the Data Architect. This review will determine whether the model meets the objectives of Phase II of the Program based on stated goals and gathered business requirements. The review will provide recommendations, if needed, to cover any potential gaps as well as a plan for maintaining the data model alongside the development effort.
2. The Data Model Review and Validation shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

CC. Application Reporting Strategy

1. The Contractor shall provide a consolidated review of the gathered reporting requirements for Phase II of the Program. Based on this consolidated review, reports will be categorized based on expected delivery method, audience, frequency, data source, and any other characteristic that may impact/inform a deployment strategy. For each grouping, a recommendation for technology solutions and manner of deployment will be required.
2. The Application Reporting Strategy shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

DD. Motorist Modernization (MM) Milestone Release Report

1. The Contractor shall provide monthly reports for the period beginning with the first month of development and continue through contract completion, that detail the features within the functional area Team's backlogs that have been completed and are available for testing. The MM Milestone Release Report shall document traceability of the components being released back to the applicable functional area and associated user stories within the Department's proprietary tool. This report will also summarize change orders and/or approved variances from the validated requirements for the impacted areas and shall consist of the following, which shall be reported by the functional area Teams:
 - a. Product backlog status - provide the current monthly statistics of progress against the entire product backlog for all projects. Analyze and manage backlog for all projects;
 - b. Sprint backlog status - provide statistics on the progress of the work in the current sprint for all projects;
 - c. Impediment backlog status - provide the status of the list of any impediments for all projects in the Program with information to include at a minimum, detailed description, responsible party, impact and required date of resolution; and
 - d. Defect tracking status - provide statistics and status of all defects identified during testing to include, at a minimum, status, priority level, severity level and tracking status (assigned, deferred, enhancement, etc.).
2. The MM Milestone Release Report shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

EE. As-Built Solution Overview Report

1. The Contractor shall provide a quarterly As-Built Solution Overview Report that details an updated solution diagram and documents key decisions and approaches arising from the technical debt inventory throughout the development effort unless the Department agrees in writing (email sufficient) that no updates were identified during the quarter. The As-Built Solution Overview Report shall consist of the following:
 - a. An updated solution diagram for Phase II of the Program using the architectural foundation established during Phase I Motorist Modernization; and

- b. A description of key application and toolsets used to support the Program.
2. The As-Built Solution Overview Report shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

FF. Technical Architecture Documents (Increments 1 and 2)

1. The Contractor shall provide Technical Architecture Documents (Increment 1) on each of the technical environments to support the Program. The technical documentation covering hardware, software, and operating systems for each environment shall consist of:
 - a. Physical hardware devices;
 - b. Operating systems;
 - c. Other key system software (application layer and solution dependencies);
 - d. Network details;
 - e. Database architecture;
 - f. Configurations and dependencies to support external interfaces; and
 - g. Processes for updating based on specific trigger criteria.
2. The Contractor shall provide updated Technical Architecture Documents (Increment 2) based on completion of development, on each of the technical environments to support the Program.
3. The Technical Architecture Documents (Increments 1 and 2) shall be provided to the Department's Contract Manager as described in Section D.12, Deliverables.

GG. Pilot Implementation Plan

1. The Contractor shall provide a Pilot Implementation Plan by January 20, 2022 to the Department's Contract Manager. The Contractor shall provide monthly updates thereafter, and prior to the Statewide Roll-Out Implementation Plan due date, addressing each Program-related system deployment. The Pilot Implementation Plan shall describe and inventory the pre-pilot activities (i.e., working with Department to determine pilot sites, assessing readiness for pilot, coordination with sites and outside vendors to establish agreements to participate in pilot), pilot-go-live checklist, and post-pilot activities for the first thirty (30) days post Pilot Implementation. The implementation of systems should be incorporated by functional area. The Contractor shall hold bi-weekly meetings with the Department's Contract Manager and appropriate staff, commencing six (6) months prior to Statewide Roll-Out Implementation Plan due date, to support Pilot implementation planning activities in coordination with the Department. The Contractor shall update pre-launch and post-launch checklists accordingly.

HH. Statewide Roll-Out Implementation Plan

1. The Contractor shall provide, to the Department's Contract Manager, a Statewide Roll-Out Implementation Plan by October 3, 2022, based on the Pilot Implementation Plan, in order to establish, define and inventory pre-launch planning activities ahead of the statewide go-live, statewide-go-live

checklist, and post-launch activities for the first thirty (30) days post Statewide Roll-Out Implementation. The Contractor shall update pre-launch and post-launch checklists accordingly.

II. Project Control Book (PCB)

1. Maintain a Project Control Book (PCB) and record and document issues raised and their resolution, if any.
2. Maintain all project artifacts in the PCB. PCB shall be updated weekly by close-of-business each Monday. In the event of office closures or holidays, PCB shall be updated the following business day.
3. Record all comments and changes to deliverables agreed to by the Department.
4. The Department's Contract Manager will verify, prior to each Weekly Project Status Meeting, that the PCB has been updated.

JJ. Project Management Support

1. Provide all project management support activities as detailed in Exhibit 2, for Phase II of the Program.
2. Meet with Department staff as necessary to facilitate deliverables completion.
3. Attend critical Program events, as defined by the Department's Executive Leadership Team and/or designee.
4. Record meeting minutes and distribute to all attendees within three (3) calendar days after each meeting. Minutes shall include:
 - a. List of all attendees;
 - b. Invitees not present;
 - c. Information shared during the meeting;
 - d. Action items, with due dates and owners; and
 - e. Documented required decisions to be made.
5. Meet with the Department's Program Management Team, Governance Boards, and Executive Steering Committee as requested to provide project status updates.

KK. Business Analysis Support

1. Meet with Department staff and functional teams as necessary to facilitate deliverables completion.
2. Attend critical Program events, as defined by the Department's Executive Leadership Team and/or designee.
3. Meet as-needed with the Department's Program Management Teams, Governance Boards, and Executive Steering Committee as requested to provide status updates.

LL. Database Analysis Support

1. Meet with Department staff as necessary to facilitate deliverables completion.
2. Attend critical Program events, as defined by the Department's Executive Leadership Team and/or designee.
3. Meet with the Department's Program Management Team, Governance Boards, and Executive Steering Committee, as requested, to provide status updates.

MM. Development Foundation Support

1. Meet with Department staff as necessary to facilitate deliverables completion.
2. Attend critical Program events, as defined by the Department's Executive Leadership Team and/or designee.
3. Meet with the Department's Program Management Team, Governance Boards, and Executive Steering Committee, as requested, to provide status updates.

D.5 Motorist Modernization Phase II Vendor Start-Up Plan and Management Approach

A. Motorist Modernization Phase II Preliminary Vendor Start-Up Plan and Management Approach

1. All vendors submitting proposals to this RFP shall develop and submit with their proposal a comprehensive Motorist Modernization Phase II Preliminary Vendor Start-Up Plan and Management Approach that details how the vendor would ramp up for Project start and that includes, at a minimum, the following:
 - a. Staff on-boarding;
 - b. Estimation of resources throughout the term of the Contract;
 - c. Identifying and refining roles and responsibilities for team members;
 - d. Tracking and monitoring processes;
 - e. Identifying risks and issues;
 - f. Managing risks and issues;
 - g. Change management processes
 - h. Schedule management processes;
 - i. Project/Program control process
 - j. Obtaining and allocating resources;
 - k. Anticipated timeline and description of all activities that would be required to implement delivery of support services as described in the RFP, presented in a Gantt Chart format, as described in Attachment E., Section E.2, Item B., sub-item 5.; and
 - l. Expectations regarding Department participation in the activities to be contained in the Motorist Modernization Phase II Final Vendor Start-Up Plan.
2. The Department will meet with the successful Contractor after notification of award to discuss the Contractor's proposed Motorist Modernization Phase II

Preliminary Vendor Start-Up Plan and Management Approach and anticipated time frames and to determine information and other resources needed to complete a Motorist Modernization Phase II Final Vendor Start-Up Plan and Management Approach.

B. Motorist Modernization Phase II Final Vendor Start-Up Plan and Management Approach

1. The awarded Contractor shall submit a Motorist Modernization Phase II Final Vendor Start-Up Plan and Management Approach for Department approval within fifteen (15) days after contract execution.
2. The Motorist Modernization Phase II Final Vendor Start-Up Plan and Management Approach shall be based on the Motorist Modernization Phase II Preliminary Vendor Start-Up Plan and Management Approach submitted with the Contractor's response to the RFP.

At a minimum, the Motorist Modernization Phase II Final Vendor Start-Up Plan and Management Approach shall include, but not be limited to, the following:

- a. Detail of specific timeframes, an itemization of activities/tasks, outline of responsibilities, and description and listing of key milestones to ensure a successful implementation;
 - b. Revisions or additions and/or any mutually agreed-upon changes to the Contractor's current processes and/or systems, if applicable, as determined necessary by the Department after the post-award Motorist Modernization Phase II Preliminary Vendor Start-Up Plan and Management Approach discussion (A.2., above) with the Department;
 - c. Job descriptions, names, resumes and number of personnel to be assigned to the Project; and
 - d. Identification of critical activities in the Motorist Modernization Phase II Vendor Start-Up Plan and Management Approach document.
3. The Contractor shall implement the Motorist Modernization Phase II Final Vendor Start-Up Plan and Management Approach within forty-five (45) days of obtaining Department approval of the plan in writing.

Implementation dates may be changed by mutual consent of the Contractor and the Department. Such mutual consent must be in writing, signed by the Contractor and the Department.

4. Any deviation by the Contractor from the Department-approved Motorist Modernization Phase II Final Vendor Start-Up Plan and Management Approach will be regarded by the Department as a material breach and all remedies provided for in Section D.14, Performance Standards and Liquidated Damages, shall become available to the Department.
5. The Contractor shall participate in both face-to-face meetings and conference calls with the Department and relevant parties prior to the start date of the resulting contract for purposes of coordinating start-up activities.

D.6 Staffing

The Contractor shall appoint a Project Manager who is a full-time employee of the Contractor's staff for the duration of the contract term. The assigned Project Manager must be a certified Project Management Professional (PMP). The Contractor's Project Manager shall have the authority to revise process procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of services provided under the resulting contract.

The Contractor's Project Manager shall be available to meet with Department staff in person and/or by telephone at the request of the Department. The Contractor shall notify the Department's Contract Manager, in writing, if its Project Manager position becomes vacant. Notice to the Department shall be provided as soon as Contractor becomes aware of a pending vacancy. In the event Contractor had no prior notice of the vacancy or the vacancy is due to an immediate termination, notification shall be no later than within two (2) business days of the position becoming vacant.

The Contractor and the Department agree that the personnel agreed upon and assigned to the Project are critical to the performance of the Contract and cannot be changed without the Department's approval. The Department has the right of refusal for any personnel assigned to service delivery. The Contractor shall secure written approval from the Department prior to making any changes to personnel. Personnel replaced/removed during the contract term must be replaced with individuals having the same or similar qualifications, knowledge and experience.

The Contractor's project staff will be afforded unrestricted access to the source code for legacy systems. The majority of work is expected to be performed on-site with the respective project Teams. Office space and equipment will be provided and, therefore, all staff assigned by the Contractor to this Project are expected to work on-site.

All work must be completed in the contiguous U.S. The Contractor may request in writing the utilization of remote staff at a centralized location; however, the Department shall assess and determine if remote staff and/or locations will be allowed. If approved, the Contractor will be required to provide dedicated equipment for their remote project staff, solely for use on, or related to, this Project. The Contractor must also adhere to all Department security policies, procedures, and connectivity requirements. All Contractor employees engaged on the Project or with access to Project documentation must sign a non-disclosure agreement. Any employee found working on the Project for whom an executed non-disclosure agreement has not been submitted to the Department will be immediately removed until such agreement is received by the Department. Risk mitigation and controls must ensure project objectives and deliverables are still met for any work approved to be completed off-site.

D.7 Project Status Meetings

During the term of the Contract, the Contractor's Project Manager, and other required Contractor project staff, shall be available for in-person project status meetings with the Department's Contract Manager and other Department required staff, which will be held weekly on an agreed upon day at the Neil Kirkman Building in Tallahassee, Florida. The Contractor's Project Manager shall work closely and collaboratively with the subject matter experts at the Department.

D.8 Reporting

A. Weekly Status Reports

Weekly Status Reports shall be written and include summaries of all current and completed activities of the Project and must be submitted to the Department's Contract Manager and Program Director, by Wednesday of each week by 9:00 a.m., ET. The Weekly Status Report shall include, at a minimum, the following information for the activities occurring from start of business Wednesday the prior week through COB Tuesday the week submitted. (see Exhibit 3 for template):

1. Activities/tasks worked on during the week;
2. Upcoming major activities/tasks;
3. Apparent, current and future risks;
4. Important issues and/or Project barriers;
5. Identified action items; and
6. Updated Project schedule, if necessary.

B. Monthly Legislative/Governance Status Reports

Provide monthly, by the 3rd calendar day of the month following, Legislative/Governance Status Reports to include the following (see Exhibit 4 for template):

1. Milestones completed;
2. Milestones planned;
3. Risks;
4. Issues;
5. Updated Project schedule; and
6. Other information requested by the Department for the reporting month. The Department will provide a written request for this information no later than the first calendar day of the following month. If the Contractor is not able to provide other requested information by the 3rd calendar day, Contractor may request additional time for submission of a supplemental report (in writing) from the Department's Contract Manager.

C. Reporting Expectations

1. Written notification to the Department's Program Director shall be generated immediately when the Contractor determines that circumstances exist that put the scope, budget, schedule, or viability of the Project at risk¹. These circumstances may involve issues of Project structure, governance, or management. The written communication is expected as part of the Contractor's due diligence to provide the Department prompt notification of such significant circumstances.
2. All reports shall be prepared, revised, and copies distributed in accordance with the Contractor's approved Communication Plan, and as required in the Contract, to all necessary parties, including the Department's Governance Boards, Executive Steering Committee, and legislative staff.

¹ For purposes of this RFP, risk is defined as an uncertain event or condition that, if it occurs, has a positive or negative effect on the project's objectives.

3. Reports shall be concise and to-the-point and shall present information in a way that is easily understood by technical and non-technical managers and stakeholders.
4. Project concerns shall be communicated to the Department's Executive Steering Committee and Governance Boards as identified in the approved Communication Plan or, in no event, less than at least once a month.
5. Provide public presentation(s) when requested by the Department.

D. 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 1., 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.

1. The Contractor shall complete and submit Attachment L, 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

2. 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.
3. 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.

D.9 Data Security

In performing all work related to this RFP and resultant contract, the Contractor shall comply with the following provisions relating to data security, as applicable to the service provided:

A. Confidentiality and Safeguarding Information

In the event of a breach of security concerning confidential personal information provided to the Contractor under the Contract, the Contractor shall comply with Section 501.171, Fla. Stat. When notification to affected persons is required under this section of the statute, the Contractor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of the Contract, "breach of security" or "breach" means

the unauthorized access of data in electronic form containing personal data. Good-faith acquisition of personal information by an employee or agent of Contractor is not a breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under the Contract or is not subject to further unauthorized use.

The Contractor and its employees agree not to use any item or disclose any information that could negatively impact the security or integrity of the Department's information technology systems, databases, or data. The Contractor will be required to complete Exhibit 5, Non-Disclosure Agreement, prior to commencing services.

B. Disposition of Data

The Contractor shall maintain contract records and related shared electronic information for a period of five (5) years after the Contract end date. Once the Contract retention period is met, the Contractor shall:

1. Dispose of the data received and provide written notification of disposal to the Department's Contract Manager within thirty (30) days of the retention period end date. The written notification shall contain the following information:
 - a. End date of five (5) year retention period;
 - b. Type of files disposed of;
 - c. Method of disposal (see Item 2., subitems a.-f. below);
 - d. Date data files were disposed of; and
 - e. Confirmation that all data has been disposed of.
2. Acceptable destruction methods for various types of media include:
 - a. If paper documents contain confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - b. If paper documents containing Confidential Information require special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.
 - c. If confidential or sensitive information has been contained on optical discs (e.g., CDs, DVDs, Blu-ray), the data recipient shall either destroy by incineration the disc(s), shred the discs, or completely deface the readable surface with a coarse abrasive.
 - d. If confidential or sensitive information has been stored on magnetic tape(s), the data recipient shall destroy the data by degaussing, incinerating, or crosscut shredding.
 - e. If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

- f. If data has been stored on removable media (e.g., USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

D.10 Transition Plan in the Event of Contract Cancellation, Termination or Expiration

An essential element to assuring success of this RFP will be the transition from one contractor to another should the resulting contract of this RFP be canceled, terminated, or expire, and a new contract is subsequently executed with a firm other than the awarded Contractor.

By executing a contract resulting from this RFP, the Contractor agrees to fully cooperate and assist in such a transition, including with any other successor-contractor, and shall do so for a minimum of one hundred eighty (180) days following the term of the contract or any cancellation or termination thereof, at no cost to the Department. Prior to the cessation of services due to cancellation, termination, or expiration of the contract, the Department shall schedule and the Contractor shall attend, transition meetings, the number of which shall be agreed-upon in writing by all parties, that will include representatives from the successor-contractor and the Department, as required, in order to develop a jointly written plan and cooperative agreement setting forth all tasks and responsibilities to be carried out by each of the entities in order to ensure a seamless transition. (NOTE: The written plan may serve as the cooperative agreement if signed by each of the parties and if containing sufficient detail to clearly establish all duties/tasks/responsibilities and timeframes for completion required during the transition period.)

The plan and cooperative agreement, or plan if serving as both, shall include, but not be limited to:

- A. Designated point-of-contact for each entity;
- B. A calendar of regularly scheduled meetings;
- C. A detailed list of data that will be shared;
- D. Milestones/tasks to be met/completed by each entity during transition;
- E. A mechanism and timeframe for transmitting records and data; and
- F. A clear description of the mutual needs and expectations of all entities.

The timely transfer of records, data and related contract information in the possession of the Contractor to the successor-contractor and the Department is an essential requirement of this RFP and resulting contract. If the contract period ends due to expiration of the contract term, the Department will send a notice requesting submission of records/data/information, etc., to the Contractor sixty (60) days prior to the expiration date. The Contractor shall deliver all documents, records, reports, lists, data, and any other information pertaining to the contract requested by the Department, to the Department and the successor-contractor, if required, in a format specified by the Department within thirty (30) days of receipt of notice.

If the contract period ends due to mutual cancellation, the date for submission of all records, etc., shall be established in the mutual cancellation agreement (letter) signed by both parties.

If the contract period ends prior to the contract term expiration date due to some other reason (e.g. termination due to breach; failure by the Contractor to provide public records), the Department will send a notice of cancellation or termination thirty (30) days prior to the date services are to cease. This notice will also request that the Contractor provide all records/data/information, etc., to the Department and/or successor-contractor in an approved format, within fifteen (15) days of receipt of the notice. There shall be no separate costs, either assessed or paid, for the provision of such data, records, information documentation, etc., to either the Department or the successor-contractor.

The Department reserves the right to commence services provided by a successor-contractor at least one (1) year prior to the expiration, termination, or cancellation of the contract without amending the contract.

To the extent possible, the Department will endeavor to commence services with a successor contractor in a manner that is the least-disruptive to the Contractor and that does not result in costs to the Contractor.

D.11 Responsibilities of the Department

The Department will provide the following in support of the resulting contract:

- A. Assign and designate a Department Contract Manager who will act on the Department's behalf for the on-going administration of contractual matters, and who will coordinate and serve as the liaison for all contract-related activities between the Department and the Contractor.
- B. Assign and designate a Department Program Director who will act on the Department's behalf to provide oversight of the entire Program.
- C. Workspace, network access, and a computer workstation, which shall include Microsoft Word, Excel, PowerPoint, Outlook, Project, and Visio.
- D. Direction for completion of Project activities, tasks, and deliverables, as required, including timeframes for completion, which shall be provided and overseen by the Department's Contract Manager.
- E. Clarification of service delivery requirements, if necessary.
- F. The approval of service delivery, including deliverables, by and through the Department's Contract Manager.
- G. Timely review of all documents submitted by the Contractor, by approving, denying, or requiring specified revision by the Department's Contract Manager.
- H. The provision by the Department of any support or assistance, or lack thereof, shall not relieve the Contractor from full performance of all contract requirements.

D.12 Deliverables

The Contractor shall submit deliverables in accordance with Table 1, Deliverables, below. In the case of written deliverables, all such deliverables must be reviewed and approved in writing by the Department's Contract Manager in conjunction with the Department's Program Director prior to their use or dissemination.

The review/approval process for all written deliverables is as follows: Upon receipt of the deliverable from the Contractor, the Department shall have five (5) business days for deliverable review and for provision of notice to the Contractor that the deliverable has been accepted or rejected. If the deliverable is rejected, the written notice must include the reason(s) for rejection. The Contractor shall have three (3) business days to address the Department's concerns and resubmit the deliverable. At the end of this period, the Department will have three (3) business days to either approve or reject the deliverable. If the Department has not timely notified the Contractor in writing that the deliverable has been rejected, the deliverable shall be deemed accepted. If necessary, for good cause shown, the parties may mutually agree to extend the above stated timeframes, in writing, regarding the review of any deliverable.

All deliverables developed by the Contractor shall be and become the property of the Department and **shall not contain any information, data, item or project artifact that is or can be claimed to be trade secret, proprietary, or confidential.**

TABLE 1 DELIVERABLES		
No.	Deliverable	Anticipated Submission Date ²
1.	Support Services Team Charter in accordance with Section D.4, Services Provided by the Contractor, sub-item A.	Due no later than ten (10) calendar days after contract execution.
2.	Motor Vehicle Issuance Program Management Plan in accordance with D.4, Services Provided by the Contractor, sub-item B.	09/29/2017
3.	Motor Vehicle Issuance Integrated Master Schedule in accordance with D.4, Services Provided by the Contractor, sub-item C.	09/29/2017
4.	Lessons Learned Report in accordance with D.4, Services Provided by the Contractor, sub-item D.	Initial Submission 04/06/2018; thereafter, reports due no later than the 5 th calendar day of month for the following months: <ul style="list-style-type: none"> • October 2018 • April, October 2019 • April, October 2020 • April, October 2021 • April, October 2022 • April 2023
5.	Legacy System Documentation in accordance with D.4, Services Provided by the Contractor, sub-item E.	12/11/2017
6.	Gap Analysis Report (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item F.	Increment 1 - 01/22/2018 Increment 2 – 07/15/2018
7.	Requirements Report (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item G.	Increment 1 - 06/04/2018 Increment 2 – 07/15/2019

² Deliverable dates are subject to change during the contract term as determined by the Department. All revisions to deliverable dates will be provided in writing (email sufficient) by the Department's Contract Manager.

TABLE 1 DELIVERABLES		
No.	Deliverable	Anticipated Submission Date²
8.	System Specification Documents (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item H.	Increment 1 - 04/30/2018 Increment 2 – 07/20/2019
9.	AS-IS Synchronization Process Documentation in accordance with D.4, Services Provided by the Contractor, sub-item I.	01/18/2018
10.	TO-BE Synchronization Process Documentation in accordance with D.4, Services Provided by the Contractor, sub-item J.	08/03/2018
11.	Synchronization Process Design Documentation (Increments 1 and 2) in accordance with Section D.4, Services Provided by the Contractor, sub-item K.	Increment 1 - 06/04/2018 Increment 2 – 07/20/2019
12.	Modernization Development/Test Database Conceptual Design Documentation (Increments 1 and 2) in accordance with Section D.4, Services Provided by the Contractor, sub-item L.	Increment 1 - 06/11/2018 Increment 2 – 07/27/2019
13.	Migration Plan from <source> Database(s) for this Project is considered a deliverable and shall be provided as appropriate in accordance with D.4, Services Provided by the Contractor, sub-item M.	03/04/2019
14.	Document Management Gap Analysis Report in accordance with Section D.4, Services Provided by the Contractor, sub-item N.	05/07/2018
15.	Phase II Development Foundation Reports in accordance with Section D.4, Services Provided by the Contractor, sub-item O.	07/09/2018
16.	Comprehensive Organizational Change Management Plan (Increments 1, 2, 3, 4 and 5) in accordance with D.4, Services Provided by the Contractor, sub-item P.	Increment 1 – 12/11/2017 Increment 2 – 12/10/2018 Increment 3 – 03/11/2019 Increment 4 – 06/06/2019 Increment 5 – 06/05/2020
17.	Phase II: Release Plan (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item Q.	Increment 1 – 11/05/2018 Increment 2 – 05/06/2019
18.	Security Plan (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item R.	Increment 1 – 12/15/2017 Increment 2 – 09/15/2019
19.	Testing Strategy and Plan in accordance with D.4, Services Provided by the Contractor, sub-item S.	06/04/2018
20.	Titles Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item T.	Increment 1 – 10/01/2018 Increment 2 – 02/04/2019 Increment 3 – 06/04/2019
21.	Registrations Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item U.	Increment 1 – 10/15/2018 Increment 2 – 02/15/2019 Increment 3 – 06/11/2019
22.	Inventory Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item V.	Increment 1 – 10/23/2018 Increment 2 – 02/20/2019 Increment 3 – 05/28/2019
23.	Dealer Licensing and Track Consumer Complaints Validated Requirements and Mobile Home Installer	Increment 1 – 10/23/2018 Increment 2 – 02/20/2019

TABLE 1 DELIVERABLES		
No.	Deliverable	Anticipated Submission Date ²
	Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item W.	Increment 3 – 05/28/2019
24.	International Fuel Tax Agreement and International Registration Plan (IFTA/IRP) Validated Requirements (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item X.	Increment 1 – 01/07/2019 Increment 2 – 05/17/2019
25.	MyDMV Portal and Fleet Management System Validated Requirements (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item Y.	Increment 1 – 12/07/2018 Increment 2 – 05/03/2019
26.	Product Backlog Baseline Plan in accordance with D.4, Services Provided by the Contractor, sub-item Z.	06/11/2019
27.	Phase II Technical Requirements in accordance with D.4, Services Provided by the Contractor, sub-item AA.	07/13/2019
28.	Data Model Review and Validation in accordance with D.4, Services Provided by the Contractor, sub-item BB.	07/29/2019
29.	Application Reporting Strategy in accordance with D.4, Services Provided by the Contractor, sub-item CC.	06/07/2019
30	Motorist Modernization Milestone (MM) Release Report in accordance with D.4, Services Provided by the Contractor, sub-item DD.	Due no later than the 10 th calendar day of each month beginning 08/10/2019 for the month of July 2019 and ending 07/10/2023 for the month of June 2023.
31.	As-Built Solution Overview Report in accordance with D.4., Services Provided by the Contractor, sub-item EE.	Initial Submission 07/08/2019; thereafter Quarterly updates due no later than the 5 th calendar day of month for the following months: <ul style="list-style-type: none"> • November 2019 • February, May, August and November 2020; • February, May, August and November 2021; • February, May, August and November 2022; • February 2023
32.	Technical Architecture Documents (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item FF.	Increment 1 - 04/13/2020 Increment 2 – 04/12/2021
33.	Pilot Implementation Plan in accordance with D.4, Services Provided by the Contractor, sub-item GG.	01/20/2022
34.	Statewide Roll-Out Implementation Plan in accordance with D.4, Services Provided by the Contractor, sub-item HH.	10/03/2022
35.	Monthly Legislative/Governance Status Reports in accordance with Section D.8, Reporting, sub-item B.	Due no later than the 3 rd calendar day of each month.

D.13 Compensation

A. Contract Amount

This is a Fixed Price (Unit Cost) Contract not to exceed the total contract amount of **\$XX,XXX.XX**. (price based on the awarded Contractor's cost proposal outlined in Attachment H, Cost Proposal).

B. Contract Payment

1. The Department will pay the Contractor, in arrears, upon the completion and acceptance of the deliverable(s) outlined in Section D.12., Deliverables, and in accordance with Attachment H, Cost Proposal.
2. Contract payments shall be made in accordance with section 215.422, Fla. Stat., 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, Fla. Stat., 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.)

Payments to health care providers for hospital, medical or other health care services, if applicable, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined, and the daily interest rate is .0003333%.

C. Invoicing

1. The Contractor shall submit a properly completed invoice to the Department's Contract Manager within thirty (30) days of the completion and acceptance of each of the deliverable(s). The Budget Coordinator shall process and submit for payment the invoice, based on the Contract Manager's prior approval of specified deliverable(s).
2. The Contractor 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. If the Contractor fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all applicable deliverables and invoices due from the Contractor and necessary adjustments thereto have been approved by the Department.
3. Each invoice shall include at a minimum:
 - Documentation detailing the completed deliverable;

- The time period in which deliverable was completed;
 - Invoice date;
 - A copy of the written acceptance of the deliverable by the Department's Contract Manager; and
 - The Department's Contract and/or Purchase Order Number.
4. All invoices for contractual services shall contain the following statement with the Vendor's signature and a signature line for the Department's Contract Manager:

"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 vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.
6. **Late Invoicing**

Unless written approval is obtained from the Department, and at the discretion of the Department, correct invoices with documentation received one (1) to five (5) calendar days after the due date, will be paid at ninety percent (90%) of the amount of the invoice; correct invoices with documentation received six (6) to ten (10) calendar days after the due date will be paid at seventy-five percent (75%) of the invoice; and correct invoices with documentation received more than ten (10) calendar days after the due date **will not** be paid.

D. Additional Payment Terms

1. In accordance with Section 287.0582, Fla. Stat., the state of Florida's performance and obligation to pay under this 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 this Contract.
3. Contractors are encouraged to accept payments for work performed under this 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 (850) 413-5517 or:

http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at

4. The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this 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, Fla. Stat., 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), Fla. Stat., 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.**

D.14 Performance Standards and Liquidated Damages

1. Table 1 – Performance Standards/Liquidated Damages

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 liquidated damages upon the Contractor for failure to comply with the performance standard requirements as set forth in the chart below (NOTE: For all written deliverables listed below, damages apply to both initial submission and re-submission of the deliverable, as applicable):

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES		
	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
1.	The Contractor shall provide the Support Services Team Charter in accordance with D.4, Services Provided by the Contractor, sub-item A.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
2.	The Contractor shall provide the Motor Vehicle Issuance Management Plan in accordance with D.4, Services Provided by the Contractor, sub-item B.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
3.	The Contractor shall provide the Motor Vehicle Issuance Integrated Master Schedule in accordance with D.4, Services Provided by the Contractor, sub-item C.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
4.	The Contractor shall provide the Lessons Learned Report in accordance with D.4, Services Provided by the Contractor, sub-item D.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
5.	The Contractor shall provide the Legacy System Documentation in accordance with D.4, Services Provided by the Contractor, sub-item E.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
6.	The Contractor shall provide the Gap Analysis Report (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item F.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
7.	The Contractor shall provide the Requirements Report (Increments 1, 2, 3 and 4) for this Project in accordance with D.4, Services Provided by the Contractor, sub-item G.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
8.	The Contractor shall provide the System Specification Documents (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item H.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
9.	The Contractor shall provide the AS-IS Synchronization Process Documentation in accordance with D.4, Services Provided by the Contractor, sub-item I.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
10.	The Contractor shall provide the TO-BE Synchronization Process Documentation in accordance with D.4, Services Provided by the Contractor, sub-item J.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.

**TABLE 1
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
11.	The Contractor shall provide the Synchronization Process Design Documentation (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item K.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
12.	The Contractor shall provide the Modernization Development/Test Database Conceptual Design Documentation (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item L.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
13.	The Contractor shall provide the Migration Plan <source> Database(s) in accordance with Section D.4, Services Provided by the Contractor, sub-item M.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
14.	The Contractor shall provide the Document Management Gap Analysis Report for this Project is considered a deliverable and shall be provided as appropriate in accordance with Section D.4, Services Provided by the Contractor, sub-item N.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
15.	The Contractor shall provide the Phase II Development Foundation Reports in accordance with Section D.4, Services Provided by the Contractor, sub-item O.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
16.	The Contractor shall provide the Comprehensive Organizational Change Management Plan (Increments 1, 2, 3, 4 and 5) in accordance with Section D.4, Services Provided by the Contractor, sub-item P.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
17.	The Contractor shall provide the Phase II: Release Plan (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item Q.	\$1,500.00 per day for each calendar day beyond the due date until provided to the Department.
18.	The Contractor shall provide the Security Plan (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item R.	\$1,500.00 per day for each calendar day beyond the due date until provided to the Department.
19.	The Contractor shall provide the Testing Strategy and Plan in accordance with D.4, Services Provided by the Contractor, sub-item S.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
20.	The Contractor shall provide the Titles Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item T.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
21.	The Contractor shall provide the Registrations Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item U.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.
22.	The Contractor shall provide the Inventory Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item V.	\$500.00 per day for each calendar day beyond the due date until provided to the Department.

**TABLE 1
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
23.	The Contractor shall provide the Dealer Licensing/Track Consumer Complaints Requirements and Mobile Home Installers Validated Requirements (Increments 1, 2 and 3) in accordance with D.4, Services Provided by the Contractor, sub-item W.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
24.	The Contractor shall provide the IFTA/IRP Validated Requirements (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item X.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
25.	The Contractor shall provide the MyDMV Portal and Fleet Management System Validated Requirements (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item Y.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
26.	The Contractor shall provide the Product Backlog Baseline Plan in accordance with D.4, Services Provided by the Contractor, sub-item Z.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
27.	The Contractor shall provide the Phase II Technical Requirements in accordance with D.4, Services Provided by the Contractor, sub-item AA.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
28.	The Contractor shall provide the Data Model Review and Validation in accordance with D.4, Services Provided by the Contractor, sub-item BB.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
29.	The Contractor shall provide the Application Reporting Strategy in accordance with D.4, Services Provided by the Contractor, sub-item CC.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
30.	The Contractor shall provide the MM Milestone Release Report in accordance with D.4, Services Provided by the Contractor, sub-item DD.	\$1,500.00 per day for each calendar day beyond the due date until provided to the Department
31.	The Contractor shall provide the As-Built Solution Overview Report in accordance with D.4 Services Provided by the Contractor, sub-item EE.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
32.	The Contractor shall provide the Technical Architecture Documents (Increments 1 and 2) in accordance with D.4, Services Provided by the Contractor, sub-item FF.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
33.	The Contractor shall provide the Pilot Implementation Plan in accordance with D.4, Services Provided by the Contractor, sub-item GG.	\$1,500.00 per day for each calendar day beyond the due date until provided to the Department
34.	The Contractor shall provide the Statewide Roll-Out Implementation Plan in accordance with D.4, Services Provided by the Contractor, sub-item HH.	\$1,500.00 per day for each calendar day beyond the due date until provided to the Department
35.	The Contractor shall maintain the Project Control Books in accordance with D.4, Services Provided by the Contractor, sub-item II.,1.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
36.	The Contractor shall submit the Final Vendor Start-Up Plan and Management Approach in accordance with	\$500.00 per day for each calendar day beyond the due date until

**TABLE 1
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
	D.5, MM Phase II Vendor Start-Up Plan and Management Approach, item B.	provided to the Department
37.	The Contractor shall provide updates on Staffing in accordance with D.6., Staffing.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
38.	The Contractor shall hold Project Status Meetings in accordance with D.7, Project Status Meetings.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
39.	The Contractor shall submit Weekly Status Reports in accordance with D.8, Reports, sub-item A.	\$500.00 per day for each calendar day beyond the due date until provided to the Department
40.	The Contractor shall provide the Monthly Legislative/Governance Status Reports in accordance with Section D.8, Reports, sub-item B.	\$1,500.00 per day for each calendar day beyond the due date until provided to the Department

2. General Liquidated Damages

- a. Except as otherwise stated in Item 1., above, the Department may impose up to \$500 per day for each incident in which the Contractor has failed to perform as specified in this scope document and the Contract, not to exceed \$5,000 per month.
- b. If applicable, the Department may impose up to \$500 per day for each incident, depending upon the severity, in which the Contractor inappropriately releases Driver Privacy Protection Act (DPPA) information, not to exceed \$5,000, per month.

D.15 Monitoring

- A. The Department’s Contract Manager or designated Department staff will perform monitoring during the term of the Contract to determine if the Contractor has met each Performance Standard identified in Section D.14., Performance Standards and Liquidated Damages. Monitoring shall include review of compliance with Contract service delivery and review of all Contract requirements. 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 this 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 Section IV., Contract Management, of the Contract, Subsection F., 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 II., Service Delivery, Subsection H., Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

D.16 Special Provision(s)

A. Additions/Deletions

The Department may request that services be added to or deleted from the resultant contract if to do so is in the state's best interests. Added services must be within the general scope of the executed Contract. Contractor must agree in writing to all requests for additions/deletions, which will be incorporated via an amendment to the Contract. Payment for added services will be in accordance with pricing established in the Contract.

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Month and Year – Project Title

Lessons Learned Report Template

Department:
Product or Process:

Document Owner:
Organization Role:

Version	Date	Author	Change Description

Lessons learned purpose and objectives

Throughout each project life cycle, lessons are learned and opportunities for improvement are discovered. As part of a continuous improvement process, documenting lessons learned helps the project team discover the root causes of problems that occurred and avoid those problems in later project stages or future projects. Data for this report was gathered by using Project Lessons Learned Record sheets and is summarized in the table.

The objective of this report is gathering all relevant information for better planning of later project stages and future projects, improving implementation of new projects, and preventing or minimizing risks for future projects.

Lessons learned questions

- What worked well—or didn't work well—either for this project or for the project team?
- What needs to be done over or differently?
- What surprises did the team have to deal with?
- What project circumstances were not anticipated?
- Were the project goals attained? If not, what changes need to be made to meet goals in the future?

Month and Year – Project Title

Project Highlights

Top 3 Significant Project Successes

Project Success	Factors That Supported Success

Other Notable Project Successes

Project Success	Factors That Supported Success

Project Shortcomings and Solutions

Project Shortcoming	Recommended Solutions

Reviewers/Approvals

Prepared by: _____
Project Manager

Approved by: _____
Project Sponsor

Executive Sponsor

Client Sponsor

SAMPLE

EXHIBIT 2

PROJECT MANAGEMENT ACTIVITIES BY PHASE

Project Management Activities by Phase

The following tables detail the specific activities and expected outcomes by project phase. This comes directly from the DHSMV Project Management Office (PMO) project management methodology.

Initiating Phase: Activities and Outcomes	
Build the Project Framework	
Activities	Expected Outcomes
Determine who will serve as Sponsor of the project	Project Sponsor
Determine who will serve as the Project Manager	Project Manager
Identify members of the Project Team	Project Team
Review Historical Information	Familiarity with historical information relevant to the project
Identify and document stakeholder involvement	Identification of the project stakeholders and documentation of how each will be involved in the project
Create the Project Charter:	Project Charter
Define High-Level Project Scope	High-Level Project Scope
Create a High-Level Schedule	High-Level Schedule
Establish a Budget for the Project	Project Budget
Identify High-Level Risks	High-Level Risk List
Identify Assumptions and Constraints	Assumptions and Constraints
Obtain sign-off of the Project Charter	Approved Project Charter
Conduct Project Kick-Off Meeting	'Start' of the project
Create a Project Repository	Project Repository accessible by Project team members
Phase Completion	
Activities	Expected Outcomes
Document Lessons Learned during the phase	Lessons Learned Document
Report on End-of-Phase status	End-of-Phase Status Report
End Phase	Phase Completion Checklist
	Measurements of Success Checklist
Planning Phase: Activities and Expected Outcomes	
Planning Phase Kick-Off and Team Member Orientation	
Activities	Expected Outcomes
Orient New Team Members	Team Members familiar with the project objectives and environment
Review Project Materials	Project Materials reviewed
Kick-Off the Planning Phase	Successful phase kick-off
Refine Elements of Project Charter and Create Project Management Plan	
Activities	Expected Outcomes
Refine the Business Need/Opportunity	Business Need*
Refine:	
Project Scope	Project Scope Statement *
Work Breakdown Structure (WBS)	WBS *
Project Schedule	Project Schedule *
Project Budget	Project Spending Plan *
Assumptions and Constraints	Assumptions and Constraints *
Project Team and Project Organization	Project Organization Chart * Staffing Management Plan
Create the Risk Management Plan	Risk Management Plan *
Identify Project Performance Indicators	Performance Indicators *
Create the Quality Management Plan	Quality Management Plan *
Create a Communications Plan	Communications Plan *
Create an Issue Management Process	Issue Management Process
Create the Project Change Management Plan	Change Management Plan *
	Approved Project Management Plan

EXHIBIT 2

PROJECT MANAGEMENT ACTIVITIES BY PHASE

Phase Completion	
Activities	Expected Outcomes
Document Lessons Learned during the phase	Lessons Learned Document
Report on End-of-Phase status	End-of-Phase Status Report
End Phase	Phase Completion Checklist
	Measurements of Success Checklist
*Component of the Project Management Plan	

Executing Phase: Activities and Expected Outcomes	
Direct and Manage Project Execution	
Activities	Expected Outcomes
Create Project Deliverables	Project Deliverables*
Implement Change Requests	Updated Project Management Plan
Implement Corrective Actions	Corrective Actions
Implement Preventive Actions	Preventative actions
Implement Defect Repair	Defect repair
Direct Delivery of Project Performance Data	Updated Performance Data
Perform Quality Assurance	
Activities	Expected Outcomes
Execute Quality Management Plan	Requested Changes and Corrective Actions
Implement Changes and Quality Improvements	Updated Project Management Plan
Review Project Team	
Activities	Expected Outcomes
Assign Project Team members	Updated Staffing Management Plan
	Updated Project Organizational Chart *
Determine Resource availability	Updated Team Directory
Project Team Improvement	
Activities	Expected Outcomes
Improve Team Competencies	Enhanced team member skills
Information Distribution	
Activities	Expected Outcomes
Execute Communications Plan	Updated Communications Plan *, Records and Reports
Phase Completion	
Activities	Expected Outcomes
Document Lessons Learned during the phase	Lessons Learned Document
Report on End-of-Phase status	End-of-Phase Status Report
End Phase	Phase Completion Checklist
	Measurements of Success Checklist
* Component of the Project Management Plan	

EXHIBIT 2

PROJECT MANAGEMENT ACTIVITIES BY PHASE

Monitoring and Controlling Phase: Activities and Expected Outcomes	
Monitor and Control Changes	
Activities	Expected Outcomes
Implement Change Management Plan	Approved or Rejected Requested Change Requests
Monitor and Control Project Scope, Schedule and Budget	
Activities	Expected Outcomes
Incorporate Approved Changes into Project Scope, Schedule and Budget	Updated Project Scope Statement, WBS, Schedule, Cost Estimates, Cost Baseline, Performance Measures, Project Management Plan, and Deliverables
Evaluate Scope Performance Data	Recommended changes or corrective actions
Evaluate Schedule Performance Data	Recommended changes or corrective actions
Evaluate Project Cost Performance Data	Recommended changes or corrective actions
Monitor and Control Quality	
Activities	Expected Outcomes
Evaluate Project Quality Results to Standards	Updated Quality Control Measures, Quality Management Plan, and Project Management Plan
Incorporate Approved Quality Changes	Recommended changes, corrective actions, or preventative actions
Monitor and Control Risks	
Activities	Expected Outcomes
Analyze and Plan for New Risks	Updated Risk Register, Risk Management Plan, and Project Management Plan
Monitor Identified Risk Triggers	Recommended changes, corrective actions, or preventive actions
Manage the Project Team	
Activities	Expected Outcomes
Track and Evaluate Team Member Performance	Feedback to Team Members; issue resolutions
Incorporate Approved Team Changes	Recommended changes, corrective actions, or preventative actions
	Updated Staffing Management Plan and Project Management Plan
Performance Reporting	
Activities	Expected Outcomes
Report Performance Status	Updated Forecasts
Measure Performance Progress	Recommended changes or corrective actions


EXHIBIT 2

PROJECT MANAGEMENT ACTIVITIES BY PHASE

Monitor and Control Project Contract	
Activities	Expected Outcomes
Evaluate and Collect Data on Vendor's Performance against Contract	Updated contract documentation
Track Payments to Vendor	Recommended changes, corrective actions, or preventative actions
Incorporate Approved Contract Changes	Updated Project Management Plan, Contract Management Plan and Procurement Plan
Phase Completion	
Activities	Expected Outcomes
Document Lessons Learned during the phase	Lessons Learned Document
Report on End-of-Phase status	End-of-Phase Status Report
End Phase	Phase Completion Checklist
	Measurements of Success Checklist
* Component of the Project Management Plan	

Closing Phase: Activities and Expected Outcomes	
Project Completion	
Activities	Expected Outcomes
Conduct contract closing activities	Closed Contracts
Conduct Project Satisfaction Survey	Project Satisfaction Survey
Validate and finalize the Project Lessons Learned Report	Project Lessons Learned Report
Prepare Project Closure Summary Report	Project Closure Summary Report
Conduct Project Closing Meeting	Project Closing Meeting
Archive Project Documents	
Activities	Expected Outcomes
Archive project records	Archived Project Document Repository
End Project	Celebration

EXHIBIT 3 - Weekly Status Report for *the reporting*

Project Information			
Project Name		Reporting Period	01/02/2009 – 01/10/2009
Project Manager		Overall Status (G/Y/R)	
Project Sponsor		Date Prepared	

Executive Overview
<i>Brief overview of the project status.</i>





Health Status (G/Y/R)	Category	Issues/Concerns	Mitigation/Action	Assigned Resource
	Risks/Issues	<i>Are the number and/or severity of issues and risks stable or decreasing? (Example: There were no new issues reported this reporting period but one new risk was identified)</i>		
	Schedule	<i>Is the project on schedule overall? Explain why, if not. (Example: The project is not on schedule due to resources being reassigned. However, the project will complete as scheduled 01/01/2009)</i>		
	Scope	<i>Did the project experience a scope change that impacted the project's costs or schedule, or other projects/the agency? (Example: There were no scope changes during this reporting period)</i>		
	Budget	<i>Is the project within budget overall? (over budget by 10%+; under budget by 15%+) (Example: The project is under budget for this reporting period because deliverables have not yet been approved and payment being withheld)</i>		

EXHIBIT 3 - Weekly Status Report for *the reporting*

Health Status (G/Y/R)	Milestone(s) and Deliverable(s) <i>List milestone/deliverable due this reporting period and those planned for the next reporting period – should match the project schedule</i>	Date Due	Date Accepted	Comments
		01/02/2009		
				

Performance to Date					
Project Budget (BAC)	Planned Value (PV)	Earned Value (EV or BCWP) <i>BAC*%Complete</i>	Actual Cost (AC)	Project % Complete <i>According to the project schedule</i>	Schedule Perf Index (SPI) <i>EV/PV</i>

Comments

Legend	<p>Green = on schedule, on budget and in scope; no schedule delays, within budget and no scope changes</p> <p>Yellow: = scope, schedule and/or cost at risk; minimal schedule delay, scope changes or increase in issues/risks</p> <p>Red = scope, schedule and/or cost has been impacted and requires immediate attention; significant schedule delay or issue/risk, multiple scope changes</p> <p><i>*Within budget is determined as +/-5% for the reporting period</i></p>

EXHIBIT 4 – MONTHLY LEGISLATIVE STATUS REPORT TEMPLATE

SUPPORT SERVICES	HIGHWAY SAFETY AND MOTOR VEHICLES	
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Project Sponsor:		Project Manager:	
Status Report Period:		Current Project R&C Category:	
Project Start Date:		Project End Date:	

I - PROJECT STATUS OVERVIEW

A. Overview of project progress during reporting period:	Required for R&C Category 1 2 3 4

B. Overall Status			Required for R&C Category 1 2 3 4
	Yes	No	Explain:
Is the project on schedule? <small>If no, explain why and what corrective action(s) are planned to bring the project back on schedule</small>			
Will the project complete on schedule?			
Is the project currently within budget? <small>If no, explain why and what corrective action(s) are planned to bring the project back within budget</small>			
Will the project remain within budget?			
Were any scope changes proposed or approved during this reporting period?			
Have any risks or issues impacted the project during the reporting period?			

EXHIBIT 4 – MONTHLY LEGISLATIVE STATUS REPORT TEMPLATE

SUPPORT SERVICES	HIGHWAY SAFETY AND MOTOR VEHICLES	
-------------------------	--	--

C. SPI & CPI <i>Provide SPI and CPI for Current + Last 3 Reporting Periods</i>				Required for R&C Category 3 4
	Past Reporting Period	Past Reporting Period	Last Reporting Period	Current Reporting Period
Date				
Project Schedule Performance Index (SPI)				
Project Cost Performance Index (CPI)				
Explanation of SPI or CPI Variance / Trend				

2 – PROJECT PROGRESS

A. Project Milestones, Deliverables, and Major Tasks						Required for R&C Category 2
<i>Provide milestones, deliverables, or major tasks of interest to key project stakeholders.</i>						3 4
<i>Identify the status of each item listed (Completed, In Progress, Future), and explain any significant variance.</i>						
D M T	Deliverable / Milestone / Task & Description	Planned Start Date	Planned Finish Date	Actual Finish Date <small>(completed)</small>	Status <small>(C=Completed IP= In Progress F=Future)</small>	Variance Explanation / Comment

EXHIBIT 4 – MONTHLY LEGISLATIVE STATUS REPORT TEMPLATE

SUPPORT SERVICES	HIGHWAY SAFETY AND MOTOR VEHICLES	
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B. Scope Changes <i>List all scope changes (any changes from the original project objectives and deliverables that impact the project schedule or budget) identified during this reporting period, including those that may impact the project in later reporting periods.</i>				Required for R&C Category 2 3 4
Scope Change Description	Cost Impact	Schedule Impact	Status <i>(if approved, include approval date and change control form number)</i> / Variance Explanation / Comment	

3 – PROJECT ISSUES / RISKS

A. Project Issues <i>List all issues identified, open, occurring, or closed within this reporting period.</i>					Required for R&C Category 2 3 4
Issue Description	Status (Open/ Closed)	Project Impact (H, M, L) and Description of Impact	Resolution Approach	Resolution Date	Owner

EXHIBIT 4 – MONTHLY LEGISLATIVE STATUS REPORT TEMPLATE

SUPPORT SERVICES	HIGHWAY SAFETY AND MOTOR VEHICLES	
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A. Project Issues					
<i>List all issues identified, open, occurring, or closed within this reporting period.</i>					
Issue Description	Status (Open/Closed)	Project Impact (H, M, L) and Description of Impact	Resolution Approach	Resolution Date	Owner

Required for R&C Category 2
3 4

B. Project Risks					
<i>List all risks identified, open, occurring, or closed within the reporting period.</i>					
Risk Description	Status (Open / Closed)	Project Impact (H, M, L) and Description of Impact	Mitigation Strategy	Mitigation Status	Owner
					Kristin Green
					Sonia Nelson
					Kristin Green

Required for R&C Category 2
3 4

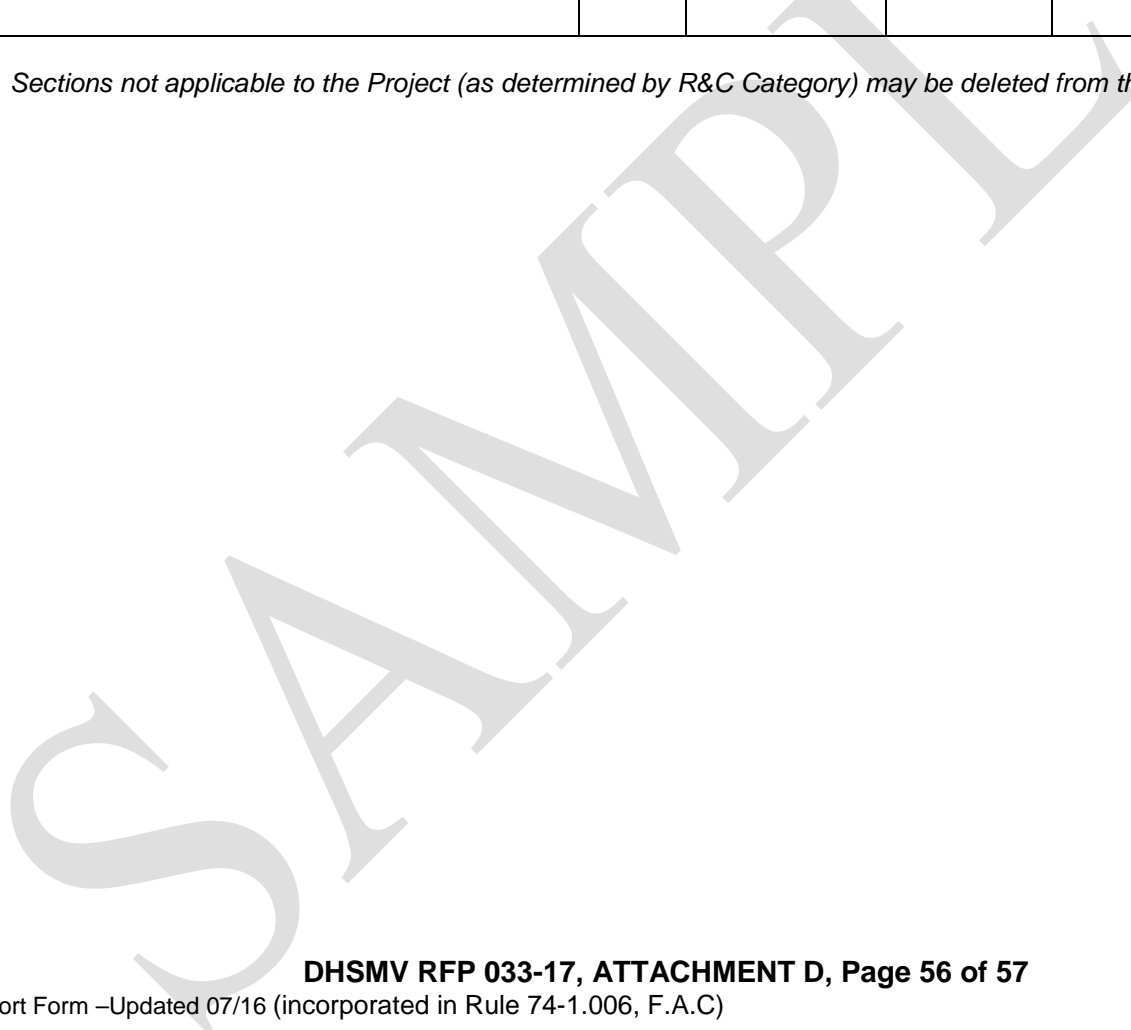
4 - PROJECT SPEND PLAN

EXHIBIT 4 – MONTHLY LEGISLATIVE STATUS REPORT TEMPLATE

SUPPORT SERVICES	HIGHWAY SAFETY AND MOTOR VEHICLES	
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B.	C. Identify Major Project Costs	Required for R&C Category				
<i>Provide the planned expenditure, actual expenditure (if completed), status, and the business need for all significant project costs of interest to key project stakeholders. For hardware/software include the quantity of each type of equipment or licenses required. If completed, provide an explanation for any significant cost variance.</i>						
Description	Fiscal Year	Planned Expenditure	Actual Expenditure	Status (C=Completed F=Future)	Business Need	Explanation of Cost Variance

(Note: Sections not applicable to the Project (as determined by R&C Category) may be deleted from the Status Report Form.)



**EXHIBIT 5
NON-DISCLOSURE AGREEMENT**

**Department of Highway Safety and Motor Vehicles
Information Systems Administration**

The State of Florida, Department of Highway Safety and Motor Vehicles and the person (Vendor) named below enter into this non-disclosure agreement regarding the security of data and information technology resources pursuant to s. 282.318, Florida Statutes, and "Florida Cybersecurity Standards," Chapter 74-2, FAC. The signee acknowledges and agrees as follows:

1. The vendor's job duties or responsibilities include contact with information or information resources that are of values to the State and that require protection;
2. The signee shall uphold the policies adopted to safeguard the information and associated resources that may be entrusted to them, or that they may come into contact with: Further, it is acknowledged that portions of this data may contain sensitive or confidential information, including system security-related information, which must be securely stored and properly disposed of in a secure manner; as set forth in DHSMV Policy Manual 8.01, "Information Security";
3. The signee shall timely report security violations in accordance with Department Policy to the Information Security Manager or the primary agency contact for this software license audit;
4. All information resources owned by the State and all time-sharing services billed to the State shall be used only to conduct State business. Access to data files shall be limited to those individuals authorized to view or process particular data;
5. The signee shall be held responsible for data and information technology security to the degree that his or her duties or responsibilities to the department require the use of information and associated systems. Fulfillment of data and information security responsibilities shall be mandatory, and violations of security responsibilities shall be mandatory, and violations of security requirements may be cause for civil or criminal penalties under Chapter 119, Florida Statutes, the Public Records Law or those Florida Statutes relating to crimes, including but not limited to the following:

Chapter 812 - Theft, Robbery, and Related Crimes
Chapter 815 - Computer-Related Crimes
Chapter 817 - Fraudulent Practices
Chapter 839 - Offenses by Public Officers and Employees
Chapter 877 - Miscellaneous Crimes

6. Violations may be cause for termination of access to data or agency relationship.

Vendor Representative:

Authorized Signature

Date

Printed Name

Position Title

Company Represented

**ATTACHMENT E
PROPOSAL SUBMISSION REQUIREMENTS AND
EVALUATION CRITERIA COMPONENTS**

E.1 General Instructions for Proposal¹ Preparation and Submission:

Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this RFP. This special instruction takes precedence over Attachment A, General Instruction #3.

The instructions for this RFP have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted contrary to these instructions may not be reviewed or evaluated, as determined by the Department.

An original response and seven (7) duplicate paper copies, in a sealed package, must be submitted to the Issuing Officer identified in Attachment C, Special Conditions, Section C.5 no later than the time indicated in Attachment C, Special Conditions, Section C.6, Solicitation Timeline, 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 marked “Contains 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 C.6, Solicitation Timeline, will not be opened or considered.**

Hard copy responses 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 RFP number, and include the prospective vendor’s name.

The prospective vendor should also submit an equal number of electronic copies of the response. The electronic format shall be submitted on CD, DVD-ROM or USB thumb drive. The 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 submittal. The electronic media should be clearly labeled in the same manner as the hard copies.

All submittals received by the date and time specified in Attachment C, Special Conditions, Section C.6, Solicitation Timeline, 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 proposal received in response to this RFP. Selection or rejection of the proposal 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 submission. 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

¹ “Response” and “proposal” are used interchangeably and mean the document submitted in response to, and in accordance with, this RFP by a prospective vendor.

vendor. 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 proposal (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 RFP 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 seven (7) duplicate paper copies, the prospective vendor must also submit one (1) hard and one (1) electronic 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 as the “redacted” copy and contain a transmittal letter authorizing release of the redacted version of the response in the event the Department receives a public records request.

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 regard to a solicitation. Accordingly, the redacted copy is requested to permit you to correctly identify the portions of your response not subject to release because a legal exemption applies. Broad disclosures, such as marking “confidential” on 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.

E.2 The RFP 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 vendor name, address, and Federal Employer Identification (FEID) Number, and should be included in the original response. The letter must provide the name, title, address, telephone number, original signature and email address of the official vendor contact and an alternate, if available. These individuals shall have the authority to bind the vendor 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.)***

2. Proposal Guarantee

The proposal guarantee **is mandatory** and shall be included with the transmittal letter and should be included with the original response, as specified in Attachment C, Special Conditions, Section C.13, Proposal Guarantee, of this RFP. ***(No points will be awarded for the Proposal Guarantee.)***

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 RESPONSE (ITEMS 1 and 2), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.

3. Past Performance - Client References (Must be provided on pages provided in Attachment G.)

In the space provided on Attachment G, Past Performance - Client References, the prospective vendor must list all business names under which it has operated during the last three (3) years. Also, in the spaces provided on Attachment G, Past Performance - Client References, the prospective vendor must provide the information indicated for three (3) separate and verifiable, Non-DHSMV (Department of Highway Safety and Motor Vehicles) clients.

The clients listed must be able to attest that the prospective vendor provided services or work similar in nature to the scope of services contemplated in this RFP. The same client may not be listed for more than one (1) reference and confidential clients shall not be included. In the event the prospective vendor has had a name change since the time work was performed for a listed reference, the name under which the prospective vendor operated at that time must be provided in the space provided for Vendor's Name.

Clients that are listed as subcontractors in the response will not be accepted as Past Performance references under this RFP. Entities having an affiliation with the prospective vendor (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 references under this RFP.

The DHSMV will attempt to contact the three (3) client references provided by the prospective vendor to complete the Evaluation Questionnaire for Past Performance (Attachment G, Page 5 of 5). If a client reference does not provide a score for any particular question identified on the questionnaire, the Vendor will receive a score of zero (0) for that question. References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The DHSMV will attempt to contact each reference by telephone up to four (4) times based on the contact information provided by the prospective vendor. In the event the contact person, or alternate, indicated cannot be reached following four (4) total attempts, the prospective vendor will receive a score of zero (0) for that reference. The DHSMV will not attempt to correct contact or any other information provided by the prospective vendor and will not independently attempt to obtain contact information for any client reference.

Attachment G, Past Performance - Client References, shall be labeled and tabbed separately and **should be included with the original proposal only. (Item 3. is worth a total maximum of 120 points with each reference eligible to receive a maximum of 40 points.)**

FAILURE TO SUBMIT ATTACHMENT G, PAST PERFORMANCE - CLIENT REFERENCES, AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.

4. Cost Proposal (Must be submitted on Attachment H)

The Respondent shall complete and submit one (1) original of the Cost Proposal (Attachment H), **with its original proposal**, which shall be labeled and tabbed separately. ***(Item 4. is worth a maximum of 200 points.)***

The intent of this RFP is to solicit firm fixed prices for the costs associated with provision of Support Services for DHSMV's Motorist Modernization Phase II as defined in Attachment D, Scope of Services.

The Department will not agree to caveats in the proposed prices. A proposal which includes caveat language for pricing will be viewed as a conditional proposal and the Department will reject the proposal.

The Cost Proposal shall utilize the Fiscal Year 2017-2018 Schedule IV-B, Cost Benefit Analysis Table II for guidance. Cost Proposals shall not exceed the total dollar amount in line item "Project Deliverables – Contracted Services"; less \$700,000.00² for any Fiscal Year. For example, YR 1 (FY2017-18) Project Deliverables Contracted Services reflects \$3,432,430.00. The Respondent shall utilize this number then deduct \$700,000.00. Thus, the value shall not exceed \$2,732,430.00 for FY 2017-18. All Fiscal Years shall be reviewed to ensure an individual year does not exceed anticipated funding.

Pricing should be made on the separate deliverables in Attachment H, Cost Proposal, with reasonable relation to the probable cost of doing the work included in such item. The Department reserves the right to reject a proposal in the event pricing of one (1) or more deliverables appears to the Department to be unbalanced in such a manner as to adversely affect the interests of the Department.

FAILURE TO SUBMIT ATTACHMENT H, COST PROPOSAL, AS REQUIRED, WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S PROPOSAL.

5. Required Certifications

The following certifications, contained in Attachment I, Required Certifications, are required and must be submitted with the response:

- a. **Acceptance of the Contract Terms and Conditions** - certifying that the prospective vendor accepts the terms and conditions as specified in this RFP and in the Department's Standard Contract (Attachment K).
- b. **Organizational Conflict of Interest Certification** - certifying that the prospective vendor, its subcontractors, if applicable, subsidiaries, and partners, have no existing relationships, financial interests, or other activities which create any actual or potential organizational conflicts of interest relating to the award of a contract for this solicitation, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat.
- c. **Project Manager Attestation** - certifying that the prospective vendor will provide Project Manager(s) that are Project Management Institute (PMI) certified Project

² This amount is dedicated to other contract service costs within Phase II and is not available for expenditure under this RFP.

Manager Professionals (PMP). **Attachment I, Required Certifications**, is the company's Attestation that the Project Manager(s) assigned to Motorist Modernization Phase II will maintain said certification throughout the term of the Contract.

Attachment I, Required Certifications, shall be labeled and tabbed separately and **should be included with the original proposal only. (No points will be awarded for Item 5.)**

FAILURE TO SUBMIT ATTACHMENT I, REQUIRED CERTIFICATIONS, SIGNED BY AN AUTHORIZED OFFICIAL, OR SUBMITTING A SIGNED ATTACHMENT I WITH ANY EXPLANATION(S), CAVEAT(S), QUALIFICATION(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE VENDOR'S RESPONSE.

B. Technical Response

1. Table of Contents

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

3. Organizational Structure, History and Experience

The prospective vendor shall include evidence of its capability to provide the services described in this RFP by describing its organizational structure, history and experience. **(This section is worth a maximum of 20 points with each component being worth a maximum of 5 points each.)**

At a minimum, the prospective vendor shall provide:

- a. An organizational chart for Phase II Motorist Modernization that identifies proposed key staff by name, position title and includes resumes of key staff;
- b. A detailed description of the prospective vendor's:
 1. Organizational structure;
 2. History;
 3. Legal structure;
 4. Ownership;
 5. Affiliations/Certifications/Memberships, Designations, etc.; and
 6. Location(s).
- c. A synopsis of corporate qualifications, indicating the prospective vendor's abilities to implement and manage this initiative as described in and in accordance with Attachment D, Scope of Services; and

- d. A summary of projects administered by the prospective vendor similar to the one described in this RFP. Similar projects will describe experience that includes, at a minimum, Requirements Gathering, Requirements Validation, Testing and Implementation (Roll-Out) of large scale projects (similar in scope and size) for at least a 5-year period with the same client. The summary shall include each project scope, the outcomes of each project, including barriers/complications and resolutions encountered, and identification of cost savings.

4. Review and Evaluation of Deliverables

The prospective vendor shall describe, in detail, its proposed plan for providing Deliverables as described in Attachment D., Scope of Services, Section D.4, Services to be Provided by the Contractor, sub-items A. through GG.. ***(This section is worth a maximum of 25 points, component details below.)*** At a minimum, the prospective vendor shall provide the following:

a. Deliverable Methodology

A detailed diagram and/or process flow describing the methodology for creation, submission, review, evaluation, acceptance and validation of quality for Deliverables A. through GG., referenced above. ***(This sub-section is worth a maximum of 5 points.)***

b. Sample Deliverables

Sample deliverables, as described below, from similar projects, Sample deliverables shall be included as an appendix to the Respondent's proposal. ***(This sub-section is worth a maximum of 20 points with each component being worth a maximum of 5 points each.)***

- 1) Gap Analysis;
- 2) Legacy System Documentation;
- 3) System Specifications for similar projects; and
- 4) Data Migration Plan developed in a project of similar scope.

5. Preliminary Vendor Start-Up Plan and Management Approach

The prospective vendor shall submit a comprehensive Preliminary Vendor Start-Up Plan and Management Approach as described in Attachment D, Scope of Services, Section D.5, Vendor Start-Up Plan and Management Approach. ***(This section is worth a maximum of 60 points with each component being worth a maximum of 5 points.)***

Provide details of how prospective vendor will approach/manage the following:

- a. Staff On-Boarding;
- b. Estimating resources for the term of the Contract;
- c. Identifying and refining roles and responsibilities of team members;
- d. Tracking and monitoring processes;
- e. Identifying risks and issues;

- f. Managing risks and issues;
- g. Change management processes;
- h. Schedule management process;
- i. Project/Program control process;
- j. Obtaining and allocating resources (i.e., personnel);
- k. Anticipated timeline and description of all activities that will be required to implement delivery of support services within the RFP presented in a Gantt Chart format; and
- l. Expectations regarding Department participation in the activities to be contained in the Final Vendor Start-Up Plan and Management Approach.

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ATTACHMENT F EVALUATION CRITERIA

F.1 REVIEW OF MANDATORY CRITERIA

- a) The Bureau of Purchasing and Contracts and Subject Matter Expert(s), if required, will review responses to this RFP for compliance with the mandatory criteria, below. Responses failing to comply with any mandatory criterion will be deemed non-responsive and will not be considered for further evaluation. The questions (which will be reproduced on a separate evaluation sheet) that will be used by the Bureau of Purchasing and Contracts and Subject Matter Experts, if required, to determine whether replies are “responsive” or “non-responsive,” are shown in the below table.

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

QUESTIONS		YES	NO
A.	<p>Does the response include the Original Response Mandatory Documentation as required in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components, Section E.2, Items A. 1. and A. 2.?</p> <p>1. Transmittal Letter: <u>Signed</u> by an individual having authority to bind the respondent <input type="checkbox"/></p> <p>2. Proposal Guarantee: In an amount of \$100,000.00 as specified in Attachment C, Special Conditions, Section C.13 of this RFP <input type="checkbox"/></p>		
B.	Does the response include Attachment G, Past Performance – Client Reference Form (with the original response only) , as required in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.3, Past Performance – Client References?		
C.	Does the response include Attachment H, Cost Proposal (with the original response only) , as required in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.4, Cost Proposal?		
D.	Does the response include Attachment I, Required Certifications (with the original response only) , as required in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components, Section E.2, Item A.5, Required Certifications?		

- b) A prospective vendor whose proposal meets all mandatory requirements of this RFP will be deemed to be responsive. The replies for all responsive vendors¹ will be evaluated as described in this attachment.

¹ The terms “responsive vendor,” “responsive respondent,” “vendor,” and “respondent” are used herein interchangeably.

F.2 PAST PERFORMANCE EVALUATION

Past performance will be evaluated based on answers to the questions outlined in Attachment G, Evaluation Questionnaire for Past Performance, received from three (3) separate client references. If a client reference does not provide a score for any particular question identified on the questionnaire, the prospective vendor will receive a score of zero (0) for that question. A score will be assigned for each individual client reference. Each reference is worth a maximum of 40 points (total possible points, 120). A maximum of four (4) attempts will be made by telephone to contact the clients for a past performance reference by the Bureau of Purchasing and Contracts, or designee. In the event that a client cannot be contacted, a score of zero (0) will be given for that reference.

F.3 COST PROPOSAL EVALUATION

The Bureau of Purchasing and Contracts will evaluate each cost proposal and award points for the proposed Grand Total identified in Attachment H, Cost Proposal, based on the following:

- A) The respondent submitting the lowest proposed Grand Total will automatically receive the maximum allowable points (5 points), which may be weighted, as applicable.
- B) The remaining respondents will receive a percentage of the maximum points for their proposed Grand Total cost using the formula below, starting with the respondent submitting the next lowest proposed Grand Total. This process continues until each proposed Grand Total has been calculated for each respondent using this formula.

$\frac{\text{Lowest Proposed Grand Total}}{[\text{next-lowest}] \text{ Respondent's Proposed Grand Total}}$	=	%	x	5	=	$\text{Total Points Awarded for the Proposed Grand Total}$ <i>(Prior to weighting, if applicable)</i>
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SCORING EXAMPLE:

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

In this example, there are four (4) respondents, each submitting a proposed Grand Total as indicated below:

RESPONDENT	GRAND TOTAL (D)
Respondent 1	\$ 575,000
Respondent 2	\$ 985,000
Respondent 3	\$ 791,000
Respondent 4	\$1,259,000

Respondent 1 submitted the lowest proposed Grand Total. Utilizing the formula above, points would be tabulated for the next lowest proposed Grand Total (submitted by Respondent 3) as follows:

$\frac{\$575,000}{\$791,000}$	=	.73%	x	5.0	=	3.65
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Calculating all scores utilizing this formula, points would be awarded as follows:

RESPONDENT	GRAND TOTAL (D)	AWARDED POINTS
Respondent 1	\$ 575,000	5.00
Respondent 2	\$ 985,000	2.95
Respondent 3	\$ 791,000	3.65
Respondent 4	\$1,259,000	2.30

F.4 TECHNICAL RESPONSE EVALUATION

Each response determined to be in compliance with all mandatory criteria established in the RFP (i.e., responsive), will be independently evaluated based on the criteria and points scale indicated below. Each response 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 RFP.

Detailed evaluation criteria components (see Attachment E, Proposal Submission Requirements and Evaluation Criteria Components) will be evaluated and awarded points based on the following point structure:

Points

- 0 The component was not addressed anywhere in the response.
- 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.

F.5 RESPONSIBLE VENDOR

The Department reserves the right to utilize sources other than those identified by the respondent to obtain additional information regarding the prospective vendor's capability of fully performing a contract for the services outlined in this RFP 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 vendor, as defined in Section 287.012(25), Florida Statutes. The Department will reject the bid/response submitted by any vendor not deemed to be a responsible vendor.

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 vendor is not a responsible vendor 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 years.

For ITB's and RFP's, the Department will review additional sources in regard to all bidders and proposers found to be responsive (i.e., meeting all material requirements of the solicitation.) For ITN's, the Department will utilize additional sources only in regard to the companies with whom the Department intends to negotiate.

F.6 EVALUATION CRITERIA

The below table will be used to assign points to all responses evaluated and designated as "responsive." Evaluations will be based on the detailed evaluation criteria components indicated in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components.

	Maximum Raw Score Possible		Weight or Factor		Maximum Points Possible	
A. ORIGINAL RESPONSE MANDATORY DOCUMENTATION (Inserted here for Title reference only – individual components are listed below)						
1. - 2.	N/A		N/A		N/A	
3. Past Performance (*raw score is per client reference)	*40		X	3	=	120
3. Cost Proposal	5		X	40	=	200
4. Required Certifications	N/A		N/A		N/A	
B. TECHNICAL RESPONSE (Inserted here for Title reference only – individual components are listed below)	265		X	2	=	530
1. Table of Contents	N/A		N/A		N/A	
2. Executive Summary	N/A		N/A		N/A	
	Raw Score		Weight		Points	
3. Organizational Structure, History and Experience	20	X	1	=	20	
4. Review and Evaluation of Deliverables						
a. Deliverable Methodology	5	X	17	=	85	
b. Sample Deliverables	20	X	3.5	=	70	
5. Preliminary Vendor Start-Up Plan and Management Approach	60	X	1.5	=	90	
TOTAL POSSIBLE POINTS:						850

F.7 TABULATION OF SCORING

Upon completion of all parts of the evaluation, evaluators will add up and record the scores they entered for each vendor/respondent for each evaluation part, and record the total score for all parts by respondent/vendor on the appropriate scoring sheet. The Bureau of Purchasing and Contracts will take the total score recorded by each evaluator for each respondent and add all scores together for that respondent. The total of all scores for each respondent will then be divided by the number of evaluators for the averaged score for the respondent. This will be the final score for the respondent.

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 461 maximum available points, four (4) evaluators and four (4) respondents. The scores in this example were calculated based on the scores for the technical response, cost, and past performance, being added together for each respondent.

Step 1: Total score assessed by each evaluator for each responsive vendor is calculated and entered onto a tabulation sheet by Bureau of Purchasing and Contracts staff.

Evaluator A		Evaluator B		Evaluator C		Evaluator D	
Respondent 1	451 pts.	Respondent 1	401 pts.	Respondent 1	316 pts.	Respondent 1	418 pts.
Respondent 2	425 pts.	Respondent 2	390 pts.	Respondent 2	443 pts.	Respondent 2	449 pts.
Respondent 3	397 pts.	Respondent 3	419 pts.	Respondent 3	389 pts.	Respondent 3	435 pts.
Respondent 4	410 pts.	Respondent 4	388 pts.	Respondent 4	459 pts.	Respondent 4	325 pts.

Step 2: Total point scores are added together for each respondent and divided by the number of evaluators. This equals the final averaged score for the respondent.

Respondent 1	$451+401+316+418 = 1,586 \div 4 = 396.50$
Respondent 2	$425+390+443+449 = 1,707 \div 4 = 426.75$
Respondent 3	$397+419+389+435 = 1,640 \div 4 = 410.00$
Respondent 4	$410+388+459+325 = 1,582 \div 4 = 395.50$

Step 3: The scores are arranged from highest to lowest. Based upon the scoring example above, Respondent 2 would be selected for contract award.

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**ATTACHMENT G
PAST PERFORMANCE - CLIENT REFERENCE FORM**

In the spaces provided below, the prospective vendor shall list all business names under which it has operated during the past five (5) years.

On the following pages, the prospective vendor shall provide the information indicated for three (3) separate and verifiable, Non-DHSMV (Department of Highway Safety and Motor Vehicles) clients.

The clients listed must be able to attest that the prospective vendor provided services or work similar in nature to the scope of services contemplated in this RFP, with at least one (1) client verifying the 5-year period required in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components, Section E.2, subsection B., Technical Response, item 3., Organizational Structure, History and Experience, sub-item d. The same client may not be listed for more than one (1) reference and confidential clients shall not be included. In the event the prospective vendor has had a name change since the time work was performed for a listed reference, the name under which the prospective vendor operated at that time must be provided in the space provided for Vendor's Name.

Clients that are listed as subcontractors in the response will not be accepted as Past Performance references under this RFP. Entities having an affiliation with the prospective vendor (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 references under this RFP.

The DHSMV will attempt to contact the three (3) client references provided by the prospective vendor to complete the Evaluation Questionnaire for Past Performance (Page 5 of 5). If a client reference does not provide a score for any particular question identified on the questionnaire, the Vendor will receive a score of zero (0) for that question. References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The DHSMV will attempt to contact each reference by telephone up to four (4) times based on the contact information provided by the prospective vendor. In the event the contact person, or alternate, indicated cannot be reached following four total (4) attempts, the prospective vendor will receive a score of zero (0) for that reference. The DHSMV will not attempt to correct contact or any other information provided by the prospective vendor and will not independently attempt to obtain contact information for any client reference.

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NON-DHSMV CLIENT #1

Vendor's Name:

Client's Name:

Address:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Primary Fax Number:

Alternate Fax Number:

Contract Performance Period (include a beginning and end date):

Location of Services:

Brief description of the services performed by the prospective vendor for this client:

NON-DHSMV CLIENT #2

Vendor's Name:

Client's Name:

Address:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Primary Fax Number:

Alternate Fax Number:

Contract Performance Period (include a beginning and end date):

Location of Services:

Brief description of the services performed by the Prospective vendor for this client:

NON-DHSMV CLIENT #3

Vendor's Name:

Client's Name:

Address:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

Primary Fax Number:

Alternate Fax Number:

Contract Performance Period (include a beginning and end date):

Location of Services:

Brief description of the services performed by the prospective vendor for this client:

Evaluation Questionnaire for Past Performance

Vendor's Name: _____

Client's Name: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Primary Fax Number: _____

Alternate Fax Number: _____

The following questions will be asked by the Department of three (3) references, as indicated in Attachment E., Proposal Submission Requirements and Evaluation Criteria Components, Section E.2, subsection A., item 3:

	Score
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
3. Did the Vendor consistently meet all of its performance/milestones deadlines? Yes = 5; No = 0	
4. How would you rate the Vendor's key staff and their ability to work with your organization? Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1	
5. Did Vendor staff maintain clear and open lines of communication with your organization? Yes = 5; No = 0	
6. Did the Vendor's project/contract manager effectively manage the contract? Yes = 5; No = 0	
7. Was the Vendor's staff responsive to technical direction from your organization? Yes = 5; No = 0	
8. Was the Vendor responsive in resolving issues or providing necessary updates to final work product? Yes = 5; No = 0	
9. Would you contract with this Vendor again? Yes = 5; No = 0	
Total Score:	

Reference Verified by:

Name (printed)

Signature

**ATTACHMENT H
COST PROPOSAL**

Respondent Name: _____

Instruction: Respondents shall propose an amount for each of the deliverables listed below. Evaluation points will be awarded as outlined in Attachment F, Section F.3, Cost Proposal Evaluation.

		YEAR 1 XX/XX/17 – 06/30/18	YEAR 2 07/01/18 – 06/30/19	YEAR 3 07/01/19 – 06/30/20	YEAR 4 07/01/20 – 06/30/21	YEAR 5 07/01/21 – 06/30/22	YEAR 6 07/01/22 – 06/30/23
No.	Deliverable Description	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount
1.	Support Services Team Charter	\$	N/A	N/A	N/A	N/A	N/A
2.	Motor Vehicle Issuance Management Plan	\$	N/A	N/A	N/A	N/A	N/A
3.	Motor Vehicle Issuance Integrated Master Schedule	\$	N/A	N/A	N/A	N/A	N/A
4.	Lessons Learned Reports	\$	\$	\$	\$	\$	\$
5.	Legacy System Documentation	\$	N/A	N/A	N/A	N/A	N/A
6.	Gap Analysis Report (Increments 1 and 2)	\$	\$	N/A	N/A	N/A	N/A
7.	Requirements Report (Increments 1 and 2)	\$	N/A	\$	N/A	N/A	N/A
8.	System Specification Documents (Increments 1 and 2)	\$	N/A	\$	N/A	N/A	N/A
9.	AS-IS Synchronization Process Documentation	\$	N/A	N/A	N/A	N/A	N/A
10.	TO-BE Synchronization Process Documentation	N/A	\$	N/A	N/A	N/A	N/A

		YEAR 1 XX/XX/17 – 06/30/18	YEAR 2 07/01/18 – 06/30/19	YEAR 3 07/01/19 – 06/30/20	YEAR 4 07/01/20 – 06/30/21	YEAR 5 07/01/21 – 06/30/22	YEAR 6 07/01/22 – 06/30/23
No.	Deliverable Description	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount
11.	Synchronization Process Design Documentation (Increments 1 and 2)	\$	N/A	\$	N/A	N/A	N/A
12.	Modernization Development/Test Database Conceptual Design Documentation (Increments 1 and 2)	\$	N/A	\$	N/A	N/A	N/A
13.	Migration Plan from <source> Database(s)	\$ N/A	\$	N/A	N/A	N/A	N/A
14.	Document Management Gap Analysis Report	\$	N/A	N/A	N/A	N/A	N/A
15.	Phase II Development Foundation Reports	N/A	\$	N/A	N/A	N/A	N/A
16.	Comprehensive Organizational Change Management Plan (Increments 1-5)	\$	\$	\$	N/A	N/A	N/A
17.	Phase II: Release Plan (Increments 1 and 2)	N/A	\$	N/A	N/A	N/A	N/A
18.	Security Plan (Increments 1 and 2)	\$	N/A	\$	N/A	N/A	N/A
19.	Testing Strategy and Plan	\$	N/A	N/A	N/A	N/A	N/A
20.	Titles Validated Requirements (Increments 1, 2 and 3)	N/A	\$	N/A	N/A	N/A	N/A
21.	Registrations Validated Requirements (Increments 1, 2 and 3)	N/A	\$	N/A	N/A	N/A	N/A

		YEAR 1 XX/XX/17 – 06/30/18	YEAR 2 07/01/18 – 06/30/19	YEAR 3 07/01/19 – 06/30/20	YEAR 4 07/01/20 – 06/30/21	YEAR 5 07/01/21 – 06/30/22	YEAR 6 07/01/22 – 06/30/23
No.	Deliverable Description	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount
22.	Inventory Validated Requirements (Increments 1, 2 and 3)	N/A	\$	N/A	N/A	N/A	N/A
23.	Dealer Licensing and Consumer Complaints Validated Requirements and Mobile Home Installer Validated Requirements (Increments 1, 2 and 3)	N/A	\$	N/A	N/A	N/A	N/A
24.	IFTA/IRP Validated Requirements (Increments 1 and 2)	N/A	\$	N/A	N/A	N/A	N/A
25.	MyDMV Portal and Fleet Management System Validated Requirements (Increments 1 and 2)	N/A	\$	N/A	N/A	N/A	N/A
26.	Product Backlog Baseline Plan	N/A	\$	N/A	N/A	N/A	N/A
27.	Phase II Technical Requirements	N/A	N/A	\$	N/A	N/A	N/A
28.	Data Model Review and Validation	N/A	N/A	\$	N/A	N/A	N/A
29.	Application Reporting Strategy	N/A	\$	N/A	N/A	N/A	N/A
30.	MM Milestone Release Report	N/A	N/A	\$	\$	\$	\$
31.	As-Built Solution Overview Report	N/A	N/A	\$	\$	\$	\$

		YEAR 1 XX/XX/17 – 06/30/18	YEAR 2 07/01/18 – 06/30/19	YEAR 3 07/01/19 – 06/30/20	YEAR 4 07/01/20 – 06/30/21	YEAR 5 07/01/21 – 06/30/22	YEAR 6 07/01/22 – 06/30/23
No.	Deliverable Description	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount	Deliverable Amount
32.	Technical Architecture Documents (Increments 1 and 2)	N/A	N/A	\$	\$	N/A	N/A
33.	Pilot Implementation Plan	N/A	N/A	N/A	N/A	\$	N/A
34.	Statewide Roll-Out Implementation Plan	N/A	N/A	N/A	N/A	N/A	\$
35.	Monthly Legislative/Governance Status Reports	\$	\$	\$	\$	\$	\$
TOTAL (DELIVERABLES 1-35)		\$	\$	\$	\$	\$	\$
NOT TO EXCEED AMOUNT (PER STATE FISCAL YEAR)		\$2,732,430	\$3,679,200	\$6,539,200	\$6,539,200	\$5,239,200	\$2,171,200

GRAND TOTAL (YEARS 1-6)	\$
NOT TO EXCEED AMOUNT (YEARS 1-6)	\$26,900,430

NOTES:

- 1) State Fiscal Year is defined as July 1 thru June 30.
- 2) The Department will not agree to caveat language for pricing within Attachment H, Cost Proposal. Responses which include caveat language for pricing will be viewed as a conditional response and the Department will reject the response.
- 3) The Respondent must provide pricing for all the specified items, in Attachment H, or the Respondent's proposal will be rejected. If it is the intention of the Respondent to propose a "No Cost" to the Department for a specified item, it should be proposed as \$0.00.

Respondent Name

Name and Title of Respondent Representative

Signature of Respondent Representative

Date

ATTACHMENT I REQUIRED CERTIFICATIONS

Acceptance of Contract Terms and Conditions

I hereby certify that should my company be awarded a contract resulting from this solicitation, my company will comply with all terms and conditions specified in this solicitation and contained in the Department's Standard Contract (Attachment K).

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, 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 solicitation.

Signature of Authorized Official

Date

Project Manager Attestation

I hereby certify that, to the best of my knowledge, my company (including its subcontractors, if applicable, subsidiaries and partners) will provide Project Manager(s) that are Project Management Institute (PMI) certified Project Manager Professionals (PMP) and will maintain certification throughout the term of the contract.

Signature of Authorized Official

Date

Note:

The Department will not agree to caveat language being added to or placed on this attachment. Responses that include caveat language will be viewed as a conditional response and the Department will reject the response.

**ATTACHMENT J
CERTIFICATION OF DRUG-FREE WORKPLACE**

In order to lawfully claim that a business has a drug-free workplace program, the business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I hereby certify that this firm complies fully with the above requirements and has implemented a drug-free workplace.

Signature

Date

Printed Name of Signer/ Title of Signer/ Company Name

**ATTACHMENT K
STANDARD CONTRACT**

All prospective vendors should review this sample Standard Contract. In responding to this DHSMV solicitation, a prospective vendor 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. Note: Not all items in the sample Standard Contract will apply to the procured services.

CONTRACT#: 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, 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

Include for any MS contracts

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, Driver Under the Influence (DUI) programs and driving schools; 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. **[insert solicitation name]**, which is inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;

- C. the purchase order, and its terms and conditions; and
- D. the Contractor's bid submission.

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

II. CONTRACT TERM

This Contract shall be in effect upon the date of last signature by the Parties and shall expire **[End Date here]**, inclusive. Additionally, the Department will issue a Purchase Order to the Contractor, reflecting the same Contract term, as a payment mechanism.

(Delete if the method of procurement is a single source or emergency)

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 or the term of the original Contract, whichever period is longer. 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.

If this Contract is renewed, the renewal term shall be for a total period of up to **[Max Years – Ex. Three (3)]** years. The Department reserves the right to structure the renewal term as a single **[Max Year – Ex. three]**-year period, or multi-year periods in any combination (e.g., **[Max Year – Ex. three]** one-year periods; two **XX** -year periods; etc.).

OR

This Contract may not be renewed.

III. SERVICE DELIVERY

A. General Description of Services

This Contract is for provision of **[include a brief description of background and service to be procured]**.

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 To Be 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. Reporting

The Contractor shall submit, in writing to the Department's Contract Manager, [*Define frequency, format, content and title of report, if applicable. Example "Weekly Status Report, Monthly Report, or specific report identified in Scope of Services*].

D. 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.

E. Deliverables

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

(Deliverables are defined as the service outcomes the Department is paying for. Reports are not considered deliverables, unless a Report (usually a Final Report) is the result of research, analysis, etc. Progress/Status Reports are not considered deliverables.)

TABLE 1 DELIVERABLE SCHEDULE		
No.	Deliverable	Due Date
1.		

F. Performance Standards and Liquidated Damages

1. Table 1 - Performance Standards/Liquidated Damages

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 liquidated damages upon the Contractor for failure to comply with the performance standard requirements as set forth in the chart below, or as otherwise stated in the resulting purchase order and/or contract.

Example – Modify per project.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES	
Performance Standard Requirement	Liquidated Damages to be Imposed
The Contractor shall _____ as described in Section II., Service Delivery, Subsection B., Services Provided by the Contractor.	\$____.00 per day for each calendar day past the due date until provided to the Department.

<p>The Contractor shall _____ as described in Section II., Service Delivery, Subsection B., Services Provided by the Contractor.</p>	<p>The Department shall withhold payments due until the _____ is received and impose \$____.00 per day for each calendar day that the _____ is overdue.</p>
<p>The Contractor shall _____ as described in Section II., Service Delivery, Subsection B., Services Provided by the Contractor.</p>	<p>The Department may impose up to a XXX percent (X%) reduction of the total, monthly/quarterly, etc. invoice amount for each incident in which the Contractor has failed to meet a deadline as specified in this Contract, not to exceed XXX percent (X%) per month/quarter, etc.</p>
<p>ADD AS NEEDED</p>	

2. General Liquidated Damages

- a) Except as otherwise stated in Item 1., above, the Department may impose up to \$500 per day for each incident in which the Vendor has failed to perform as specified in this scope document and the Contract, not to exceed \$5,000 per month.
- b) If applicable, the Department may impose up to \$500 per day for each incident, depending upon the severity, in which the Vendor inappropriately releases Driver Privacy Protection Act (DPPA) information, not to exceed \$5,000, per month.

G. Monitoring

- 1. The Department's Contract Manager or designated Department staff will perform monitoring during the term of the Contract to determine if the Contractor has met each Performance Standard identified in Section II., Service Delivery, Subsection F., Performance Standards and Liquidated Damages. Monitoring shall include review of compliance with Contract service delivery and review of all Contract requirements. 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 this Contract.
- 2. 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 Section IV., Contract Management, Subsection F., 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 II., Service Delivery, Subsection H., Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

H. **Corrective Action Plan (CAP)**

1. 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.
2. 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.
3. 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.
4. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - a. 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
 - b. 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.
5. If the 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 contract and liquidated damages of **\$XXX.00 [INSERT APPROPRIATE AMOUNT – USUALLY \$100.00]** per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
6. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
7. 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 contract and shall be subject to liquidated damages.
8. Except where otherwise specified, liquidated damages of **\$XXX.00 [INSERT APPROPRIATE AMOUNT – USUALLY \$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.

IV. **COMPENSATION**

A. **Contract Amount**

This is a Fixed Price (Unit Cost) Contract not to exceed the total contract amount of **\$XX,XXX.XX**. *[If the contract amount is in excess of \$5M in the first year of the contract, Section 216.313, Fla. Stat., requires you to include the specific funding appropriation. For example: "Funding for this Contract is appropriated in"]*

B. **Contract Payment**

(modify per project)

1. The Department will pay the Contractor, in arrears, upon the completion and acceptance of the deliverable(s) outlined in Section II., Service Delivery, Subsection E., Deliverables, and in accordance with Table 1, Payment, below.

TABLE 1 PAYMENT		
No.	Deliverable	Amount
1.		

2. Contract payments shall be made in accordance with Section 215.422, Fla. Stat., 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, Fla. Stat., 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.)

Payments to health care providers for hospital, medical or other health care services, if applicable, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined, and the daily interest rate is .0003333%.

C. **Invoicing**

1. The Vendor shall submit a properly completed invoice to the Department's Contract Manager no later than the **15th day of the month/quarter following the reporting month/quarter or **45 days after acceptance of the deliverable by the Department, etc.** *(modify per project)*.
2. The Contractor 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. If the Contractor fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all applicable deliverables and invoices due from the

Contractor and necessary adjustments thereto have been approved by the Department.

3. Each invoice shall include at a minimum: *(modify per project)*.
 - Documentation detailing deliverables completed during the preceding *month/quarter*;
 - The time period in which deliverables were completed;
 - The Contractor's invoice number;
 - Invoice date; and,
 - The Department's Contract/Purchase Order number.
4. 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 vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.
5. Late Invoicing
**** (optional – not a requirement)**
Unless written approval is obtained from the Department, and at the discretion of the Department, correct invoices with documentation received one (1) to five (5) calendar days after the due date, will be paid at ninety percent (90%) of the amount of the invoice; correct invoices with documentation received six (6) to ten (10) calendar days after the due date will be paid at seventy-five percent (75%) of the invoice; and correct invoices with documentation received more than ten (10) calendar days after the due date **will not** be paid.

D. **Additional Payment Terms**

1. In accordance with Section 287.0582, Fla. Stat., the state of Florida's performance and obligation to pay under this 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 this Contract.
3. Contractors are encouraged to accept payments for work performed under this 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 this 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, Fla. Stat., 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), Fla. Stat., 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 reprocurement 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.**

F. Official Payee

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 Budget Coordinator

The Budget Coordinator for this Contract will be:

[insert name and contact info]

The Budget Coordinator will perform the following functions:

1. Verify receipt of deliverables with the Contract Manager prior to processing invoices; and
2. Review, verify, and approve invoices from the Contractor.

C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, 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).

D. 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]

E. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., 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.

F. 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 facsimile, email, or hard copy mail, as indicated in this subsection.

A date/numbering system shall be utilized for tracking of formal communications.

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, e-mail, or facsimile 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

This Contract may be terminated without cause, as follows:

1. By the Contractor upon no less than **XXXX (XX) [INSERT NUMBER OF DAYS OF REQUIRED NOTICE FROM THE CONTRACTOR]** calendar days' notice to the Department; and
2. By the Department upon no less than thirty (30) calendar days' notice to the Contractor.

The above-referenced time frames may be modified (i.e., either lengthened or shortened), as mutually agreed upon by both parties. 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.

OR

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), facsimile, 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, by facsimile, 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;

Include as part of Subsection D. above, if less than \$1 mil.

or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), Florida Administrative Code, governs the procedure and consequences of default.

Include as part of Subsection D. above, if more than \$1 mil.

(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, Subsection U., Scrutinized Companies List and Prohibited Business Activities, below. Rule 60A-1.006(3), Florida Administrative Code, 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

Optional

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 Section 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/Contractor Assurance**

The Contractor assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, political affiliation or beliefs.
6. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

7. All regulations, guidelines, and standards as are now or may be lawfully adopted under the above statutes.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which services are provided. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards.

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. Sponsorship

The Contractor shall comply with the provisions of Section 286.25, Fla. Stat., which provides that any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state:

“Sponsored by (CONTRACTOR) and the State of Florida, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.”

If the sponsorship reference is in written material, the words "State of Florida, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES" shall appear in the same size letters or type as the name of the organization.

P. 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.

Q. 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)**.

R. 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.

S. 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.

T. 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.

“Include” for contracts valued at \$1,000,000 or more

U. Scrutinized Companies Lists and Prohibited Business Activities

Pursuant to Section 287.135, Fla. Stat., an entity or affiliate who has been placed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria, is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing this Contract and/or by signing **Attachment III, Vendor Certification Regarding Scrutinized Companies List**, the Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Fla. Stat; and is not engaged in business operations in Cuba or Syria. Pursuant to subsection 287.135(5), Fla. Stat., the Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria during the term of the Contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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 paragraph 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.

CC. 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.

DD. 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.

EE. Transition Plan In the Event of Contract Cancellation, Termination or Expiration

- 1) An essential element to assuring success of this project will be the transition from one contractor to another, if applicable, should the Contract be canceled, terminated, or expire, and a new contract is subsequently executed with a firm other than the Contractor.

The Contractor agrees to fully cooperate and assist in such a transition, including with any other successor-contractor, and shall do so for a minimum of six (6) months following the term of the Contract or any cancellation or termination thereof, at no additional cost to the Department. The Department expects the Contractor to have included the costs of transition in its proposal pricing and will not pay any additional, separate, or other costs related to this six-month or longer term.

Prior to the cessation of services due to cancellation, termination, or expiration of the Contract, the Department shall schedule and the Contractor shall attend, transition meetings, the number of which shall be agreed-upon in writing by all parties, that will include representatives from the successor-contractor and the Department, as required, in order to develop a jointly written plan and cooperative agreement setting forth all tasks and responsibilities to be carried out by each of the entities in order to ensure a seamless transition. (NOTE: The written plan may serve as the cooperative agreement if signed by each of the parties and if containing sufficient detail to clearly establish all duties/tasks/responsibilities and timeframes for completion required during the transition period.)

The plan and cooperative agreement, or plan if serving as both, shall include, but not be limited to:

1. Designated point of contact for each entity;
2. A calendar of regularly scheduled meetings;
3. A detailed list of data that will be shared;
4. Milestones/tasks to be met/completed by each entity during transition;
5. A mechanism and timeframe for transmitting records and data; and
6. A clear description of the mutual needs and expectations of all entities.

The timely transfer of records, data and related Contract information in the possession of the Contractor to the successor-contractor and the Department is an essential requirement of this Contract. If the Contract period ends due to expiration of the Contract term, the Department will send a notice requesting submission of records/data/information, etc., to the Contractor sixty (60) days prior to the expiration date. The Contractor shall deliver all documents, records, reports, lists, data, and any other information pertaining to the Contract requested by the Department, to the Department and the successor-contractor, if required, in a format specified by the Department within thirty (30) days of receipt of notice.

If the Contract period ends due to mutual cancellation, the date for submission of all records, etc., shall be established in the mutual cancellation agreement (letter) signed by both parties.

If the Contract period ends prior to the Contract term expiration date due to some

other reason (e.g., termination due to breach; unilateral cancellation by the Department due to lack of funding or failure by the Contractor to provide public records), the Department will send a notice of cancellation or termination thirty (30) days prior to the date services are to cease. This notice will also request that the Contractor provide all records/data/information, etc., to the Department and/or successor-contractor in an approved format, within fifteen (15) days of receipt of the notice. There shall be no separate costs, either assessed or paid, for the provision of such data, records, documentation, etc., to either the Department or the successor-contractor.

The Department reserves the right to commence services provided by a successor-contractor at least one (1) year prior to the expiration, termination, or cancellation of the Contract without amending the Contract.

To the extent possible, the Department will endeavor to commence services with a successor-contractor in a manner that is the least-disruptive to the Contractor and that does not result in costs to the Contractor. Should this commencement of services result in disruption that causes the Contractor unanticipated or unavoidable costs, the Department shall have the sole discretion to determine: a) whether such costs were unanticipated and unavoidable, and therefore not already included in the Contract pricing, and b) were reasonably undertaken as a result of the commencement of services by the successor-contractor. If the Department finds that both conditions are present, the Department may pay the costs. The Contractor agrees to negotiate these costs based upon pricing established in the Contract or pricing established in any then-current State Term Contract regarding similar service delivery, whichever is lower.

- 2) If requested by the Department in writing prior to expiration of the Contract, the Contractor shall promptly (within ten (10) working days of expiration or as otherwise agreed in writing between the parties) return to the Department any or all of the following: all items, including but not limited to equipment, data, and software provided to the Contractor by the Department for use in service delivery or in support of the Contract; and all items (including licenses) purchased by the Department under or in support of the Contract or transferred or "to-be-transferred" to the Department's ownership at any time during or after the Contract term. Return of items shall be at the Contractor's expense unless otherwise agreed between the parties.

FF. 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.

GG. Performance Bond

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

OR

An original copy of a performance bond in the amount specified in Table 1, Performance Bond Requirements, below, shall be furnished to the Department by the Contractor each year for all years of the Contract term.

TABLE 1 – PERFORMANCE BOND REQUIREMENTS	
Original Contract Term¹	Performance Bond Amount (\$XXXX.XX)
Year 1 (XXXX XX, 20XX – XXXX XX, 20XX)	\$XXXX.XX
Year 2 (XXXX XX, 20XX – XXXX XX, 20XX)	\$XXXX.XX
Year 3 (XXXX XX, 20XX – XXXX XX, 20XX)	\$XXXX.XX
Year 4 (XXXX XX, 20XX – XXXX XX, 20XX)	\$XXXX.XX

The initial performance bond shall be furnished to the Department’s Bureau of Purchasing and Contracts, 2900 Apalachee Parkway, MS#31, Tallahassee, FL 32399-0500, within ten (10) calendar days after execution of the Contract and prior to commencement of any work under the Contract.

The performance bonds for Years XXX and all remaining years (as applicable), shall be submitted no later than thirty (30) days prior to the start of the operational period and shall be submitted to the Department’s Bureau of Purchasing and Contracts at the aforementioned address. Additionally, a copy of all performance bonds shall be submitted by the Contractor to the Department’s Contract Manager.

The performance bond shall be issued by an insurance company licensed by the State of Florida, Department of Financial Services. Surety bond insurers must comply with Section 287.0935, Fla. Stat.

The bond shall reflect on its face, language guaranteeing the Contractor’s performance of the Contract as to all terms and conditions thereof throughout the full term thereof², and shall indemnify and save harmless the Department from any and all costs and damages whatsoever that could be claimed or assessed by reason of the Contractor’s default or for breach of any term of the Contract.

The performance bond shall remain in effect for the full term of the Contract, including any renewal period and extension, if applicable. The Department shall be named as the beneficiary of the Contractor’s bond. The bond shall provide that the insurer or bonding company(s) pay losses suffered by the Department directly to the Department.

The cost of the performance bond will be borne by the Contractor. Failure to maintain the bond is considered a breach of the Contract.

¹ Table 1 only references the bond amount for the Original Contract Term; however, the same amount will apply to all renewal years.
² Performance bonds that are submitted annually shall guarantee performance for the full period covered by the bond (i.e., one year).

No payments will be made to the Contractor until the performance bond is in place and an original copy thereof has been received by the Department. This shall apply to all payments made under the Contract during all years of the Contract term.

If **Section VI**, Termination and Cancellation, of this Contract does not expressly permit the Contractor to terminate the Contract at will, and the Contractor terminates the Contract prior to the end of the Contract period, an assessment against the bond will be made by the State to cover the costs of issuing a new solicitation, if applicable, and selecting a new contractor, as well as any and all damages whatsoever that could be claimed or assessed by reason of the Contract termination.

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: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED BY: _____
NAME: **Jonathan Sanford**
TITLE: **Chief Counsel,
Office of the General Counsel**
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 who 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

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies that Boycott Israel List; Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria. These lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" is not listed on the Scrutinized Companies that Boycott Israel List ; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

ATTACHMENT L

**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