



Terry L. Rhodes  
Executive Director

2900 Apalachee Parkway  
Tallahassee, Florida 32399-0500  
www.flhsmv.gov

September 19, 2017

Prospective Contractor:

Subject: Solicitation Number: DHSMV RFP 001-18  
Mobile Video Recording Solution

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 a Mobile Video Recording Solution for the Florida Highway Patrol vehicles. 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 References
- Attachment H - Cost Proposal
- Attachment I - Required Certifications
- Attachment J - Certification of Drug-Free Workplace
- Attachment K - 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 contractors 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 released model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products

involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

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

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

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

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

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

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

operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

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

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

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

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

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

Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

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

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

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

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the

Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

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

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

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

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and

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

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

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

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

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the

Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

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

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

**24. Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.**

Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

upon satisfactory performance evaluations and subject to availability of funds.

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

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

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

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

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

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

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the

Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

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

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

to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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

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

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

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

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

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

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

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

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

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

forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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

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

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

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

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



## 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.
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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](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 001-18
- C.2 Solicitation Type:** Request for Proposal (RFP)
- C.3 Solicitation Title:** Mobile Video Recording Solution
- C.4 Date of Issuance:** September 19, 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](mailto: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\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu)).

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by the Department	09/19/17	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Written Inquiries	09/27/17 at 5:00 P.M., ET	Address provided in Section C.5, above
<u>Anticipated</u> Date for Department Responses to Contractor Questions	10/03/17	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>
Deadline for Receipt of Proposals <sup>1</sup>	10/23/17 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 Proposals	10/23/17 at 3:30 P.M., ET	Same as above
<u>Anticipated</u> Evaluation of Proposals	10/24-10/30/17	Various
<u>Anticipated</u> Demonstrations	11/01-11/02/17	Department of Highway Safety and Motor Vehicles Neil Kirkman Building 2900 Apalachee Parkway Tallahassee, FL 32399-0500
<u>Anticipated</u> Date for Public Dissemination of Scores	11/03/17 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	11/07/17	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_main_menu">http://myflorida.com/apps/vbs/vbs_main_menu</a>

<sup>1</sup> "Response" and "proposal" are used interchangeably and mean the document submitted in response to, and in accordance with, this RFP by a prospective contractor.

### **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 contractors 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 Contractor 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 contractor.

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 contractors’ written questions, become part of this solicitation. The Department reserves the right to respond to late-submitted questions if to do so is in the state’s best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing). However, the Department is under no obligation to respond to late-submitted questions.

For the purposes of this solicitation, all references to the term “prospective contractor” shall mean a person(s), firm(s), or corporation(s) intending to submit or submitting a response to this solicitation. All references to “responsive contractor” (or “responsive vendor”) shall mean a person(s), firm(s), or corporation(s) submitting a response meeting the mandatory submission requirements of this solicitation. All references to the terms “awarded contractor” shall mean a person(s), firm(s), or corporation(s) submitting the highest scored, responsive response to this solicitation and with whom the Department intends to enter into a contract. (NOTE: The terms “contractor” and “vendor” may be used in 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 contractors. 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 this RFP during the solicitation period, a written addendum will be posted on the VBS. Prospective contractors may be required to acknowledge receipt of addenda in writing. Notice of such requirement will be posted with the addenda on the VBS. A representative who is authorized to contractually bind the prospective contractor must sign any addenda to this RFP, if requested.

**It is the prospective contractor'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 contractor'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 contractors 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 contractor 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 proposal 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 contractor. If the awarded contractor fails to execute a contract within twenty (20) consecutive calendar days after a contract has been presented to the awarded contractor for signature, the proposal guarantee shall be forfeited to the State. The proposal guarantee from the awarded contractor will be returned only after the Department has received the performance bond required under this RFP.

The "proposal guarantee" is a firm commitment accompanying the proposal as assurance that the prospective contractor shall, if selected for award, execute such contractual documents as may be required within the time specified.

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

### **C.14 Performance Bond:**

A performance bond in the amount of **\$3,000,000.00** shall be furnished to the Department by the awarded contractor. See Attachment D, Section D.18, Special Provision(s), subsection C., Performance Bond, for details.

### **C.15 Prohibition of Gratuities:**

By submission of a response, a prospective contractor certifies that no elected official or employee of the State of Florida has or shall benefit financially or materially from such response or subsequent contract in violation of the provisions of Chapter 112, Fla. Stat. Any contract issued as a result of this 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) contractor 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 contractor'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. Prospective contractors should closely review the requirements contained in the sample contract. Modifications proposed by prospective contractors, or by the awarded contractor, **will not** be considered. This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful (i.e., awarded) contractor's response shall be incorporated by reference in the final contract document.

### **C.18 Term of Contract and Optional Renewal Term:**

The anticipated initial term of the contract will be four (4) years, with an optional renewal term not to exceed four (4) years. In accordance with section 287.057 (13), Fla. Stat., the contract may be renewed, at the option of the Department, for a period of up to three (3) years or the term of the original contract, whichever is longer.

Renewal must be implemented prior to expiration of the original contract term, must be in writing and based on the original terms and conditions of the contract, including any lawfully issued amendment(s). The Department reserves the right to structure the renewal term as a single four (4) year period, or multi-year periods in any combination (e.g., four (4) one-year periods; two (2) two-year periods, etc.).

### **C.19 State Project Plan:**

Within thirty (30) calendar days following award of the resulting contract, the awarded contractor shall submit a plan addressing each of the four (4) objectives listed below, to the extent applicable to the services covered by this RFP, to the Contract Manager. **The State reserves the right to negotiate mutually acceptable changes in regarding the below objectives with the awarded contractor, prior to execution of the resulting contract, or after execution if the contract is executed prior to receipt of the contractor's plan.**

#### **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 awarded contractor shall submit as part of this plan, its approach to supporting the State's vendor diversity program, and the intent of section 287.09451, Fla. Stat.



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

## 2. **Certification of Drug-Free Workplace Program**

The State supports and encourages initiatives to keep the workplaces 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 contractor/vendor that certifies it has implemented a drug-free workplace program. In order to apply Section 287.087, Fla. Stat., in the event of a tie proposal, prospective contractors **shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as Attachment J.** Attachment J, Certification of Drug-Free Workplace Program, shall be labeled and tabbed separately and **should be included with the original response only.** Following award, the awarded contractor's Attachment J document shall be maintained as part of the Department's contract file.

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

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

**C.20 Proposal Clarification:**

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

**C.21 Joint Ventures and/or Legal Partnerships:**

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

**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 solicitation attachment, the following words or terms shall have the indicated meaning:

- A. **Agency Sites/Troop Locations** - All sites/troop locations utilizing equipment acquired through the contract resulting from this RFP.
- B. **“As a Service”** – The provision of hardware, software, storage, maintenance and support on a monthly subscription or lease basis. The Department will pay a monthly fee for use of the hardware, software, storage, maintenance and support.
- C. **Awarded Contractor (also referred to as “Successful Contractor” or “Contractor”)** - The party selected for award under this RFP, with whom the Department intends to enter into a formal contract document.
- D. **“Be Available”** - A phrase referring to the presence and availability of the awarded Contractor’s staff. To “be available” means to be physically present in the state of Florida to assist with implementation and other contract work, or to be physically within the state in less than 24 hours from the time of notification. The response time will be dependent upon the individual’s job tasks and duties under the contract, with more significant personnel required to be available within a shorter time frame.
- E. **Business Day** - Any day on which State of Florida governmental agencies conduct normal business, typically Monday through Friday, excluding State-observed Holidays.
- F. **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.)
- G. **Complete Installation** – An installation for which all equipment and software has been successfully installed, operational status has been assured, and that has received Department acceptance.
- H. **Complete System** - A system consisting of the combination of all necessary equipment and accessories (e.g., cables, connectors, etc.), software, drivers, and services needed to provide a successful (i.e., working and complete) Mobile Video Recording solution.
- I. **Component** - Individual parts that comprise a system, such as camera, cable, viewing module, etc.
- J. **Configuration** - The way a system is set up, connected, or arranged.
- K. **Contract** – A formal purchasing document that contains or incorporates the terms and conditions that apply to the purchase to be made pursuant to this RFP, executed between the Department and awarded Contractor. If a formal contract document is required to be executed, it will be incorporated in, and included as an attachment to a purchase order, or the Department may issue only a purchase order as its formal purchasing document. The terms “contract” and “purchase order” are intended to be used interchangeably herein, unless otherwise noted.

- L. **Contract Term** – The longest period of time the contract could remain in effect, including the optional renewal term and any required extension(s) authorized under the provisions of Section 287.057(12) and (13), Florida Statutes. Whether the contract remains in effect during this entire time frame is dependent upon satisfactory performance by the Contractor, continued appropriation by the Legislature, and other factors stated in the RFP and resulting contract.
- M. **Contractor** - The party selected for award under this RFP, with whom the Department intends to enter into a formal contract document. Also referred to as “Vendor”.
- N. **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.
- O. **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 documents and electronic data shared or exchanged by the Department or Contractor.
- P. **Days** – Calendar days, unless otherwise stated.
- Q. **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.
- R. **Equipment** - Physical equipment and all associated parts required for the equipment to operate as designed.
- S. **Florida Highway Patrol (FHP or Patrol)** – A Division within the Department of Highway Safety and Motor Vehicles.
- T. **Hot Spares** – Additional pieces of equipment that have been configured to be production-ready that can be used to replace equipment of the same type utilized in production operation by unplugging one piece and plugging in the replacement piece.
- U. **Implementation** - The initial installation and configuration of equipment and software by the Contractor.
- V. **Mobile Video Recording (MVR) Solution** – The service delivery item to be provided to the Department as a result of this RFP, which shall include, but is not limited to, all video equipment (e.g., cameras, video processing units, etc.), on board storage, long term on-premises and off-premises storage, front-end and back-end software, maintenance, and all associated components required to operate the system as intended and in accordance with the requirements described in the RFP. The solution shall be configured for installation in any FHP fleet vehicle, including, but not limited to, sport utility vehicles and motorcycles.

- W. **Pilot Testing and Compliance Review or “Pilot”**- A review and testing of all proposed features and functions conducted by the Department for a continuous period within a “live” environment to verify whether the features and functions proposed by the Contractor have been delivered and operate as set forth in the RFP.
- X. **Pilot Site** – Any site at which a Pilot Testing and Compliance Review is conducted.
- Y. **Pilot System** – A complete MVR solution installed in FHP vehicles and for which a Pilot Testing and Compliance Review is conducted.
- Z. **Prospective Contractors** – Entities submitting a formal proposal to this RFP; also referred to as “Respondents”, “Proposers” or “Vendors.”
- AA. **Purchase Order** - The purchasing document containing terms and conditions governing the purchase to be made by the Department, issued via Florida’s eProcurement system. See, PUR Form 1000, paragraph 2 (Attachment A). (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- BB. **Respondents** – Entities submitting a formal proposal to this RFP; also referred to as “Prospective Contractors” or “Vendors.”
- CC. **Roll-Out Period** – The planned timeframe to push-out coordinated installation where all equipment is delivered to the appropriate end user site and all equipment and software is installed, peripheral devices connected, and testing of the final installed system is successfully conducted and operational status of all devices assured prior to acceptance of the equipment/system by the Department for each respective site/troop location.
- DD. **Service Manager System** – The Department’s electronic system for tracking technology requests for services (e.g., installations, maintenance, repairs, etc.) required to be delivered by the awarded Contractor pursuant to the RFP and resulting contract documents.
- EE. **Solution** - A method, process, or any combination that proposes to resolve a problem that will assure a satisfactory result.
- FF. **Technical Assistance Center (TAC)** – The Department’s Information Services Help Desk unit, which takes all initial reports of issues and service requests, generates service tickets, and distributes service tickets to the relevant support area(s).
- GG. **Technical Leads** – The primary Contractor personnel that coordinate implementation of roll-out at each Agency Site/Troop Location.
- HH. **Vehicle** – Any of the motorized conveyances comprising the Department’s fleet, including cars, sport utility vehicles (SUVs), and motorcycles.

## D.2 BACKGROUND

The Florida Highway Patrol (FHP) promotes a statewide safe driving environment through proactive enforcement operations, investigation of highway traffic crashes, interdiction of dangerous contraband, and arrest of fugitives and other individuals

committing crimes within the state. A key component of this work includes enforcing Driving Under the Influence (DUI) laws and assisting the State Attorneys' Offices in successful prosecution of FHP's enforcement efforts.

In the ever-changing environment in which law enforcement operates, the necessity for open and transparent interactions with Florida's residents and visitors is growing more and more apparent each day. The benefits of the use of cameras by police officers has been well documented over the past several years.

Besides aiding in the successful prosecution of crimes, due to the additional evidence that cameras can provide, they have also proven to be an invaluable resource in investigating complaints regarding officer interactions and, more importantly, have been shown to serve as a civilizing factor for both officer and citizen during law enforcement encounters. This greatly aids in mitigating the potential for negative or even violent interactions that can place FHP Troopers and civilians at risk of injury and expose the state to potential liability. Reducing these unwanted outcomes also improves FHP's community relations.

In addition to increasing the transparency of law enforcement operations and reducing the potential for violent encounters, in-car cameras have the potential to also improve the rate of prosecution for FHP enforcement efforts. When FHP first instituted its current iteration of in-car cameras, cloud storage capabilities were not readily available or a viable option in the vehicle configuration at the time. The proliferation of Long Term Evolution (LTE) technology, in addition to FHP's current mobile computing platform, has opened-up the possibility for cloud storage of videos.

Currently, FHP Troopers who have cameras installed in their assigned vehicles must drive to a fixed server location to offload video. This offloading process takes, on average, approximately one (1) hour per offload, with offloads occurring one (1) to two (2) times per week under routine circumstances. Thus, offload time can and does impact response time and availability of Troopers.

Cloud storage capabilities introduce the possibility for Troopers to avoid having to travel to a fixed location to offload their videos, which will result in increased Trooper presence and availability. A standardized, modernized, and readily accessible mobile video recording solution will facilitate proactive patrol, and permit Troopers to focus on their primary mission of ensuring a safe driving environment for Florida residents and visitors.

### **D.3 CURRENT PROCESS**

Currently, there are approximately 1,150 patrol vehicles in FHP's fleet that are equipped with digital in-car camera systems. These systems incorporate event triggers that save a record beginning thirty (30) seconds before the trigger and continues until the Trooper stops the recording. Troopers then classify the video and must travel to a physical location to connect to a dedicated wireless access point to off-load recorded video.

The current in-car environment for all patrol vehicles includes a removable ruggedized laptop acting as a mobile computer terminal router and wireless access point, which leverages 4g LTE technology and provides data resources to Troopers that include Computer-Aided Dispatch, crash, citation and arrest transmissions, and email and internet resources.

### **D.4 PURPOSE**

The Department of Highway Safety and Motor Vehicles (Department) is seeking to place mobile video recording devices in its fleet of 2,142 police patrol vehicles. The

Department intends to implement an innovative, dependable, and cost effective solution that offers ongoing technological advancement; enhances officer safety and efficiency in an ever-changing patrol environment; provides accountability to the public; and meets or exceeds the requirements of this RFP.

The Department is issuing this Request for Proposal (RFP) to establish a contract with a contractor for the supply and maintenance of a mobile video solution, which includes, but is not limited to, all required equipment and related parts and accessories for FHP's fleet of police patrol vehicles (including motorcycles).

Although cost is a significant factor in this RFP, as a national leader in enhancing public safety through implementation of advanced technology for use by our law enforcement officers, the Department has a special interest in incorporating even-more advanced, innovative, dependable, and cost effective solutions into its patrol environment. The successful mobile video solution shall, therefore, offer the most up-to-date mobile video recording and storage features and technology available in the market, at cost conscious pricing.

This RFP is issued in order to assist the Department in modernizing, enhancing, and re-engineering the FHP's mobile video recording systems.

#### **D.5 MANDATORY SERVICE DELIVERY REQUIREMENTS**

By executing a contract resulting from this RFP, the awarded contractor agrees to be held and shall be responsible for providing and ensuring successful installation, implementation, operation, updating/upgrading and maintenance of all equipment and software associated with, and contemplated by, this RFP during the term of the resulting contract, including any optional renewal or extension term.

The Department is seeking to contract with one (1) contractor who can provide a complete Mobile Video Recording solution (hereinafter referred to as "MVR solution") for FHP's fleet of vehicles, which includes 2,092 cars and SUVs and 50 motorcycles. The solution must include in-car video hardware, front-end and back-end software, and storage and infrastructure as described in this RFP, which shall be addressed and identified in the proposal submission. All services and hardware acquired through this RFP shall be procured "as a service" for which the Department will pay a monthly subscription fee for the term of the resulting contract and any subsequent optional renewal terms.

#### **D.6 SERVICES PROVIDED BY THE CONTRACTOR**

The awarded Contractor shall provide a MVR solution that shall consist of, but not be limited to, all equipment, consumables, storage, software, system support, and training required to ensure service delivery as contemplated in this RFP. The MVR solution shall include installation, maintenance, and repair of MVR equipment in locations throughout Florida. The MVR solution must meet, at a minimum, the following requirements:

##### **A. Current Environment Compatibility**

FHP currently uses the Utility Rocket Router in all police patrol vehicles, and the Utility Rocket IoT (RIOT) router on patrol motorcycles for network connectivity. The platform provides a secure, AES encrypted network using NetMotion mobility VPN software and servers. The proposed MVR solution must be compatible with the current connected environment in all FHP vehicles.



## **B. Camera(s) and Equipment**

- 1) The MVR solution equipment for patrol cars and SUVs shall include cameras that can be configured to provide 360 degrees of video coverage around the vehicle's perimeter. The MVR solution will also include a camera that provides a view of the vehicle's interior, primarily the prisoner/passenger transport areas.
- 2) The requirement for 360-degree coverage can be accomplished using multiple cameras or a single 360-degree camera, if, regardless of the number of cameras, resolution is such that it produces the clearest possible depiction of recorded activities.
- 3) Interior camera(s) recording the prisoner/passenger transport areas shall be equipped with active infrared (IR) or low light capability sufficient to render actions of the person(s) in these areas clearly visible utilizing only the typical nighttime illumination provided by dash lights (gauges), a computer screen, radio lights, etc., without the use of any additional illumination.
- 4) Exterior cameras shall be able to be set to default to "normal" or unenhanced video. Any enhanced capabilities (passive IR, low light, thermal, etc.) shall be manually enabled.
- 5) The 360-degree camera configuration and interior camera(s) for view of the prisoner/passenger transport areas are not required for motorcycles; however, the solution set-up for motorcycles shall provide, at a minimum, a 120-degree view of the front and rear of the motorcycle and any mounts must allow for position adjustments by the user.
- 6) Any wired solution must utilize Ethernet cables and standard wiring configurations instead of proprietary connectors.
- 7) The MVR solution shall include a mechanism for local on-board storage, as well as remote 4g LTE, over-the-air, off-loading and video transmission.
- 8) The MVR solution shall include a wireless microphone capable of manually triggering video recording remotely. The wireless microphone shall have a range of a minimum of 2,000 feet from the vehicle-mounted solution, or as an alternative, the capability of independently recording audio and syncing with related video.
- 9) The wireless microphone shall have a battery life of, at a minimum, eight (8) hours of actual talk time, and shall include an in-car/motorcycle charger capable of fully charging the battery within eight (8) hours. The MVR solution shall provide a minimum of two (2) batteries per installed solution system, and shall provide a warning beginning no less than thirty (30) minutes before current battery is depleted. Batteries should meet industry standard timeframes for expected service life.

## **C. Video Trigger Operations**

The MVR solution shall meet the following video trigger requirements:

- 1) Provide a mechanism to automatically trigger video capture when specified events occur. Such events will include, but not be limited to, the activation of warning lights, sirens, and activation from a wireless microphone on the Trooper's person.

- 2) Must be capable of integrating with other equipment that will allow for triggering video capture ((e.g., weapon holsters, vehicle mounted weapons (shotgun and rifle) locks, etc.)). Individual triggers must be configurable by the Department to activate combinations of or individual camera(s), or to show activation of the trigger in the recording when any of the following occurs: activation of brakes, muting of the microphone, activation of lights, gun lock release, etc.

#### **D. Viewing Video**

The MVR solution shall meet the following video viewing requirements for all vehicles:

- 1) Allow Troopers to view video from the vehicle immediately after recording and in real-time;
- 2) Provide the ability to view video while still recording;
- 3) Provide the ability for Troopers to add markers, footnotes, case numbers, and classification types, prior to off-loading video;
- 4) Provide the ability to view live video (live streaming) from remote locations, and permissions for restricted live viewing to Department-specified users under Department-specified circumstances;
- 5) Provide a mechanism so that the Trooper is aware that his/her video is being viewed live any time the live-streaming feature is engaged; and
- 6) Provide the ability to view off-loaded video from remote locations.

#### **E. Video Storage**

The MVR solution shall meet the following video storage requirements:

- 1) Allow for storage of video and other digital evidence to include, but not be limited to, digital photographs;
- 2) Provide video storage “as a service,” so that the Contractor will be responsible for providing, maintaining, servicing, and updating the storage infrastructure, whether physical or virtual;
- 3) Provide cloud storage, which is the preferred method for short-term (1 year or less) storage; or, as an alternate, provide a longer-term storage method if this method allows for easy accessibility of the media and is more cost-effective;
- 4) Allow for adequate storage capacity to appropriately accommodate storage of videos from a minimum of 2,142 users regardless of the method of storage provided (long-term or short-term);
- 5) Include unlimited storage, upload and retrieval. The current retention schedule requires the Department to retain video for ninety (90) days for “routine” or unclassified videos, and 365 days for criminal cases and other significant events. However, the proposed MVR solution must be scalable to allow for potential future changes in retention policy; and

- 6) Provide storage, and accompanying software, that allows for user-friendly, simple searches by name, radio ID number, vehicle number, date, time, county, etc., or combinations thereof, for videos across all users, and can store and purge videos at preset intervals based upon Department-defined classifications.

#### **F. Video Off-Loading**

The MVR solution shall include the capability of remote off-loading via 4g LTE network connectivity, so that video can be transmitted to storage servers without the need for Troopers to travel to specific physical locations, (e.g., patrol stations, Department Headquarters, etc.) to establish wireless or physical connections to access points. Such off-loading shall occur in a manner that does not disrupt other data communications.

#### **G. Video Sharing**

The MVR solution must provide a means to securely and easily share videos and other digital evidence with internal and external stakeholders including, but not limited to, the media; members of the public; courts; and officers of the courts, without the necessity to download a given video, and without the use of physical hardware (e.g., removable drive, disk, etc.).

The following shall apply to video sharing:

- a) Distribution permissions shall be configurable by the Department.
- b) Distribution shall be available via shared link so that intended recipients may view and download video.
- c) Members specified by the Department shall have the ability to restrict access to shared videos so that only specified users may view and download videos.
- d) Members specified by the Department shall have the ability to restrict the length of time a shared video is available for viewing or download.

#### **H. Video Redaction**

The MVR solution shall provide software tools to permit for video redaction, including audio. Only a copy of an original video may be redacted. The recipient of a redacted video copy must not reasonably be able to recover or “un-redact” the redacted content. The MVR solution shall restrict or prohibit redaction of original videos.

#### **I. Software Requirements**

- 1) The MVR solution shall include front-end and back-end software compatible with Microsoft 32 and 64-bit Windows 7 Enterprise and Windows 10 Enterprise. The Contractor shall ensure all software remains up-to-date and compatible with future Windows OS builds and security requirements.
- 2) By January 1, 2020, the solution must include iOS, Android and Chrome compatibility to allow for viewing from iOS or other mobile devices. If the proposed solution does not include Android OS, Chrome, and iOS compatibility at the time of contract execution, the Contractor shall provide a timeline, within ninety (90) days of contract execution, indicating when such compatibility will be available. In no event, may this be after the date indicated above.
- 3) The MVR solution shall allow for integration with Active Directory for user assignments to Department configurable permissions groups. The permissions groups shall, at a minimum, have the ability to: view own video on server; view

other users' video on server; view specified classifications of video; copy/export video; redact video; import video to storage; and reclassify existing video on server.

4) Other software requirements:

- a) All software must be commercially available and must be the latest Production Version at the time of execution of a contract resulting from this RFP.
- b) All software provided by the Contractor must support all levels and versions of the equipment supplied by the Contractor.
- c) All software must be the most current (latest production) version containing the latest security patches at the time of install, unless otherwise agreed to by the Department in writing.
- d) Software updates must be provided to the Department whenever they become available, and must meet the following:
  - i) Software documentation shall be provided upon delivery of updated software releases.
  - ii) Updated software will be compatible with all application software and equipment installed at any time during the contract term.
  - iii) The Contractor shall provide a system for acceptance and non-acceptance of any software updates by the Department.
- e) Periodically (at least once per year), technical bulletins and updated user guides shall be provided.
- f) The Contractor shall correct and/or remedy any programming error that is attributed to the Contractor, in a time frame agreed to by the Department.
- g) In meeting these requirements, there can be no necessity for additional software that is not supplied and updated by the Contractor.

**J. Software and Hardware Support**

The Contractor shall provide "24/7/365" support<sup>1</sup> for the complete MVR solution that includes immediate (within 1 hour) response to issues involving hardware or software failures that create work stoppages. The one-hour response may be by live phone or live email support based on the problem described by the Trooper. Any response shall begin with live phone or email support as deemed necessary based on the problem described and the impact to the Trooper.

The Contractor shall provide a Support Schedule establishing support "tiers" that describe the response parameters within which support will be provided. The tiers shall be based upon complexity of the issue to be resolved and skill level required for resolution. The Support Schedule shall be submitted to the Department for review and approval within ten (10) days of contract execution. The Department will review the Support Schedule and either approve or reject the schedule by written notice to the Contractor within five (5) business days of receipt. If rejected, the reasons for

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<sup>1</sup> Support shall be provided twenty-four hours per day, seven days per week, and three hundred and sixty-five days per year.

rejection shall be noted. Contractor shall have five (5) business days to submit a revised Support Schedule addressing all issues noted by the Department. Should the revised Support Schedule fail to address issues to the Department's satisfaction, the same review/approval process shall continue until a satisfactory Support Schedule is submitted. A total period of thirty (30) days after contract execution shall be permitted for submission of an acceptable Support Schedule. Liquidated damages shall be imposed for every day past the thirtieth (30th) day for which a satisfactory schedule is not submitted, as indicated in Section D.12, Performance Standards and Liquidated Damages.

#### **K. Hardware Maintenance**

Hardware warranty and maintenance shall include a two (2) business day delivery of covered replacement parts/components and hot spares (at least 2 hot spares per Troop), after notification of a maintenance request from the Department. The two (2) business day time requirement will begin on the next business day if a TAC ticket is submitted to the Contractor after 2:00 pm (Contractor local time). The Contractor shall maintain a sufficient supply to ensure availability of all replacement components and parts during the entire contract term.

#### **L. Integration**

- 1) The MVR solution shall have the ability to integrate with the Department's Computer-Aided Dispatch and Report Management System software by means of an Application Program Interface (API) provided by the Contractor. Such integration will allow for automatic classification of videos, and will cross reference to case and citation data.
- 2) The MVR solution shall be scalable and must be capable through Software Development Kits (SDKs) and/or APIs of integrating with other current and future hardware and software, which may include, but not be limited to, speed measurement devices, automatic license plate reader technologies, vehicle mounted or mobile radios (recording activation linked to radio emergency mode activation), and ambush or threat recognition systems. Integration and interface with hardware and/or software products of third parties must be freely enabled and provided free-of-charge by Contractor to those parties. There shall be no costs to the Department related to integration/interface of other hardware and software products with the MVR solution.

#### **M. Data Migration**

The MVR solution must provide a means of importing, accessing and viewing existing video from the FHP's current system into the contractor-proposed storage and software environment.

#### **N. Implementation Plans**

All prospective contractors shall develop and submit with their proposal an overall project Preliminary Implementation Plan in Gantt chart format outlining the steps necessary to meet the requirements of the RFP, as described in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components, Section E.2, subsection B., Technical Response, item 17., Preliminary Implementation Plan. The Department will meet with the awarded Contractor after notification of award to discuss the Contractor's proposed Preliminary Implementation Plan and anticipated time-frames, and to determine information and other resources needed to complete a Final Implementation Plan ((see (1), below)). The Contractor shall

participate in both face-to-face meetings and conference calls with the Department and relevant parties following notice of award for purposes of coordinating implementation activities.

- 1) The awarded Contractor shall submit a Final Implementation Plan for Department approval within fifteen (15) days after contract execution.

The Final Implementation Plan shall be based on the Preliminary Implementation Plan submitted with the prospective contractor's proposal to the RFP, and shall detail the specific timeframes, activities/tasks, responsibilities, and key milestones to ensure a successful implementation, as well as the Contractor's proposed Installation Schedule. The Final Implementation Plan shall describe any upgrades or additions and 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 Preliminary Implementation Plan discussion with the Department.

At a minimum, the Final Implementation Plan shall include:

- a) An itemization of activities, including but not limited to, installation deployment and logistics. These activities shall have established deadlines and timeframes;
  - b) Job descriptions and number of personnel to be assigned to equipment installation, testing, and implementation of the project;
  - c) Identification of critical activities in the implementation plan;
  - d) Identification of Contractor expectations regarding participation by the Department and/or its agent(s) in the activities in the Final Implementation Plan and dependencies between these activities and implementation activities; and
  - e) The Contractor's proposed Installation Schedule, which shall address installation at all Agency Sites/Troop Locations for all FHP vehicles, including motorcycles, and which shall include and account-for a pilot period as described in subsection O., Pilot Testing and Compliance Review.
- 2) The Contractor shall meet with the Department within five (5) days of submission of the Final Implementation Plan to discuss the proposed Installation Schedule. At the sole discretion of the Department, the Final Installation Schedule may include any day of the week, excluding Sundays, and may include hours between 8 AM and 10 PM.

The Department will review the proposed Installation Schedule and either approve it as the Final Installation Schedule or notify the Contractor of any required changes in writing within five (5) days. If revisions are required, the Contractor shall have three (3) days to submit a revised proposed Installation Schedule containing all required revisions. The revised proposed Installation Schedule will be reviewed by the Department within two (2) days. If approved, the revised proposed Installation Schedule shall become the Final Installation Schedule.

A total period of fifteen (15) days from submission of the Final Implementation Plan shall be permitted for approval of the Final Installation Schedule. Liquidated damages shall be imposed for every day past the fifteenth (15th) day for which a

satisfactory installation schedule is not submitted, as indicated in Section D.12, Performance Standards and Liquidated Damages.

The Department shall review the Final Implementation Plan and either approve or reject the plan within ten (10) days of meeting. Rejection shall be in writing to the Contractor with the reasons for rejection and any required revisions clearly stated. If revisions are required, the Contractor shall have five (5) days to submit a revised Final Implementation Plan addressing all required revisions, for approval by the Department in writing.

A total period of fifteen (15) days from submission of the Final Implementation Plan shall be permitted for approval of the Final Implementation Plan by the Department in writing. Liquidated damages shall be imposed for every day past the fifteenth (15th) day for which a satisfactory plan is not submitted, as indicated in Section D.12., Performance Standards and Liquidated Damages.

- 3) The Contractor shall implement the Final Implementation Plan within thirty (30) days of obtaining Department approval of the plan in writing.

Implementation deadlines and time frames 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.

Any deviation by the Contractor from the Department-approved Final Implementation Plan will be regarded by the Department as a material breach and all remedies provided for in Section D.12, Performance Standards and Liquidated Damages, shall become available to the Department.

#### **O. Pilot Testing and Compliance Review**

Within thirty (30) days of contract execution, the Contractor shall furnish and deliver two (2) complete MVR systems (i.e., all equipment, consumables, accessories, software, and user manuals) for pilot testing that will take place at either one (1) or two (2) pilot sites designated by the Department. (See, Section D.7, Department Responsibilities, subsection (4), item (b), below). (Only a total of two (2) complete systems will be tested, whether one (1) or two (2) sites are utilized.) The Department will simultaneously test the MVR systems within five (5) days after Final Implementation Plan approval and prior to the implementation of the roll-out period. To successfully pass pilot testing, both systems must operate as intended by this RFP, as determined by the Department, for a minimum of five (5) continuous business days.

Pilot testers shall also be provided with a trouble-shooting guide containing sufficient detail and information to permit for typical field adjustments similar to what would be experienced by any Trooper utilizing the system in real-world deployment. (NOTE: This guide shall be similar to the Operating and Troubleshooting Guide to be provided as indicated in subsection Q., Training, item (9), below). Pilot testers shall document system performance for each day of the pilot period. If either system fails pilot testing (i.e., fails to operate as designed and as contemplated by this RFP and the respondent's response, including after minor issues are addressed in accordance with the trouble-shooting guide), the Contractor will be notified on the sixth (6<sup>th</sup>) business day, in writing, with details of all operational/performance failures noted.

Within five (5) business days after failure notification, the Contractor will be provided one (1) additional opportunity to pass pilot testing. Depending upon whether one (1) or both Contractor's complete MVR systems failed pilot testing, the Contractor may

submit either the original complete MVR system(s) (repaired/adjusted) or may submit new complete MVR system(s). Testing shall be conducted and documented in the same manner for either original systems or new systems, for the same five-day period. At the end of this period, if two (2) complete MVR systems have not successfully passed testing, the Contractor shall fail the pilot testing. The Contractor will have a total period of sixteen (16) business (days) to pass the Pilot Testing and Compliance Review from the start of the first attempt as described above,

If the Contractor fails the Pilot Testing and Compliance Review, the Department shall have the option to do any of the following: extend the pilot period in writing, if to do so is in the Department's best interests, as determined solely by the Department; terminate the contract with the Contractor and proceed to the next highest ranking responsive and responsible respondent; or terminate the contract at will, and re-procure services through issuance of a new competitive solicitation. In addition, if the contract is terminated, the Department may estreat the performance bond as provided in Section D.18, Special Provision(s), subsection C., Performance Bond.

#### **P. Installation Requirements**

The Contractor shall be responsible for the initial (start-up) installation of all MVR solution systems into all FHP fleet vehicles. Installation must be completed for the Department's entire fleet (currently 2,092 patrol vehicles and 50 motorcycles), within six (6) months of contract execution. Installations will occur at multiple sites around the state of Florida, corresponding to geographical boundaries identified Exhibit 1, FHP Troop Locations, and shall be based upon the Department-approved Final Installation Schedule.

The Contractor shall deliver and install all equipment, accessories and software (i.e., complete systems) in all locations throughout the state in accordance with the Department-approved Final Installation Schedule. The roll-out period (i.e., time frame during which installation is occurring) will begin within thirty (30) days of passing the Pilot Testing and Compliance Review and must be completed within the six (6) month period noted above. The Final Installation Schedule may only be changed by the Department in writing. If the schedule is required to be changed, the Department will use best efforts to provide as much advanced notice of change to the Contractor as possible.

At the Department's sole discretion, some installations may be delayed to coincide with FHP fleet vehicle replacement cycles. The Department will notify the Contractor, in writing, of any delayed installation(s) within fourteen (14) days, prior to the scheduled installation. Should any delays ordered by the Department cause installations to be completed after the total six-month installation period, the Contractor will be excused from the requirement to meet the six-month installation time frame for the delayed installations only.

The Contractor shall provide all labor, equipment, peripherals, and materials (including manuals and software) required for the successful installation of the MVR solution equipment. Installation shall include removal of existing systems in FHP patrol vehicles. The Contractor shall be responsible for the disposition of all existing systems after removal, including sanitization of video processing units (VPUs), and shall certify to the Department that the systems have been disposed of and that all VPUs have been sanitized as part of the disposition process. This certification shall include the number of items disposed of, a description of these items noting serial number, model number, and other identifying information, the sanitization process utilized, and the number of items sanitized. The Contractor may not utilize any



components from systems being removed in installing the new MVR solution systems, other than hangers or brackets.

All equipment (e.g., cables, connectors and other non-configurable pieces, etc.) must be brought to each site at the time of initial installation. All equipment and software shall be installed, peripheral equipment connected, and testing of the final installed MVR solution equipment (power-on, functionality, etc.) shall be successfully conducted by the Contractor and the operational status of all equipment shall be assured prior to acceptance by the Department of the installation for each equipment/system installation performed.

Installation shall be considered accepted when the complete system (i.e., all equipment, accessories, software, etc.) has been successfully installed, operational status has been assured, and the installation has received Department acceptance, in writing, from the Trooper and the on-site Department project representative.

Installations occurring under the contract after the completion of all initial (start-up) installations will be performed by Department personnel. Contractor's responsibility in regard to these installations will be to ensure that complete systems are timely delivered with all accessories to the designated delivery location. Training on the installations shall also be provided on-site for installations related to upgrades of software and/or equipment.

**Q. Training:**

Training Services to be provided by the Contractor shall include the following:

- 1) Training on the operation of the MVR solution equipment shall be provided to Department personnel on-site at each location during installation of the equipment. The training will prepare Department personnel to train other agency personnel on the proper use and functions of all aspects of the MVR solution.
- 2) The Department and the Contractor will establish a training schedule that will coincide with the Department-approved Final Installation Schedule.
  - a) Prior to commencement of installation and implementation of the new solution, the Contractor shall provide training to the Department's information technology personnel at a single site location determined by the Department. This training will cover comprehensive system functionality and use, support, maintenance and troubleshooting.
  - b) Prior to commencement of installations, the Contractor shall provide training materials to the Department, at a single site location determined by the Department, including videos and/or slide presentations appropriate to the level of knowledge and functionality typically held by individuals in the following groups: clerical personnel; users; and supervisors. The training materials will inform personnel of the functions and features available to them, the capabilities of the solution, how to use the solution, troubleshooting and problem identification, and issue repair and resolution.
  - c) Within three (3) months after commencement of installations, the Contractor will provide in-person train-the-trainer sessions for Department personnel to train other users on how to use the various functions of the solution based upon their roles. This train-the-trainer event shall take place at the Department's FHP Academy location (75 College Drive, Havana, FL 32333).

- 3) Training must include all information necessary for Department personnel to successfully operate the solution and all equipment.
- 4) Training shall also be provided to FHP personnel at the Department's Central Installation Facility in Middelburg, Florida, specific to installation, including upfitting and equipment transfers to future vehicles and proper transfer of MVR equipment from one vehicle to another.
- 5) Training will be delivered by qualified Contractor personnel who have direct knowledge and experience with the operation, installation and maintenance of the equipment.
- 6) The Contractor will provide additional training whenever there is any change in equipment and/or operations (e.g., modifications, upgrades, etc.) at no additional cost to the Department. Training shall be coordinated through the Department's Contract Manager.
- 7) The Department reserves the right to make audio and video recordings of all training sessions.
- 8) Training on first-level troubleshooting and diagnostics will be provided to the Department's Technical Assistance Center (TAC) at Department Headquarters in Tallahassee prior to pilot testing of the Contractor's MVR solution. Training will include on-site instruction and job aides or technical manuals.
- 9) As part of the training requirement, the Contractor shall develop a complete Operation and Troubleshooting Guide (guide) that will be provided to the Department prior to start of the roll-out period. The guide shall be submitted early enough to permit the Department ten (10) business days after receipt in which to approve or reject the guide. If the guide is rejected, the Contractor shall resubmit a revised/corrected guide within three (3) business days. This guide will be provided to the Department's Contract Manager in an approved electronic format and updated if operational or troubleshooting changes occur. Updates shall be provided to the Department within thirty (30) days of inclusion of the update to the guide. The guide must be written in terms understandable by general (non-technical) staff.

#### **R. Security and Fraud Prevention**

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

to include, at a minimum, the following: date/time, user ID, searches/actions performed, videos viewed, and videos downloaded/exported. These logs/reports shall be configurable to show any interactions for a specific video or file within a date/time period given or all interactions for a specified user within a specified date/time period.

## **S. Designated Personnel and Staffing Requirements**

The Contractor shall maintain staffing levels sufficient to fully complete the services and meet the requirements specified in this RFP and resulting Contract. The Contractor shall always be prepared, therefore, to recruit qualified staff, as required, to implement all aspects of required service delivery within the stated timeframes. Contractor personnel may be required to pass background and driving record checks and to participate in security awareness training in order to work on sensitive and/or restricted FHP equipment or in restricted areas, as determined by the Department.

To ensure that the resulting contract is successful, the Contractor shall maintain to the greatest extent possible, continuity in the personnel assigned to the resulting contract, particularly regarding Primary Personnel.

### **1) Primary Personnel:**

The following Primary Personnel levels/positions shall be provided by the Contractor during the contract term, unless otherwise indicated:

- a) **Service Coordinator:** This individual will be responsible for coordination of all service requests between Department staff and the Contractor. The Service Coordinator must keep Department personnel adequately informed on the status of all service requests outstanding, including estimated time to repair, estimated arrival of parts, and any other information the Department may request about requests for maintenance. The Service Coordinator will participate in telephone conferences with Department personnel to discuss and reconcile any problems or potential problems on an as-needed basis. The Service Coordinator must be available during business hours by e-mail and phone. This individual must have a working knowledge of the equipment being provided, installed, and serviced through the resulting contract. This working knowledge must be sufficient for the individual to fully understand the repairs being made and to competently communicate between the Contractor's field service personnel and the Department's technical staff, and/or user.
- b) **Project Manager:** The Contractor shall appoint a Project Manager who is a certified Project Management Professional (PMP) and a full-time employee of the Contractor, who shall be assigned to perform services under the contract upon contract execution. The Project Manager shall be available to meet with the Department's Contract Manager and appropriate staff in person, by phone, or by electronic means (e.g., web-ex meetings, internet meetings, etc.), at the request of the Department. The Project Manager will remain assigned to the contract for no less than sixty (60) days following successful implementation of the MVR solution or until approval for release is agreed-to in writing by the Department, whichever occurs later. After this time, PMP certification is no longer required; however, the Contractor shall continue to provide a qualified individual as its Project Manager during the remainder of the contract term.

The Project Manager is responsible for successful implementation and operation and is required to be present at weekly status meetings to be held at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. The Project Manager may be "present" by any of the means indicated above, as per Department request. Following successful installation of all MVR equipment into all FHP vehicles, these meetings may be scaled-back (i.e., occur less frequently) at the Department's discretion. This decision will be reduced to writing and issued by the Department's Contract Manager (email sufficient).

The Project Manager may also be required to be physically on-site more often (including at Agency Sites/Troop locations), if issues/problems need to be addressed. The Project Manager shall be available as deemed necessary by the Department by any of the means indicated above during all business hours and when installations are occurring. If the Project Manager will be unavailable for more than four (4) hours during the business day, a back-up contact person shall be designated by the Contractor. The identity of the back-up contact person shall be determined and provided to the Department's Contract Manager within five (5) business days of contract execution. This person will only be contacted if the Project Manager fails to return a request or respond to an e-mail or other means of contact within four (4) hours.

The Project Manager will be responsible for inventory control, reports and statistics, updates to all required documentation, and field service reporting and repairs. The Project Manager shall have the authority to revise processes and procedures, and assign additional resources, as needed, to maximize the efficiency and effectiveness of services provided under the resulting contract. The Project Manager shall have experience in managing and implementing equipment, services and required software similar to those proposed by the Contractor, and shall be adept in all aspects of the project as described in this RFP for effective oversight of all contracted activities.

The Project Manager shall also be available to meet with the Department's Contract Manager on an as-needed basis (minimum of once every month) to discuss all contract-related activities including the status of the resulting contract, deliverables, Contractor performance, equipment and Contractor-supplied software performance issues, reports, planning, etc.

If the Project Manager resigns or otherwise ceases to work during the contract term, the Contractor shall notify the Department in writing immediately upon being notified or aware of the impending vacancy, but in no event more than two (2) business days of the position becoming vacant. The Contractor will endeavor to fill this position as quickly as possible with another individual having the same or similar qualifications and experience as the resigning Project Manager to ensure continuous and seamless project oversight. In no event, may this position be and remain vacant for more than ten (10) business days. Failure to fill this position timely will subject the Contractor to liquidated damages, unless the failure is through no fault of the Contractor.

- c) **Engineering Team:** These individuals shall have the qualifications and experience necessary to ensure high-level knowledge and understanding of all mechanisms and functions of the system as well as all components, including those related to installation, API, troubleshooting, and repair of equipment and software. These individuals shall be available within ten (10)

business days of contract execution and shall remain assigned and working under the resulting contract until the Department accepts successful installation at all Agency Sites/Troop locations. An Engineering Team approach is required to ensure that at least one (1) member of the Team is available during all office hours, nights, and weekends. The Department shall provide 48 hours advanced written notice if night and/or weekend availability is required. Night and weekend availability can be via phone or electronic means (e.g., web-ex meetings, internet meetings, etc.), if deemed acceptable by the Department.

At least one (1) Engineering Team member is required to be on site for all pilot site installations and for at least two (2) hours during the immediate next business day following the day of installation. Thereafter, the participation of Team members may transition to other means of availability and participation, such as by phone or electronic means (e.g., web-ex meetings, internet meetings, etc.), if deemed appropriate by the Department. The Contractor shall determine the number of Engineering Team members to be provided; however, the number must be sufficient to ensure continuous availability to meet all requirements of the RFP and the resulting contract. Should the number of Team members initially assigned by the Contractor prove to be insufficient to meet the Department's needs, the Department's Contract Manager and the Contractor shall meet to discuss increasing Team membership. All additional members shall be similarly qualified.

- d) **Technical Leads:** These individuals shall be provided during the contract term and shall be responsible for coordination and implementation of installation at each site. Due to the importance of this project, all Technical Leads must be able to communicate clearly and concisely in the English language to ensure that directives/directions are understood. The Contractor shall determine the number of Technical Leads to be provided; however, the number must be sufficient to ensure continuous operation and appropriate functioning of all equipment and software, provided under the resulting contract.

The Contractor's Primary Personnel assigned to the project may not be reassigned by the Contractor to other projects without obtaining the prior written approval of the Department and notifying the Department at least fifteen (15) days in advance of the reassignment.

## 2) **General Staffing Requirements:**

- a) Upon request, the Contractor shall provide the Department with credentials of any new staff hired to replace any of the persons occupying a Primary Personnel position.
- b) The Contractor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in the resulting contract. If the Contractor becomes aware at any time during the resulting contract term, that its' staffing levels, whether regarding Primary Personnel or support or other personnel, are not sufficient to ensure timely, complete, and satisfactory service delivery under the resulting contract, it shall notify the Department's Contract Manager in writing (email sufficient). Regarding assigned Primary Personnel positions, the Contractor shall notify the Department within two (2) business days of any changes in these staffing levels and shall remedy the staffing deficiencies within ten (10) business days. For all other staff, the Contractor shall notify the Department's Contract Manager within fifteen (15)

days of any changes in staffing levels and shall remedy the deficiencies within thirty (30) days.

- c) In the event, the Department determines that the Contractor's staff or staffing levels are not sufficient to fully and timely complete the services specified in the resulting contract, it will advise the Contractor in writing and the Contractor shall address the Department-identified deficiencies in accordance with the time frames noted above. All staffing deficiencies shall be resolved to the satisfaction of the Department.
- d) The Contractor will ensure that backup personnel are kept up-to-date on all facets of the project to ensure that they can effectively fill-in if Primary Personnel are not available. All personnel assigned by the Contractor to perform any services or tasks under the resulting contract will be highly skilled and have previous experience in the area of expertise to which they are assigned and expected to perform work.
- e) If, in the Department's sole opinion, any Contractor personnel assigned to the project does not exhibit the knowledge, skills, abilities and other qualities necessary to ensure timely and successful completion of installations and other work related to the project, the Department's Contract Manager will provide written notice, identifying the personnel to be replaced and a justification for replacement. The Contractor will have ten (10) days from the receipt of such notice to resolve the issue to the Department's satisfaction. This may include reassigning the person or persons to a more suitable task area on the project and replacing the reassigned person with a more qualified, experienced individual, or removing the person from the project entirely and replacing them with a qualified replacement. If the issue is not resolved within ten (10) days, the Contractor shall replace the individual(s) with a more qualified individual(s) within thirty (30) days of receipt of the Department's notice. The Contractor shall reassign any personnel whose continued presence would be detrimental to service delivery as required under the resulting contract.
- f) All computer equipment, office supplies, salaries, travel expenses, insurance, other expenses, benefits, taxes, and other monetary or non-monetary remuneration of Contractor personnel assigned to the resulting contract shall be provided by the Contractor.
- g) Contractor personnel must abide by the state's Code of Ethics and always maintain a professional appearance and demeanor while conducting business with the Department or within any of its Agency Sites or Troop Locations.
- h) All Contractor personnel will be required to complete a confidentiality agreement within fourteen (14) days of being assigned to the resulting contract.
- i) The Contractor shall submit to both a criminal records check and a driver license records check for all Contractor and subcontractor personnel (if applicable) assigned to work under the resulting contract.
- j) Any contractor or subcontractor (if applicable) personnel that will be accessing Department office locations, computer databases, data, information systems, security equipment, or surveillance equipment in order to provide service delivery shall be subject to Department security clearance

or other security requirements contained in Section 282.318, Florida Statutes, and Rule 74-2.002, Florida Administrative Code. Each employee of the contractor and/or all subcontractors must pass a background check that meets requirements specified in the most recent publication of the Criminal Justice Information Systems (CJIS) Security Policy and all applicable Florida Statutes and Florida Administrative Code rules as stated above.

- k) These background checks will be at no cost to the Department. All Contractor and subcontractor personnel (if applicable) assigned to work on the project shall submit fingerprints to the Department for undergoing background investigations through the Florida Department of Law Enforcement and/or Federal Bureau of Investigations prior to any person being permitted to work in any Department or Agency Site/Troop Location or on any Department computer or network.
- l) All Contractor and subcontractor personnel (if applicable) assigned to work under the contract shall receive and pass CJIS Security Awareness Training for the appropriate security level commensurate with their job task, as determined by the Department.
- m) The Contractor shall provide signed FBI CJIS security addendum acknowledgements for all personnel assigned to work on this project.
- n) The Contractor must provide a sworn statement to the Department verifying that each person assigned to the project has satisfactorily passed the background investigation prior to that individual beginning work under the resulting contract.
- o) The Department reserves the right to reject for use on this project at any time, any employee of the Contractor, or any employee of any subcontractor, who has been convicted of or found guilty, regardless of adjudication, of any of the following: a crime involving drugs or a DUI-related offense in the past five (5) years; any felony; the commission of fraud; or a crime directly related to the personal safety of the public committed at any time.

**3) Maintenance Staff/Personnel:**

- a) The Contractor must provide adequate staff to provide maintenance per the requirements and conditions of this RFP and resultant contract as outlined below:
  - i. Within twenty (20) business days of contract execution, the Contractor shall identify all personnel who will provide maintenance on any component of the MVR solution and must provide the following to the Department's Project Manager prior to such personnel starting work under the resulting contract:
  - ii. A contact list identifying all personnel by full name, title, geographic location, and area of responsibility (subject matter expertise), and including their telephone number(s). This list shall be and remain current and updated during the contract term.
  - iii. A means of identifying Contractor personnel. At a minimum, all Contractor personnel will be expected to wear an ID badge or a uniform/shirt with the Contractor's company name or logo readily visible at all times; and

iv. Credentials for Contractor personnel.

NOTE: If subcontracting is permitted, subcontracted personnel will be expected to comply with all the above requirements.

The above identified items will be required to be submitted to the Department's Project Manager for maintenance personnel to have access to any Agency Site or Troop Location included under the resulting contract.

- b) All personnel performing maintenance must be trained to service the equipment covered by the resulting contract. Training must be completed before an individual may be assigned to service the equipment. Training must be provided to whatever level is necessary to ensure the individual has the requisite qualifications to perform maintenance services at a level that will assure full functionality of the MVR system as contemplated by this RFP and resulting contract.
- c) Contractor personnel must have knowledge and experience with all solution-related equipment proposed by the Contractor that is maintained under the resulting contract. This knowledge and experience must be sufficient for the individual to fully understand and repair the equipment and communicate with Department personnel.

## **T. Technology Upgrade**

### **1) Ongoing Upgrades**

Beginning with the second year of the contract and continuing for the duration of the contract term, if Contractor's MVR solution equipment is upgraded at any time, the upgraded version shall immediately be made available to the Department, as part of the "as a service" subscription model and at no additional cost to the Department, for installation into newly acquired or replacement fleet vehicles. Contractor shall notify the Department's Contract Manager, in writing, of the equipment upgrade. If requested by the Department, Contractor shall provide one complete upgraded MVR solution system for testing as indicated in subsection O., Pilot Testing and Compliance Review, prior to shipment of any upgraded systems. The test system shall be installed by Department personnel (unless the Contractor specifies that it will install the system) and tested for no less than three (3) consecutive business days. If deemed acceptable at the expiration of the testing period, the Department's Contract Manager shall notify the Contractor in writing (email sufficient).

The upgraded hardware shall be provided for the Department's fleet on a rolling, per-vehicle basis, as fleet vehicles are traded at a rate of approximately 300 vehicles per year. No later than August 1 of each year of the contract term, the Department will provide a list of vehicles to be traded-in for that fiscal year. Contractor shall deliver the same number of upgraded MVR solution systems as the number of vehicles on the trade-in list. Delivery shall either be to the Department's Central Installation Facility in Middleburg, or to another location as determined by the Department, with written notice to the Contractor of at least ten (10) days prior to required delivery. Installation of all upgraded hardware will be performed by Department personnel or persons designated by the Department (i.e., subcontractors). Training for upgraded hardware installs will be provided to installation personnel by the Contractor at the Department's Central Installation Facility in Middleburg, or at the other selected installation location as



determined by the Department. Training shall be provided at an agreed-upon date/time.

- 2) The Contractor shall provide any new or upgraded equipment under the same terms and conditions and at the subscription rate indicated in the resulting contract, regardless of whether provided during the original term or renewal term, if applicable .
- 3) If Contractor-supplied software needs to be updated to support upgraded equipment, then that software must be able to support both the upgraded equipment and all then-existing equipment supplied under the resulting contract, optional renewal, and extension term(s), as applicable. The Contractor will work with the Department to establish an implementation plan for that software. The installation of this new/updated software shall be at no cost to the Department.

#### **U. Repairs**

On an as-needed basis, the Contractor shall provide a written quote to the Department's troop location contact or designee for parts/components and materials, for items not covered under warranty, at the repair labor rate identified in Section D.11., Compensation, subsection B., Contract Payment, Table 1 – Payment, below.

#### **V. Innovative Software and Hardware Options**

All interested vendors submitting proposals may provide additional innovative software and hardware options in their proposal submissions. The Department reserves the right to include any one, all, or none of the innovative software and hardware options proposed in the resulting contract. Examples of such innovations may include, but are not limited to: Internet of Things (IoT) integration with other devices (e.g., smart holsters); automatic crash detection triggering and notification; officer tracking; and exterior motion/ambush warning and detection. Any innovative options that are proposed and subsequently included in the resulting contract, will be provided at no additional cost to the Department.

#### **D.7 DEPARTMENT RESPONSIBILITIES**

In addition to the services outlined in Attachment K, Standard Contract, the Department will provide the following in support of the resulting contract:

- 1) Assign and designate a Department Project Manager and Backup Project Manager who shall be assigned from the start of the installation period until the MVR solution is fully installed and fully operational. The Department's Project Manager will serve as the Department's liaison for technical and operational issues.
- 2) 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 awarded Contractor, including notifications not otherwise required to be issued by or to the Department's Project Manager.
- 3) The Department will work with the awarded Contractor to establish a means of secured media file exchange between the Department and the Contractor whenever such items as specifications, data, or installation, etc., occur.

- 4) The Department will provide on-site personnel, and will provide access to Contractor's personnel to Agency Sites/Troop Locations and facilities for the following:
  - a) Training Location(s) - The Department will identify all locations at which training must be conducted by the Contractor within thirty (30) days after contract execution.
  - b) Pilot Agency Sites/Troop Locations – The Department will identify the pilot Agency Site(s)/Troop Location(s) within ten (10) days after contract award.
  - c) Installation – Department personnel will be on-site at each installation location and additional Department technical staff will be available via electronic means to assist with any issues involving the Department's equipment and software not acquired through this RFP, as applicable.
  - d) Maintenance – The Department's Technical Assistance Center (TAC) will collect all maintenance request tickets and route them to the Contractor's Service Coordinator (or other personnel designated in writing) via the Department's electronic Service Manager System. The Department's TAC will maintain records regarding calls for maintenance.

## **D.8 REPORTING**

### **A. Weekly Status Reports**

Weekly Status Reports shall include summaries of all current and completed activities of the project and must be submitted in writing to the Department's Project Manager by 3:00 PM, ET, on a mutually agreed upon day each week, and in an agreed-upon format. Email delivery of the Weekly Status Report is acceptable with a read receipt. Each Weekly Status Report shall include, at a minimum, the following information:

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

## **D.9 PROJECT STATUS MEETINGS**

The Contractor's Project Manager and other appropriate personnel shall be available for weekly, at a minimum, Project Status Meetings, by phone, electronic means (e.g., web-ex meetings, internet meetings, etc.) or in person during normal business hours. The Project Status Meetings will be held in person with the Department's Contract Manager and/or Project Manager and other Department staff at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida, unless the Department elects to hold the meeting via other means identified in the RFP. The Project Manager should be available to meet more frequently than once a week during any period in which issues occur that warrant more frequent meetings.

The Contractor's Project Manager shall be responsible for keeping and providing minutes of all Project Status Meetings. A copy of the written minutes shall be provided to the Department's Contract Manager no later than close-of-business the following business day.

The weekly meetings may be reduced (i.e., occur less than weekly) after the first year of the resulting contract, based on mutual written agreement of the parties. All meetings/conferences will be held on an agreed-upon day and time. The Contractor's Project Manager shall work closely and collaboratively with the Department's Contract and Project Managers in scheduling of project status meetings and presenting issues for discussion at these meetings.

**D.10 DELIVERABLES**

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

TABLE 1 DELIVERABLE SCHEDULE		
No.	Deliverable	Completion Due Date
1.	MVR Solution	Ongoing
2.	Repair Labor Rate (for items not covered under warranty)	As-needed (per contractor quote)
3.	Repair Parts/Components and Materials (for items not covered under warranty)	As-needed (per contractor quote)

**D.11 COMPENSATION**

**A. Contract Amount**

This is a Fixed Price (Unit Cost) Contract not to exceed the total contract amount of **\$0.00**. (prices based on the awarded Contractor's cost proposal outlined in Attachment H). **The annual cost shall not exceed \$3.6 million per state Fiscal Year (July 1 thru June 30). Annual costs include only Deliverable No. 1, MVR Solution (subscription fee).**

**B. Contract Payment**

- The Department will pay the Vendor, monthly in arrears, upon the completion and Contract Manager written approval of the deliverables, in accordance with Table 1, Payment, below. Deliverable No. 1 will be paid as a monthly subscription fee.

TABLE 1 PAYMENT		
No.	Deliverable	Amount
1.	MVR Solution	TBD, per month
2.	Repair Labor Rate (for items not covered under warranty)	TBD, per hour
3.	Repair Parts/Components and Materials (for items not covered under warranty)	Per Contractor Quote

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](http://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 ISA Budget Coordinator, identified in the resulting contract, no later than thirty (30) days after completion, written approval, and acceptance of the deliverables by the Department.
2. The invoice shall include at a minimum:
  - The monthly subscription amount for Deliverable No.1.;
  - The period of service for Deliverable No. 1.;
  - A separate description and amount(s) for Deliverable Nos. 2. and 3.;
  - Dates of service for Deliverable Nos. 2. and 3.;
  - The Contractor's invoice number;
  - Invoice date; and
  - The Department's Contract and Purchase Order number.
3. All invoices for contractual services shall contain the following statement with the Contractor'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".*
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 contractors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.

### **D. Additional Payment Terms**

1. In accordance with Section 287.0582, Fla. Stat., the state of Florida's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Legislature.
2. The state of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of the contract.

3. Contractors are encouraged to accept payments for work performed under the contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System, the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/index.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm) or by phone at (850) 413-5517.
4. The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of the contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor or its independent auditor, or notification by the Department, of the overpayment.

## **E. MyFloridaMarketPlace**

### **1. Vendor Registration**

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, 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](http://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.12 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

**A. 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:

<b>TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>		
<b>No.</b>	<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
1.	The Contractor shall provide Video Storage as described in Section D.6, Services Provided by the Contractor, subsection E., Video Storage.	\$100 per day for each incident video was not properly stored.
2.	The Contractor shall meet the iOS, Android and Chrome compatibility software requirements by January 1, 2020, as described in Section D.6, Services Provided by the Contractor, subsection I., Software Requirements, item 2).	\$500.00 per day for each calendar day past the due date until provided to the Department.
3.	The Contractor shall provide Software and Hardware Support as described in Section D.6, Services Provided by the Contractor, subsection J., Software and Hardware Support.	<ul style="list-style-type: none"> <li>• \$50.00 per every fifteen (15) minutes past the one (1) hour response time, not to exceed \$200 per incident.</li> <li>• \$200 per day for each calendar day past the Support Schedule Department approval due date, until provided to the Department.</li> </ul>
4.	The Contractor shall provide Hardware Maintenance as described in Section D.6, Services Provided by the Contractor, subsection K., Hardware Maintenance.	\$50.00 per day for each business day past the delivery due date.
5.	The Contractor shall submit a Final Implementation Plan for Department approval as described in Section D.6, Services Provided by the Contractor, subsection N., Implementation Plans, item (1).	\$50.00 per day for each calendar day past the due date until provided to the Department.
6.	The Contractor shall submit a Final Installation Schedule as described in Section D.6, Services Provided by the Contractor, subsection N., Implementation Plans, item (2).	\$50.00 per day for each calendar day past the due date until provided to the Department.
7.	The Contractor shall <b>implement</b> the Final Implementation Plan as described in Section D.6, Services Provided by the Contractor, subsection N., Implementation Plans, item (3).	\$100.00 per day for each calendar day not timely implemented.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES		
No.	Performance Standard Requirement	Liquidated Damages To Be Imposed
8.	The Contractor shall furnish and deliver two (2) complete MVR systems as described in Section D.6, Services Provided by the Contractor, subsection O., Pilot Testing and Compliance Review.	\$200.00 per day for each calendar day past the due date until provided to the Department.
9.	The Contractor shall pass Pilot Testing and Compliance Review as described in Section D.6, Services Provided by the Contractor, subsection O., Pilot Testing and Compliance Review.	No liquidated damage; contract will be terminated and Department may estreat the performance bond.
10.	The Contractor shall complete installations for the entire fleet as described in Section D.6, Services Provided by the Contractor, subsection P., Installation Requirements	\$500.00 per day for each calendar day past the due date until all installations are completed.
11.	The Contractor shall <b>begin</b> roll-out as described in Section D.6, Services Provided by the Contractor, subsection P., Installation Requirements.	\$100.00 per day for each calendar day roll-out is not timely commenced.
12.	The Contractor shall train all Department personnel as described in Section D.6, Services Provided by the Contractor, subsection Q., Training.	\$500.00 per incident that training does not occur as required.
13.	The Contractor shall provide the Operation and Troubleshooting Guide, <b>and</b> updates to the guide, as described in Section D.6, Services Provided by the Contractor, subsection Q., Training.	\$25.00 per day for each calendar day past the due date until provided to the Department.
14.	The Contractor shall meet all staffing requirements as described in Section D.6, Services Provided by the Contractor, subsection S., Designated Personnel and Staffing Requirements.	\$100.00 per incident that a staffing requirement is not met as required (as applicable).
15.	The Contractor shall provide the Weekly Status Report as described in Section D.8, Reporting.	\$50 per day for each calendar day past the due date until provided to the Department.

## B. General Liquidated Damages

1. Except as otherwise stated in Item A., 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 resulting contract, not to exceed \$5,000 per month.
2. 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.13 MONITORING**

- A. The Department's Contract Manager or designated Department staff will perform monitoring during the term of the resulting contract to determine if the Contractor has met each Performance Standard identified in Section D.12., Performance Standards and Liquidated Damages. Monitoring shall include review of Contractor's compliance with not only the service delivery requirements of the resulting contract, but all other contract requirements as well. The Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to the contract.
- B. If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Attachment K., Standard Contract, Section V., 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 D.14., 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.14 CORRECTIVE ACTION PLAN (CAP)**

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



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

**D.15 DIVERSITY**

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

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified businesses for subcontracting activities under prime contracts. (See Section D.16, Minority and Service-Disabled Veteran Business Enterprise Report)

**D.16 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT**

The Contractor shall provide to the Department's Contract Manager a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the resulting Contract/Purchase Order for the current month. (See Section D.15, Diversity)

- A. The Contractor shall complete and submit Attachment L, Minority and Service-Disabled Veteran Business Enterprise Report, by the 5<sup>th</sup> day of the following month (or next business day if the 5<sup>th</sup> day is on a weekend day or holiday) to:

[bpcreporting@flhsmv.gov](mailto:bpcreporting@flhsmv.gov)

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

- B. Should the Contractor have nothing to report, the Contractor shall send an e-mail to the email address identified above stating that there is no information to report for the previous month.

**D.17 TRANSITION PLAN (IN THE EVENT OF CONTRACT CANCELLATION, TERMINATION, OR EXPIRATION)**

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

The awarded 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 resulting contract or any cancellation or termination thereof, at no additional cost to the Department. The Department expects the awarded 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.

#### A. Transition Meetings

Prior to the cessation of services due to cancellation, termination, or expiration of the resulting contract, the Department shall schedule and the awarded 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.)

#### B. Transition Plan

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 images, records and data; and
6. A clear description of the mutual needs and expectations of all entities.

#### C. Transfer of Images, Records and Data

The timely transfer of images, records, data and related contract information in the possession of the awarded contractor to the successor-contractor and the Department is an essential requirement of the 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 awarded contractor sixty (60) days prior to the expiration date. The awarded contractor shall deliver all images, 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 images, 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 awarded 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 awarded 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.

D. Commencement of Services by 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 resulting 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 awarded contractor and that does not result in costs to the awarded contractor. Should this commencement of services result in disruption that causes the awarded 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 awarded contractor agrees to negotiate these costs based upon pricing established in the resulting contract or based on open-market pricing in effect at that time for similar service delivery, whichever is lower.

**D.18 SPECIAL PROVISION(S)**

A. Additions/Deletions/Substitutions

The Department reserves the right to add, delete, or substitute services procured as a result of this RFP. Additions of services shall be at proposal price or the current price, whichever is lower. Deletions shall be at proposed prices, meaning any reduction in service, term, or hours shall remain at the proposed price. Substitutions or additions of services not offered within the proposal, but requested by the Department during the resulting contract term, shall be at mutually agreed prices, terms and conditions accepted in writing by both parties. If the awarded Contractor is unable or unwilling to process/perform the requested changes as written, they shall immediately notify the Department's Contract Manager in writing.

B. Section 287.058, F.S.

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

C. Performance Bond

The awarded Contractor is required to guarantee its performance under the resulting contract by submitting an original copy of a performance bond in the amount of **\$3,000,000.00**, and as specified in Table 1, Performance Bond Requirements, below, to the Department each year of the resulting contract for all years of the contract term.

<b>TABLE 1 PERFORMANCE BOND REQUIREMENTS</b>	
<b>Bond Effective Date</b>	<b>Performance Bond Amount</b>
Years One (1) through Three (3) of the Original Contract Term	<b>\$3,000,000.00/per year</b>
Years Four (4) through Six (6) of the Contract Renewal Term	<b>\$3,000,000.00/per year</b>

The initial performance bond (original copy) shall be furnished to the Department's Bureau of Purchasing and Contracts, 2900 Apalachee Parkway, MS#31, Tallahassee, FL 32399-0500, within five (5) calendar days after execution of the resulting ontract. In addition, unless otherwise indicated in this solicitation document, the bond must also be submitted prior to commencement of any work under the resulting contract.

The performance bonds for Year Four (4) 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 submitted to the Department's Bureau of Purchasing and Contracts at the aforementioned address. Additionally, copies of the performance bonds shall be submitted by the awarded 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 performance bond shall reflect on its face, language guaranteeing the awarded Contractor's performance of the resulting contract as to all terms and conditions thereof throughout the full term thereof<sup>2</sup>, and shall indemnify and save harmless the Department from all costs and damages whatsoever that could be claimed or assessed by reason of the awarded Contractor's default or for breach of any term of the resulting contract.

The performance bond shall remain in effect for the full term of the resulting contract, including any renewal period and extension, if applicable. The Department shall be named as the beneficiary of the awarded 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 awarded Contractor. Failure to maintain the bond is considered a breach of the resulting contract.

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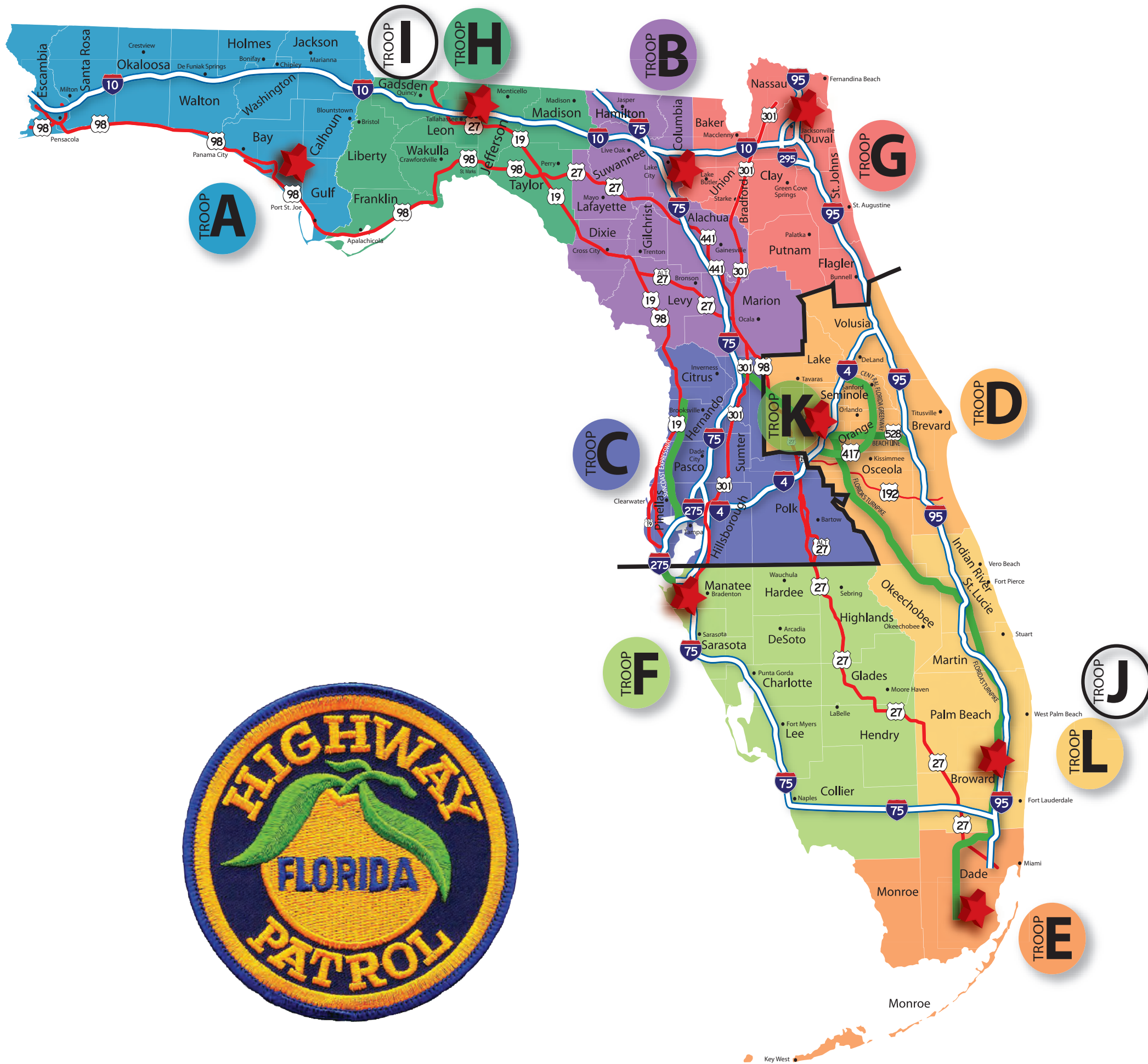
<sup>2</sup> Performance bonds that are submitted annually shall guarantee performance for the full period covered by the bond (i.e., one year).

No payments will be made to the awarded 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 resulting contract during all years of the contract term.

If Attachment K, Standard Contract, Section VII., Termination and Cancellation, does not expressly permit the awarded Contractor to terminate the resulting contract at will, and the awarded Contractor terminates the resulting contract prior to the end of the contract period, an assessment against the performance 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.

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# FHP Troop Locations



## ATTACHMENT E PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA COMPONENTS

### E.1 General Instructions for Proposal<sup>1</sup> 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 proposals are reviewed and evaluated in a consistent manner, as well as to minimize costs and proposal time. Information submitted contrary to these instructions may not be reviewed or evaluated, as determined by the Department.

**Proposals that include any qualifying language, conditions, caveat(s), or modification(s), or other language not meeting or changing the requirements of the RFP, anywhere in the proposal will be viewed as a conditional proposal and the Department will reject the proposal.**

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

- A. One (1) original proposal (required information in E.2, A., and B., below), 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 proposals.

The original sealed proposal 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” proposal shall be conspicuously marked “ORIGINAL” and shall contain all marked originals. Proposals may be submitted via U.S. Mail, courier, or by hand delivery. Proposals sent by fax or email will not be accepted. Proposals received after the date and time specified in Section C.6, Solicitation Timeline, will not be opened or considered.

- B. Five (5) duplicate paper copies of the Technical Response (see subsection E.2, item B., below).
- C. Hard copy proposals 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 contractor’s name.
- D. The prospective contractor should also submit an equal number of electronic copies of the proposal. 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 proposal. The electronic media should be clearly labeled in the same manner as the hard copies.

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<sup>1</sup> “Response” and “proposal” are used interchangeably and mean the document submitted in proposal to, and in accordance with, this RFP by a prospective contractor.

All proposals 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 proposal to this RFP. Selection or rejection of the proposal shall not affect this right.

Any portion of the submitted proposal 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 proposal. 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 proposal to public records requests without notifying the prospective contractor. Designating material simply as "proprietary" will not necessarily protect it from disclosure under Chapter 119, Fla. Stat.

All information (other than redacted information) included in the proposal (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 proposal 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 proposal and five (5) duplicate paper copies of the technical proposal, the prospective contractor must also submit one (1) hard copy and one (1) electronic redacted copy of the proposal 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 proposal shall be marked "REDACTED COPY" and must contain a transmittal letter authorizing release of the redacted version of the proposal in the event the Department receives a public records request.<sup>2</sup>

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 proposals received in response to a solicitation. Accordingly, the redacted copy is requested to permit prospective contractors to correctly identify the portions of their proposals 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.

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



**E.2** The submitted proposal shall consist of the following parts:

**A. Original Proposal Mandatory Documentation**

**1. Transmittal Letter**

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

**2. Proposal Guarantee**

The proposal guarantee **is mandatory**, as specified in Attachment C, Special Conditions, Section C.13, Proposal Guarantee, and shall be included with the transmittal letter. *(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 proposal only.**

**FAILURE TO SUBMIT THE MANDATORY DOCUMENTATION OUTLINED ABOVE IN THE PROPOSAL (ITEMS 1 and 2), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S PROPOSAL.**

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

In the space provided on page 1 of Attachment G, Past Performance - Client References, the prospective contractor must list all business names under which it has operated during the last three (3) years. Also, in the spaces provided on pages 2-4, the prospective contractor must provide the information indicated for three (3) separate and verifiable, Non-DHSMV (Department of Highway Safety and Motor Vehicles) client references.

The client references listed must be able to attest that the prospective contractor provided hardware and software services similar in nature to the scope of services contemplated in this RFP. At least one (1) client reference must verify the 5-year period required in subsection B., Technical Response, item 3., Organizational Structure, History and Experience, sub-item a., below. The same client reference may not be listed for more than one (1) reference and confidential client references shall not be included. In the event the prospective contractor has had a name change since the time work was performed for a listed reference, the name under which the prospective contractor operated at that time must be provided in the space provided for Contractor's Name.

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

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 maximum of 120 points with each reference eligible to receive a maximum of 40 raw points.)**

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

#### **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 420 points.)*

The intent of this RFP is to solicit firm fixed prices for the following:

MVR Solution (monthly subscription fee), delivered "as a service," that is inclusive of all equipment, storage, maintenance, repair, support, training and initial installation costs for 2,092 cars and 50 motorcycles. See Attachment H, Cost Proposal, Sections A. and B. *(Sections A. and B. are worth 5 raw points each, and after weighting, are worth a maximum of 415 points combined.)*

Repair labor costs and complete replacement MVR system costs (Sections C. and D. of Attachment H) apply to items **not** covered under warranty. These costs **are not** included in the monthly subscription fee associated with provision of service delivery as defined in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor. **Maximum points for Sections C. and D. will not be included in the maximum points for Sections A. and B. (The "Grand Total" of Sections C. and D. is worth a maximum of 5 points.)**

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

#### **5. Required Certifications**

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

- a. **Acceptance of Contract Terms and Conditions** - certifying that the prospective contractor accepts and agrees to comply with the terms and conditions specified

in this RFP and contained in the Department's Standard Contract (Attachment K).

- b. **Organizational Conflict of Interest Certification** - certifying that the prospective contractor, its subcontractors (if applicable), subsidiaries, and partners, have no existing relationship, financial interest, or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this RFP, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat.
- c. **Project Manager Attestation** – certifying that the prospective contractor (including its subcontractors, if applicable, subsidiaries and partners) will provide Project Manager(s) that are Project Management Institute (PMI) certified Project Management Professionals (PMP). **Attachment I, Required Certifications**, is the company's Attestation that the Project Manager(s) assigned to the MVR solution project will maintain said certification from the date of contract execution through at least sixty (60) days following successful implementation of the MVR solution, or until approved for release by the Department, whichever comes later.

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 QUALIFYING LANGUAGE, CONDITIONS, CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S PROPOSAL.**

## **B. Technical Response**

### **1. Table of Contents**

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

### **2. Executive Summary**

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

### **3. Organizational Structure, History and Experience**

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

***being worth a maximum of 5 points each.)***

At a minimum, the prospective contractor shall provide:

- a) An organizational chart and a detailed description of the prospective contractor's organizational structure, history, legal structure, ownership, affiliations, location(s), and experience that includes, at a minimum, provision of software and hardware services similar in nature to the scope of services contemplated in this RFP, for at least five (5) years within the immediate past seven (7) years;
- b) A synopsis of corporate qualifications, indicating the prospective contractor's abilities to implement and manage this project as described in Attachment D, Scope of Services; and
- c) A summary of projects performed by the prospective contractor similar to the services contemplated by this RFP. The summary shall include each project scope, the outcomes of each project, including barriers/complications encountered and resolutions enacted, and identification of cost savings.

#### **4. Current Environment Compatibility**

The prospective contractor shall describe, in detail, its plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection A., Current Environment Compatibility. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

The prospective contractor shall describe how the proposed MVR solution is:

- a) Compatible with the current connected environment in all FHP vehicles;
- b) Compatible with Utility Rocket Router and Utility Rocket IoT (Riot) router; and
- c) Capable of operation over a secure AES encrypted network using NetMotion mobility VPN software and servers.

#### **5. Camera(s) and Equipment**

The prospective contractor shall describe, in detail, its proposed product(s) (i.e., cameras, equipment, accessories, etc.) for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection B., Camera(s) and Equipment. ***(This section is worth a maximum of 50 raw points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective contractor shall describe the features and capabilities of its proposed products to satisfactorily perform each of the following in accordance with the RFP:

- a) Ability to provide 360 degrees of video coverage around the vehicle's perimeter

(cars/SUVs);

- b) Ability for 360-degree coverage to produce the clearest and most comprehensive depiction of recorded activities and number of cameras to be used to meet this requirement;
- c) Ability of and means by which cameras will record the vehicle's interior, primarily the prisoner/passenger transport areas;
- d) Ability of the exterior camera(s) to meet the unenhanced video and manual enhanced requirements;
- e) Ability of and means by which the camera configuration will ensure a 120-degree view of the front and rear of a motorcycle, including mounts to allow user position adjustments;
- f) Description and capabilities of the wired solution:
- g) Ability of and means by which the MVR solution will provide for local on-board storage and remote 4g LTE, over-the-air, off-loading and video transmission;
- h) Ability of and means by which the MVR solution will provide for wireless microphones capable of manually triggering video recording remotely;
- i) Description of and specifications regarding the wireless microphone's range from the vehicle-mounted solution or the capability of independently recording audio and syncing with related video: and
- j) Description of and specifications regarding the wireless microphone's battery life, charging capabilities, and warning of battery depletion feature.

## 6. Video Trigger Operations

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection C., Video Trigger Operations. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Ability to trigger video operations and description of all events that will trigger the solution to capture recorded video; and
- b) Describe all other equipment and hardware that the solution can integrate with to trigger capture of recorded video.

## 7. Viewing Video

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services,

Section D.6, Services Provided by the Contractor, subsection D., Viewing Video. ***(This section is worth a maximum of 35 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Ability to allow Troopers to view capture video immediately following recording, and in real time;
- b) Ability and means by which the solution will allow Troopers to view captured video while still recording;
- c) Ability and means by which the solution will allow Troopers to add markers, footnotes, case numbers and classification types prior to offloading video;
- d) Ability and means by which the system will allow for live viewing of in-car video from remote locations;
- e) Ability and means to configure and restrict permissions for live viewing any in-car video;
- f) Ability and means by which the warning mechanisms alert Troopers that their video is being viewed live; and
- g) How video can be viewed once off-loaded from the vehicle.

## **8. Video Storage**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection E., Video Storage. ***(This section is worth a maximum of 35 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Ability and means by which the solution will allow for storage of video and other digital evidence to include, but not be limited to, digital photographs;
- b) Ability and means by which the solution will provide video storage “as a service,” so that the awarded contractor will be responsible for providing, maintaining, servicing, and updating the storage infrastructure, whether physical or virtual;
- c) The method and means of providing video storage and ensuring that such storage meets all requirements of the RFP (cloud storage, physical infrastructure, etc.);
- d) How the solution will provide storage capacity to appropriately accommodate storage of videos from a minimum of 2,142 users regardless of the method of storage provided (long-term or short-term);

- e) Whether the solution includes unlimited storage, upload and retrieval (download ingress and egress) of stored digital media;
- f) Ability and means by which the solution will provide user-friendly, simple searches by name, radio ID number, vehicle number, date, time, county, etc., or combinations thereof for videos across all users; and
- g) Ability and means by which the solution can store and purge videos at preset intervals based upon Department-defined classifications.

## **9. Video Off-Loading**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection F., Video Off-Loading. *(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)*

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

- a) Ability and means by which the solution will allow Troopers to offload video over 4g LTE, away from station locations; and
- b) Alternative means for offloading video for areas where reliable 4g LTE coverage is not available.

## **10. Video Sharing**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection G., Video Sharing. *(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)*

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

- a) Ability and means by which offloaded video can be shared with internal personnel and entities external to the Department without the need or use of physical or removable storage;
- b) Ability and means by which permissions can be configured to limit or restrict video viewing, downloading and sharing; and
- c) Ability and means by which video distribution privileges can be configured by the Department.

## **11. Video Redaction**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection H., Video Redaction.

***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Ability and means by which the solution will provide video redaction capabilities;
- b) Describe the standard time to redact video as compared to video length (i.e., 2 hours to redact 3 hours of video, etc.);
- c) Whether redaction can be “undone” and the process for doing so; and
- d) Ability and means by which the solution prohibits redaction of the original video.

## **12. Software Requirements**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection I., Software Requirements. ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Compatibility of the solution with Microsoft 32 and 64-bit Windows 7 Enterprise and Windows 10 Enterprise;
- b) How the solution provider will ensure compatibility with future Windows OS builds and security patches;
- c) Current compatibility with mobile devices using iOS and Android operating systems or, if the solution is not currently compatible, the plan for ensuring compatibility with mobile devices using iOS, Chrome and Android operating systems on or before January 1, 2020; and
- d) Ability and means by which the software solution can be integrated with Active Directory for user assignments and permissions.

## **13. Software and Hardware Support**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection J., Software and Hardware Support. ***(This section is worth a maximum of 5 raw points.)***

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

Ensuring that the MVR solution is supported 24 hours per day, 7 days a week, 365 days a year to provide continued operation for Troopers.



#### **14. Hardware Maintenance**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection K., Hardware Maintenance. ***(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Ability and means by which MVR solution hardware will be maintained;
- b) Ensuring at least 2 hot spare units are available at each troop location at all times; and
- c) Ensuring that a sufficient supply of parts is available to maintain the fleet for the contract term.

#### **15. Integration**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection L., Integration. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Ability and means by which the solution will provide an Application Program Interface (API) for integration with the Department's Computer-Aided Dispatch and Report Management Systems; and
- b) Ability and means by which the solution provides Software Development Kits (SDKs) or similar capabilities to integrate with other software solutions and plan for permitting third parties to integrate and interface with the solution freely and at no charge.

#### **16. Data Migration**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection M., Data Migration. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Ability and means by which the proposed MVR solution will allow for viewing and sharing of existing and legacy Department videos from the current MVR system; and

- b) Ability and means by which the solution will allow for migration of legacy videos to the proposed storage system and software environment.

#### **17. Preliminary Implementation Plan**

The prospective contractor shall provide an overall project Preliminary Implementation Plan in Gantt chart format outlining the steps necessary to meet the requirements of the RFP, as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection N., Implementation Plans. ***(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)***

At a minimum, the Preliminary Implementation Plan shall include:

- a) Outline of all steps necessary to meet the requirements of the RFP with specific timeframes, critical activities and tasks identified;
- b) Staff responsible for each activity/step;
- c) Key milestones to ensure successful completion of the project; and
- d) Identification of contractor expectations regarding participation by the Department and/or its agent(s) in the activities to be contained in the Final Implementation Plan, and dependencies between these activities and implementation activities.

#### **18. Pilot Testing and Compliance Review**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection O., Pilot Testing and Compliance Review. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Setting-up and implementing pilot testing of the MVR solution; and
- b) How any deficiencies identified in the pilot testing will be addressed to ensure that two (2) MVR systems successfully pass the pilot testing compliance review.

#### **19. Training**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection Q., Training. ***(This section is worth a maximum of 40 raw points with each component being worth a maximum of 5 points each.)***

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

- a) Providing on-site training on the operation of the MVR equipment during installation;

- b) Providing comprehensive system functionality and use, support, maintenance, and trouble-shooting to Department Information Technology personnel;
- c) Providing training materials appropriate to the following positions: clerical personnel, solution users, and supervisors;
- d) Providing train-the-trainer sessions on solution functionality based on user roles;
- e) Providing installation training, including up-fitting and equipment transfers to vehicles;
- f) Providing training due to changes in equipment and/or operations (e.g., modifications, upgrades, etc.);
- g) Providing first-level troubleshooting and diagnostics training to the Department's TAC; and
- h) Providing an Operation and Troubleshooting Guide and updates.

## **20. Security and Fraud Prevention**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection R., Security and Fraud Prevention. *(This section is worth a maximum of 15 raw points with each component being worth a maximum of 5 points each.)*

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

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

## **21. Designated Personnel and Staffing Requirements**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection S., Designated Personnel and Staffing Requirements. *(This section is worth a maximum of 20 raw points with each component being worth a maximum of 5 points each.)*

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

- a) Providing Primary Personnel and meeting the requirements for each position;
- b) Maintaining sufficient staffing levels to ensure quality, timely, and appropriate service delivery;
- c) Ensuring personnel assigned to the resulting contract have the knowledge, skills, abilities and other qualities to successfully complete installations and other work related to the RFP; and
- d) Ensuring maintenance services will be performed by qualified maintenance staff at a level that will assure full functionality of the MVR system at all times.

## **22. Technology Upgrade**

The prospective contractor shall describe, in detail, its approach and capability for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection T., Technology Upgrade. *(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)*

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

- a) Means by which the Department will be notified of available upgrades beginning with the second year of the contract term and continuing for the duration of the contract term;
- b) Ability and means by which testing of upgraded hardware will be provided prior to shipment of any upgraded equipment;
- c) Means by which equipment and technology upgrades will be made available to the fleet and plan for training of installation personnel on hardware upgrades prior to installation;
- d) Means for establishing intervals at which technology upgrades will be available; and
- e) Ability and means for providing software updates to support upgraded equipment and existing equipment at the same cost as the original awarded contract.

## **23. Innovative Software and Hardware Options**

The respondent will receive an additional five (5) points for each stand-alone innovative software or hardware option provided in its proposal, up to a total of five (5) options (25 raw points).

The respondent must provide a detailed description of each stand-alone option to be considered for the five (5) additional points per option.

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## ATTACHMENT F EVALUATION CRITERIA

### F.1 REVIEW OF MANDATORY CRITERIA

- A. The Bureau of Purchasing and Contracts (BPC) and Subject Matter Expert(s) (SME), if required, will review proposals submitted in response to this RFP for compliance with the mandatory criteria, below. Proposals failing to comply with any mandatory criterion will be deemed non-responsive and will not be considered for evaluation. The questions (which will be reproduced on a separate review sheet) that will be used by the BPC and SME(s), if required, to determine whether proposals 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 proposal will be designated as “non-responsive” and will not be considered for evaluation.**

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

- B. A prospective contractor whose proposal meets all mandatory requirements of this RFP will be deemed to be responsive. The proposals for all responsive contractors<sup>1</sup> will be evaluated as described in this attachment.

### F.2 PAST PERFORMANCE EVALUATION

Past performance will be evaluated by the BPC, based on answers to the questions outlined in the Evaluation Questionnaire for Past Performance in Attachment G, Past Performance – Client References (see page 5 of Attachment G. for sample questionnaire), provided by the prospective contractor’s three (3) separate client references.

- A. At least one (1) client reference must verify that the prospective contractor provided at least five (5) years within the immediate past seven (7) years of software and hardware services similar in nature to the scope of services contemplated in this RFP, as 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 a. If none of the client references verify the required experience, the prospective contractor will be deemed non-responsive and their proposal will be rejected.
- B. If the required information in A. above is verified, the prospective contractor will be eligible to earn points related to past performance based on the answers to the questions contained in the Evaluation

<sup>1</sup> The terms “responsive contractor,” “responsive proposer,” “contractor,” “vendor”, “respondent” and “proposer” are used herein interchangeably. In all instances, “proposer” refers to the business or individual submitting a proposal to the Department.

Questionnaire for Past Performance. Each reference is worth a maximum of 40 raw points (maximum points, 120).

- C. The Department will attempt to contact the three (3) client references provided by the prospective contractor to complete the Evaluation Questionnaire for Past Performance (Attachment G., Page 5 of 5). If a client reference does not provide a response to a question included on the questionnaire, the prospective contractor will receive zero (0) points for that question. All points assessed for all questions on the questionnaire will be added together to arrive at the score for that client reference.
- D. Client references should be available for contact between 9:00 AM and 5:00 PM, Eastern Time. A maximum of four (4) attempts will be made by telephone to contact the clients for a past performance reference by the BPC, or designee. In the event a client reference cannot be contacted, a score of zero (0) will be given for the entire reference. If none of the provided client references can be successfully contacted, the prospective contractor will be deemed non-responsive and their proposal will be rejected. The Department will not attempt to correct contact or any other information provided by the prospective contractor and will not independently attempt to obtain contact information for any client reference.

**F.3 COST PROPOSAL EVALUATION**

- 1. The BPC will review each cost proposal and award points for each proposed total identified in Attachment H, Cost Proposal, based on the following:

**Section A. – MVR Solution (Subscription Fee) - Original Contract Term:** The respondent submitting the lowest proposed total for the original contract term will automatically receive the maximum raw points (5 points), which may be weighted, as applicable.

**Section B. – MVR Solution (Subscription Fee) - Renewal Contract Term:** The respondent submitting the lowest proposed total for the renewal term will automatically receive the maximum raw points (5 points), which may be weighted, as applicable.

The remaining respondents will receive a percentage of the maximum points for each proposed contract term cost using the formula below, starting with the respondent submitting the next lowest proposed total for the original contract term. Rounding will not be utilized in calculating points. This process continues until each proposed total has been calculated for each respondent for both contract terms (Section A and Section B, above) using this formula.

<i>Lowest Proposed Total÷ [next-lowest] Respondent's Proposed Total</i>	=	%	x	5	=	<i>Total Points Awarded for the lowest Proposed Total (Original Contract Term)</i>
---	---	---	---	---	---	--

For purposes of tabulating the final score for Attachment H., Cost Proposal, the points for each of the contract terms will be added together and multiplied by the weighting to be applied to arrive at the maximum points for the Cost Proposal.

**SCORING EXAMPLE:**

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

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

RESPONDENT	PROPOSED TOTAL
Respondent 1	\$ 575,000
Respondent 2	\$ 985,000
Respondent 3	\$ 791,000
Respondent 4	\$1,259,000

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

$\frac{\$575,000}{\$791,000}$	=	.73%	x	5.0	=	3.65
-------------------------------	---	------	---	-----	---	------

Calculating all scores utilizing this formula, points would be awarded as follows:

RESPONDENT	PROPOSED TOTAL	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

- Section C. – Labor Rate and Section D. - Complete Replacement MVR System:** The Respondent submitting the lowest “Grand Total” will receive a maximum of 5 points, which **will not** be included in the scoring formula outlined, above, for Sections A. and B. - MVR Solution (subscription fee).

#### F.4 TECHNICAL RESPONSE EVALUATION

Each proposal submission 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 proposal 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 proposal submission.   |
| 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 DEMONSTRATION(S) AND EVALUATION

- The four (4) highest averaged scoring responsive contractors (see Section F.8, Tabulation of Scoring, below) will proceed to demonstrations. (NOTE: The Department reserves the right to request additional contractors to participate in demonstrations in the event of tie scores or if to do so is in the best interests of the state.) Prospective contractors will be required to demonstrate the solution proposed in their RFP proposal, as part of the evaluation process. The order in which the demonstrations will be scheduled will be determined by random selection by the BPC. The Department will evaluate all items being demonstrated based on the Demonstration Evaluation Criteria, below, on a “pass/fail” basis (see, subsection B., below). All items must be passed for the prospective contractor to successfully complete the demonstration phase of the evaluation process and be eligible for possible further consideration.

Prospective contractors are advised to pay strict attention to the time frame in Attachment C., Section C.6, Solicitation Timeline, for demonstrations. The Department will endeavor to provide as much advanced notice as it reasonably can to prospective contractors who will be scheduled for demonstrations, but cannot guarantee that more than twenty-four hours advanced notice will be provided.

The demonstration will be set for a four (4) hour block of time as indicated in Attachment C., Section C.6, Solicitation Timeline. Participants will be permitted to utilize the entire time frame to pass all criteria. In other words, if a prospective contractor's proposed solution item does not initially perform or demonstrate a function, instead of the prospective contractor automatically receiving a "fail" for that function not being performed, and being rejected from further consideration at that point, the prospective contractor will be permitted to attempt to remedy the issue, as long as all criteria is ultimately met at the conclusion of the four-hour period. After expiration of the four (4) hour time-period, if any item required to be demonstrated reflects a "fail" result, the prospective contractor will be deemed to have failed the demonstration evaluation and will not be permitted to proceed further in the RFP process. (NOTE: If any component fails to perform or is not demonstrated during the allotted demonstration time frame, the prospective contractor will be permitted to modify its solution, including by replacing/repairing equipment, to demonstrate the failed component. If equipment is replaced to demonstrate/perform the component, the same equipment will be offered with the solution. No additional time will be permitted for modification of the solution, including repair/replacement of non-functioning equipment/items or for any other reason, other than inability of the prospective contractor to complete all or any part of the demonstration within the four-hour period due to Department error. If this occurs, the Department, in its sole discretion, will determine whether and what additional time will be allotted to the prospective contractor to complete the demonstration, including continuing the demonstration, using the same equipment/items being demonstrated, on a different day or during a different time period.)

All items demonstrated receiving a "pass" will receive one point. Additional points may be assessed for designated items by each evaluator depending upon how well the item met the Demonstration Evaluation Criteria, below. After the demonstration period, scores for prospective contractor participants **passing all criteria** will be added to their prior evaluation scores as indicated in Section F.8, Tabulation of Scoring, below. Regardless of whether a prospective contractor receiving a "fail" for any criterion also received points for items that passed, that prospective contractor will not proceed in the RFP process and their demonstration scores will not be added to their prior evaluation scores.

- B. The below criteria and scoring methodology will be utilized in evaluating prospective contractor demonstrations. All items required to be demonstrated will be evaluated on a "pass/fail" basis. Items successfully demonstrated (i.e., "passed") will receive one point. "Fails" will be handled in accordance with subsection A, above. Some of the demonstration items are eligible for additional points based on how well (e.g., how quickly performed, ease-of-use, etc.) the item being demonstrated performed in passing the criterion.

**NOTE:** Applicable demonstration items will be timed using a digital stopwatch.

DEMONSTRATION EVALUATION CRITERIA		
	ACTION/ACTIVITY TO BE DEMONSTRATED	RESULT
<b>VIDEO VIEWING AND OFFLOAD</b>		
1.	The on-board MVR solution transmits 4 previously recorded and classified videos of 15 minutes each to the storage solution over AT&T wireless 4g LTE network.	Pass/Fail Pass = 1 pt.
2.	Live stream of on-board video can be viewed over AT&T 4g LTE from secondary remote location.	Pass/Fail Pass = 1 pt.
3.	On-board MVR solution and remote microphone alert user that live streaming is activated.	Pass/Fail Pass = 1 pt.
4.	Live video feed is available within 30 seconds of activation.	Pass/Fail Pass = 1 pt. Additional 1 pt. = Live video feed is available within 15 seconds or less of activation.
5.	Live video feed permissions and restrictions configurable by Department.	Pass/Fail Pass = 1 pt.



6.	On-board MVR solution offloads to permanent storage video via 802.11n wireless connection to access points.	Pass/Fail Pass = 1 pt.
7.	On-board MVR solution provides manual offload to permanent storage solution via removable storage (USB Flash/SD card, etc.).	Pass/Fail Pass = 1 pt.
8.	Video available for local viewing immediately after recording.	Pass/Fail Pass = 1 pt.
9.	Video available for local viewing during recording.	Pass/Fail Pass = 1 pt.
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>IN-CAR MVR HARDWARE</b>		
10.	The MVR solution provides camera configuration that allows 360-degree view around patrol car and provides at least one (1) interior prisoner transport area camera.	Pass/Fail Pass = 1 pt.
11.	Interior prisoner transport area camera provides either low-light or active infrared capability to render area visible without illumination.	Pass/Fail Pass = 1 pt.
12.	If wired, MVR solution uses non-proprietary cables (USB, Ethernet, HDMI).	Pass/Fail Pass = 1 pt.
13.	Exterior cameras default to normal/unenhanced.	Pass/Fail Pass = 1 pt.
14.	Exterior cameras manually set to enhanced to record low light conditions.	Pass/Fail Pass = 1 pt.
15.	On-board storage solution capable of storing minimum of 100 gb.	Pass/Fail Pass = 1 pt. Additional 1 pt. = for each additional 100gb., up to 3
16.	On-board storage solution uses either solid state or automotive-grade hard drive.	Pass/Fail Pass = 1 pt.
17.	Motorcycle solution provides, at a minimum, one (1) front and one (1) rear facing camera; total field of view for the front and for the rear views must be minimum of 120 degrees each.	Pass/Fail Pass = 1 pt. Additional 1 pt. = for each additional 20 degrees for the front and for the rear view, up to 4
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>WIRELESS MICROPHONE</b>		
18.	Wireless microphone range to on-board MVR minimum of 2,000 feet OR self-records and syncs to concurrent video.	Pass/Fail Pass = 1 pt.
19.	Wireless microphone manually and remotely activates MVR recording.	Pass/Fail Pass = 1 pt.
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>SOFTWARE</b>		
20.	Total MVR solution successfully runs on FHP Windows 7 Enterprise MCT in DHSMV Router/NetMotion Environment.	Pass/Fail Pass = 1 pt.

21.	Total MVR solution successfully runs on FHP Windows 10 Enterprise MCT in DHSMV Router/NetMotion Environment.	Pass/Fail Pass = 1 pt.
22.	Video that has been uploaded to storage solution is retrievable from simple searches for user, patrol car number, troop, county, date, time, date/time range, and/or case number. And combinations thereof.	Pass/Fail Pass = 1 pt.
23.	Video Classification by user required prior to offload.	Pass/Fail Pass = 1 pt.
24.	Video Classification configurable and customizable by Department.	Pass/Fail Pass = 1 pt.
25.	Auto redaction of video on backend software.	Pass/Fail Pass = 1 pt.
26.	Auto redaction redacts copies only, not original video.	Pass/Fail Pass = 1 pt.
27.	Configurable permissions based on Department-specified user groups.	Pass/Fail Pass = 1 pt.
28.	SDK or API available for CAD/RMS and IoT integration.	Pass/Fail Pass = 1 pt.
29.	Motorcycle solution compatible with Rocket RIOT/DHSMV NetMotion environment.	Pass/Fail Pass = 1 pt.
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>STORAGE</b>		
30.	Video shared to internal users directly from storage.	Pass/Fail Pass = 1 pt.
31.	Video shared to external users directly from storage.	Pass/Fail Pass = 1 pt.
32.	Shared video permission restrictions configurable by Department.	Pass/Fail Pass = 1 pt.
33.	Links from shared videos expire at Department-determined timeframes.	Pass/Fail Pass = 1 pt.
34.	Storage of non-MVR digital media (audio, photo and non-MVR video) files.	Pass/Fail Pass = 1 pt.
35.	MVR videos auto-purge at Department-specified intervals based upon classifications.	Pass/Fail Pass = 1 pt.
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>VIDEO TRIGGERS</b>		
36.	Recording initiated upon siren activation, including video 30 seconds prior to activation.	Pass/Fail Pass = 1 pt.
37.	Recording initiated upon position 1 warning light activation, including video 30 seconds prior to activation.	Pass/Fail Pass = 1 pt.
38.	Triggers and trigger combinations configurable by Department.	Pass/Fail Pass = 1 pt.
<b>TOTAL POINTS</b>		<b>46</b>

**F.6 RESPONSIBLE CONTRACTOR**

The Department reserves the right to utilize sources other than those identified by the prospective contractor to obtain additional information regarding the prospective contractor’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 proposer is a responsible contractor, as defined in subsection 287.012(25), Florida Statutes. The Department will reject the bid/proposal submitted by any prospective contractor not deemed to be responsible.

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

For ITB’s and RFP’s, if the Department reviews additional sources, it will do so regarding all responsive bidders and proposers (i.e., meeting all material requirements of the solicitation.) For ITN’s, if the Department utilizes additional sources, it will only do so regarding the companies with whom the Department intends to negotiate.

**F.7 POINTS TABULATION**

The below Points Tabulation Table will be used to tabulate points for each proposal evaluated and designated as “responsive.” Column 1 shows the maximum raw points that can be awarded for each component, for which points are assessed. Column 2 provides the weight or factor by which the raw points will be multiplied. Column 3 indicates the resulting maximum points possible for the component.

A similar table is provided to each evaluator for use in documenting the raw points to be assessed for each component the evaluator will be scoring within the responsive proposal. Evaluators do not apply the weight/factor or calculate the maximum points – this is completed by the BPC.

Total Possible Points will be based on the detailed evaluation criteria components indicated in Attachment E, Proposal Submission Requirements and Evaluation Criteria Components, the points assessed for each component (Column 1) multiplied by the weighting or factoring to be applied (Column 2), and all component entries (Column 3) being added together.

POINTS TABULATION TABLE	COLUMN 1		COLUMN 2		COLUMN 3
	Maximum Raw Points Possible		Weight or Factor		Maximum Points Possible
<b>A. ORIGINAL PROPOSAL MANDATORY DOCUMENTATION</b> (Inserted here for Title reference only – individual components are listed below)					
1. - 5.	N/A		N/A		N/A
6. Past Performance (*raw score is per client reference)	*40	X	3	=	120
7. Cost Proposal – Sections (A) + (B) (*raw score = (A) Original + (B) Renewal Contract terms)	*10	X	41.5	=	415
Cost Proposal – Sections (C) + (D)	5	X	1	=	5
<b>B. TECHNICAL RESPONSE</b> (Inserted here for Title reference only – individual components are listed below)	420	X	1	=	420
	<b>Raw Points</b>				
1. Table of Contents	N/A				
2. Executive Summary	N/A				

3. Organizational Structure, History and Experience	15								
4. Current Environment Compatibility	15								
5. Camera(s) and Equipment	50								
6. Video Trigger Operations	10								
7. Viewing Video	35								
8. Video Storage	35								
9. Video Off-Loading	10								
10. Video Sharing	15								
11. Video Redaction	20								
12. Software Requirements	20								
13. Software and Hardware Support	5								
14. Hardware Maintenance	15								
15. Integration	10								
16. Data Migration	10								
17. Preliminary Implementation Plan	20								
18. Pilot Testing and Compliance Review	10								
19. Training	40								
20. Security and Fraud Prevention	15								
21. Designated Personnel and Staffing Requirements	20								
22. Technology Upgrade	25								
23. Innovative Software and Hardware Options	25								
<b>C. DEMONSTRATIONS</b>	46					X	9.1304	=	420 <sup>2</sup>
<b>TOTAL POSSIBLE POINTS:</b>						<b>1,380</b>			

<sup>2</sup> The maximum points possible will be rounded to the nearest whole number.

**F.8 TABULATION OF SCORING**

Column 1 will be completed by evaluators and the BPC, and will reflect the points assessed by the evaluators for the Technical Response and Demonstrations portion, and the scores calculated by the BPC for Past Performance and the Cost Proposal. The BPC will then calculate out the points to be entered in Column 3 as well as the Total Possible Points for each responsive proposal.

The BPC will add together all Total Possible Points recorded for each responsive proposer. The total of all scores for each proposer will then be divided by the number of evaluators for the averaged score for the proposer. This will be the final score for the proposer.

**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) proposers. The scores in this example were calculated based on the scores for the technical response, cost, past performance, and demonstration (only for proposers passing all criteria) being added together for each proposer.

**Step 1:** Total Possible Points from the Points Tabulation Table completed by each evaluator for each responsive proposer is recorded onto a tabulation sheet (similar to the example below) by the BPC.

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

**Step 2:** Total Possible Points are added together for each proposer and divided by the number of evaluators. This equals the final averaged score for the proposer.

Proposer 1	$451+401+316+418 = 1,586 \div 4 = 396.50$
<b>Proposer 2</b>	<b><math>425+390+443+449 = 1,707 \div 4 = 426.75</math></b>
Proposer 3	$397+419+389+435 = 1,640 \div 4 = 410.00$
Proposer 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, Proposer 2 would be selected for contract award.

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**ATTACHMENT G  
PAST PERFORMANCE - CLIENT REFERENCES**

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

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On pages 2-4 of this attachment, the prospective contractor shall provide the information indicated for three (3) separate and verifiable, Non-DHSMV (Department of Highway Safety and Motor Vehicles) client references.

Client references will be utilized to verify that the prospective contractor meets the mandatory experience requirements set forth 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 a.

If none of the provided client references can be successfully contacted, or if the provided references do not verify that the prospective contractor has the requisite minimum experience, the prospective contractor will be deemed non-responsive.

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**NON-DHSMV CLIENT #1**

**Contractor's Name:**

---

**Client's Name:**

---

**Address:**

---

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary E-mail Address:**

**Alternate E-mail Address:**

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

---

**Location of Services:**

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

**NON-DHSMV CLIENT #2**

**Contractor's Name:**

---

**Client's Name:**

---

**Address:**

---

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary E-mail Address:**

**Alternate E-mail Address:**

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

---

**Location of Services:**

---

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



**NON-DHSMV CLIENT #3**

**Contractor's Name:**

---

**Client's Name:**

---

**Address:**

---

**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary E-mail Address:**

**Alternate E-mail Address:**

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

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**Location of Services:**

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

## EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

**Contractor's Name:** \_\_\_\_\_

**Client's Name:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

**Primary E-mail Address:** \_\_\_\_\_ **Alternate E-mail Address:** \_\_\_\_\_

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

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

Reference Verified by:

\_\_\_\_\_  
Client Reference Contact Name (printed)

\_\_\_\_\_  
Client Reference Contact Signature

Client Reference Evaluation Conducted By:

\_\_\_\_\_  
Bureau of Purchasing and Contracts

**ATTACHMENT H  
COST PROPOSAL**

**Instruction:** Respondents shall propose a monthly subscription fee for Deliverable No. 1, MVR Solution, listed below, in Section A., Original Contract Term and Section B., Contract Renewal Term. The monthly subscription fee for the MVR Solution, delivered “as a service”, shall be inclusive of all equipment, storage, maintenance, repair, support, training and initial installation costs for 2,092 cars and 50 motorcycles.

A. ORIGINAL CONTRACT TERM				
DELIVERABLE NO. 1 PERIOD OF SERVICE	MVR SOLUTION (SUBSCRIPTION FEE)		QUANTITY	AMOUNT
December 1, 2017 – June 30, 2018	\$ _____/month	X	7 months	\$ _____
July 1, 2018 – June 30, 2019	\$ _____/month	X	12 months	\$ _____
July 1, 2019 – June 30, 2020	\$ _____/month	X	12 months	\$ _____
July 1, 2020 – June 30, 2021	\$ _____/month	X	12 months	\$ _____
July 1, 2021 – November 30, 2021	\$ _____/month	X	5 months	\$ _____
<b>TOTAL (A)</b>				\$ _____
B. CONTRACT RENEWAL TERM				
DELIVERABLE NO. 1 PERIOD OF SERVICE	MVR SOLUTION (SUBSCRIPTION FEE)		QUANTITY	AMOUNT
December 1, 2021 – June 30, 2022	\$ _____/month	X	7 months	\$ _____
July 1, 2022 – June 30, 2023	\$ _____/month	X	12 months	\$ _____
July 1, 2023 – June 30, 2024	\$ _____/month	X	12 months	\$ _____
July 1, 2024 – June 30, 2025	\$ _____/month	X	12 months	\$ _____
July 1, 2025 – November 30, 2026	\$ _____/month	X	5 months	\$ _____
<b>TOTAL (B)</b>				\$ _____
<b>GRAND TOTAL (Totals A + B)</b>				\$ _____

**Instruction:** Respondents shall propose a price for Deliverable No.s 2 and 3, listed below, in Section C., Original Contract Term and Section D., Contract Renewal Term. Repair labor costs and complete replacement MVR system costs apply to items **not** covered under warranty. These costs **are not** included in the monthly subscription fee. Evaluation points will be awarded as outlined in Attachment F, Section F.3, Cost Proposal Evaluation.

C.	ORIGINAL CONTRACT TERM			
DELIVERABLE NO.	REPAIR LABOR RATE		QUANTITY	AMOUNT
2.	\$ _____/hour	X	10 <sup>1</sup> hours	\$ _____
DELIVERABLE NO.	COMPLETE REPLACEMENT MVR SYSTEM		QUANTITY	AMOUNT
3.	\$ _____/unit	X	10 <sup>2</sup> Units	\$ _____
<b>TOTAL (C)</b>				\$ _____
D.	CONTRACT RENEWAL TERM			
DELIVERABLE NO.	REPAIR LABOR RATE		QUANTITY	AMOUNT
2.	\$ _____/hour	X	10 <sup>3</sup> hours	\$ _____
DELIVERABLE NO.	COMPLETE REPLACEMENT MVR SYSTEM		QUANTITY	AMOUNT
3.	\$ _____/unit	X	10 <sup>4</sup> Units	\$ _____
<b>TOTAL (D)</b>				\$ _____
<b>GRAND TOTAL (Totals C + D)</b>				\$ _____

<sup>1</sup> Quantity amount is for scoring purposes only and **does not** reflect the estimated hours for the resulting contract.

<sup>2</sup> Quantity amount is for scoring purposes only and does not reflect the estimated units for the resulting contract.

<sup>3</sup> Quantity amount is for scoring purposes only and **does not** reflect the estimated hours for the resulting contract.

<sup>4</sup> Quantity amount is for scoring purposes only and does not reflect the estimated units for the resulting contract.

**NOTES:**

- 1) Failure to submit Attachment H, Cost Proposal, signed by an authorized official, or submitting a signed Attachment H with any qualifying language, conditions, caveat(s), or modification(s), will result in the rejection of a prospective contractor's proposal.
- 2) The Respondent must provide pricing for all the specified items, above, 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.
- 3) **The annual State Fiscal Year (July 1 thru June 30) costs shall not exceed \$3.6 million per year.** Annual costs include only Deliverable No. 1, MVR Solution (subscription fee).
- 4) A submitted Cost Proposal exceeding the annual amount per State Fiscal Year for Deliverable No. 1, will cause the Respondent's proposal to be rejected.
- 5) Payments will be made in accordance with Attachment D, Scope of Services, Section D.11, Compensation, subsection B., Contract Payment.

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**Respondent Name**

---

**Name and Title of Respondent Representative**

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**Signature of Respondent Representative**

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**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 RFP, my company accepts and agrees to comply with all terms and conditions specified in this RFP 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 RFP, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat.

\_\_\_\_\_  
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 Management Professionals (PMP) and will maintain certification from the date of contract execution through at least sixty (60) days following successful implementation of the MVR solution, or until approved for release by the Department, whichever comes later.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**NOTE:**

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

## **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 contractors should review this sample Standard Contract. In responding to this DHSMV solicitation, a prospective contractor has agreed to accept the terms and conditions of the sample Standard Contract contained in this attachment. The DHSMV reserves the right to make modifications, including additions and/or deletions, to this contract if to do so is deemed to be in the best interests of the DHSMV or the State of Florida. 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 <b>XXX</b> percent (<b>X%</b>) reduction of the <b>total, monthly/quarterly, etc.</b> invoice amount for each <b>incident</b> in which the Contractor has failed to meet a deadline as specified in this Contract, not to exceed <b>XXX</b> percent (<b>X%</b>) per <b>month/quarter, etc.</b></p>
<p><b>ADD AS NEEDED</b></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 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.

**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](http://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 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)*.
  - a. Documentation detailing deliverables completed during the preceding *month/quarter*;
  - b. The time period in which deliverables were completed;
  - c. The Contractor's invoice number;
  - d. Invoice date; and,
  - e. The Department's Contract/Purchase Order number.
4. All invoices for contractual services shall contain the following statement with the Contractor'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  
*\*\* (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](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](http://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.**

**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**

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](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](mailto: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](http://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](mailto: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.

<b>TABLE 1 – PERFORMANCE BOND REQUIREMENTS</b>	
<b>Original Contract Term<sup>1</sup></b>	<b>Performance Bond Amount (\$XXXX.XX)</b>
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 (original copy) shall be furnished to the Department’s Bureau of Purchasing and Contracts, 2900 Apalachee Parkway, MS#31, Tallahassee, FL 32399-0500, within five (5) calendar days after execution of the Contract. In addition, unless otherwise indicated in this Scope of Services, the bond must also be submitted 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 year for which the bond is being submitted, and shall be submitted to the Department’s Bureau of Purchasing and Contracts at the aforementioned address. Additionally, copies of the 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.

<sup>1</sup> Table 1 only references the bond amount for the Original Contract Term; however, the same amount will apply to all renewal years.

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 thereof<sup>2</sup>, 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.

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 VII., Termination and Cancellation, above, 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.

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<sup>2</sup> Performance bonds that are submitted annually shall guarantee performance for the full period covered by the bond (i.e., one year).

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: **Johnathan P. 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 whom such personal information pertains.
13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record.
14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
15. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the Department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the Department.

**ATTACHMENT III**

**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
				\$ -	
				\$ -	
				\$ -	
				\$ -	
<b>TOTALS</b>				\$ -	

\*\* 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
				\$ -	
				\$ -	
				\$ -	
				\$ -	
<b>TOTALS</b>				\$ -	

\* Certified DV: **W** - Service-Disabled Veteran Business

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