



Terry L. Rhodes  
Executive Director

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

January 23, 2018

Prospective Contractor:

Subject: Solicitation Number: DHSMV RFP 009-18  
Queuing System and Appointment System 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 Queuing System and Appointment System Solution for the Department's Driver License Offices. The solicitation package consists of this transmittal letter and the following attachments:

- Attachment A - PUR 1001, State of Florida General Instructions to Respondents
- Attachment B - PUR 1000, State of Florida General Contract Conditions
- 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 and Experience – Client References
- Attachment H - Cost Proposal
- Attachment I - Required Certifications
- Attachment J - Certification of Drug-Free Workplace
- Attachment K - Standard Contract

Your proposal must comply fully with the instructions that set forth what must 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 Sherry Berry. 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,

*Trey Collins*

Trey Collins, Chief  
Bureau of Purchasing and Contracts

Attachments

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

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

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

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

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

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and

- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

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

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

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

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

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

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

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;

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

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

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

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

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

officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

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

relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

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

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of

intended award at [http://www.myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://www.myflorida.com/apps/vbs/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 B**  
**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://djis.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 C SPECIAL CONDITIONS

- C.1 Solicitation Number: DHSMV RFP 009-18
- C.2 Solicitation Type: Request for Proposal (RFP)
- C.3 Solicitation Title: Queuing System and Appointment System Solution
- C.4 Date of Issuance: January 23, 2018
- C.5 Issuing Officer: Sherry Berry  
 Department of Highway Safety and Motor Vehicles  
 2900 Apalachee Parkway, MS# 31, Room B416  
 Tallahassee, FL 32399-0500  
 Email: sherryberry@flhsmv.gov

### C.6 Solicitation Timeline

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

ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by the Department	01/23/18	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>
Deadline for Receipt of Written Inquiries	01/30/18 at 5:00 P.M., EST	Address provided in C.5, above
<u>Anticipated</u> Date for Department Responses to Contractor Questions	02/05/18	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>
Deadline for Receipt of Proposals <sup>1</sup>	02/23/18 at 3:00 P.M., EST	Department of Highway Safety and Motor Vehicles Neil Kirkman Building 2900 Apalachee Parkway, MS# 31 Tallahassee, FL 32399-0500
Deadline for Opening of Proposals	02/23/18 at 3:30 P.M., EST	Same as above
<u>Anticipated</u> Evaluation of Proposals	02/28/18 - 03/07/18	Various
<u>Anticipated</u> Demonstrations	03/12/18 - 03/13/18	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	03/19/18	Electronically Posted <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.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.

Note: Solicitation activities shall take place on the date and time indicated above, where applicable. For planning purposes, prospective contractors should consider the holidays observed by any utilized mailing service.

### **C.7 Mandatory Requirements**

The Department 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, in the Department’s sole discretion, the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one vendor over other vendors, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. 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, or may be hand delivered. (Email is preferred and encouraged.) **No telephone inquiries for this purpose 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 which conforms in all material respects to 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 Solicitation Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the 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.11 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.12 Proposal Guarantee

The original response must be accompanied by a proposal guarantee payable to the state of Florida in the amount of **\$50,000.00**, 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, 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 such as a bid bond or certified check 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.13 Performance Bond

A performance bond in the amount of **\$375,000.00** shall be furnished to the Department by the awarded contractor. See Attachment D, Scope of Services, Section D.24, Special Provision(s), subsection C., Performance Bond, for details.

#### **C.14 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.15 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.16 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.17 Term of Contract and Optional Renewal Term**

The anticipated initial term of the contract will be five (5) years, with an optional renewal term not to exceed five (5) years. In accordance with subsection 287.057(13), Fla. Stat., the contract may be renewed, at the option of the Department, for a period of up to five (5) years.

Renewal must be implemented prior to expiration of the original contract term, must be in writing and based on the original terms and conditions of the contract, including any lawfully issued amendment(s). The Department may negotiate lower pricing for the renewal. The Department reserves the right to structure the renewal term as a single five (5) year period, or multi-year periods in any combination (e.g., five (5) one-year periods, etc.).

#### **C.18 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 regarding the below objectives with the awarded contractor, prior to execution of the resulting contract, or subsequent to execution if the contract is executed prior to receipt of the awarded contractor's plan.**

##### **A. 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/>.

B. Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. 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.

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

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the resulting contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Fla. Stat., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), Fla. Stat.; and for purposes of the resulting contract, the person, firm or other business entity carrying out the provisions of the resulting contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

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

D. 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.19 Proposal Clarification**

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

### **C.20 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.21 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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## 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/Field Offices** - All Driver License Offices and Tax Collector Offices utilizing the respective system Solution acquired through the Contract (see Section D.3, Purpose).
- B. **Application** - A native-code mobile application, specifically designed for the Android and/or IOS platform. Commonly referred to as “app.”
- C. **Application Authentication** - The process of verifying that an individual, entity, or website is who it claims to be.
- D. **Application Programming Interface (API)** - A software intermediary that makes it possible for application programs to interact with each other and share data.
- E. **Awarded Contractor** (also referred to as “Successful Contractor” or “Contractor”) - The party selected for award under this RFP, with which the Department intends to enter into a formal Contract.
- F. **Backup Personnel** - Individuals identified by the Contractor as possessing qualified knowledge and experience who are immediately available to stand-in should Contractor’s Primary Personnel be unavailable.
- G. **Business Day** - Any day during which normal business is conducted, typically Monday through Friday, excluding state-observed holidays.
- H. **Business Hours** - The normal or standard hours of the business day during which an entity is carrying out its primary operational and business functions. Typically, these hours are from 7:30 a.m. to 6:00 p.m., local time.
- I. **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 Request for Proposals (RFP) and resulting Contract, reference to “confidential information” includes personal identification information, such as social security number, address, or the Contractor’s proprietary information.
- J. **Contract** - A formal written agreement that may be required to be executed by the Contractor and the Department containing all terms and conditions applicable to a purchase. The terms “Contract” and “Purchase Order” are intended to be utilized interchangeably herein.
- K. **Contractor** - The party with which the Department intends to enter into a formal two-party written Contract or issue a purchase order to, which will provide the services outlined in the RFP. If a Contract is utilized, the formal Contract document will be provided by the Department and may contain additional terms and conditions added by the Department as a result of the RFP process.
- L. **Customer** - An individual requiring services from the Department (e.g., a person requesting issuance of a driver license or identification card, etc.).

- M. **Days** - Calendar days, unless otherwise stated.
- N. **Department** - The state of Florida Department of Highway Safety and Motor Vehicles; referred to herein as "Department" or "DHSMV."
- O. **Department Application** - The integration and automation infrastructure and activities to be provided or conducted by the Department in order to integrate with the Contractor's Queuing System and Appointment System Solution (hereinafter referred to as "Solution").
- P. **Disaster Recovery** - The use of an alternative system, which includes replicated components of the primary system, that can be used to re-establish operations in the event the primary system becomes unavailable.
- Q. **End User** - Individuals permitted to utilize the Solution at Agency Sites/Field Offices.
- R. **Equipment** - Physical equipment and all associated parts required for the equipment to operate as designed (e.g., servers, routers, cables, software, etc.), comprising the Contractor's Solution. (Note: The terms "equipment" and "hardware" are therefore intended to be utilized interchangeably herein.)
- S. **Examiners** - Personnel in Agency Sites/Field Offices providing services to customers.
- T. **Functional Requirements** - The specific functionalities that define what a system is supposed to accomplish, including, but not limited to, calculations, technical details, data manipulation and processing.
- U. **Host** - Hardware and software (other than Department-owned applications) owned and managed by the Contractor.
- V. **Implementation** - The process of installing and configuring equipment and software as part of a system or solution.
- W. **Information Systems Administration (ISA)** - The Department's information technology division.
- X. **Installation Acceptance Testing** - A test conducted at an Agency Site/Field Office during the installation to determine if the Solution and all installed equipment/software can be powered on and accessed by the Department.
- Y. **Maintenance** - All actions necessary for maintaining equipment and software in a satisfactory operating condition and in a manner that ensures the equipment achieves its maximum useful life.
- Z. **Media** - Materials that hold data in any form or that allow data to pass through them, including paper, transparencies, multipart forms, hard, floppy and optical discs, magnetic tape, wire, cable and fiber. For purposes of this RFP, media refers to any electronic information shared or exchanged by the Department and the Contractor.
- AA. **Personal Identifiable Information (PII)** - Any information about an individual, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, and any other information that is linked or linkable to an individual, such as medical, educational, financial, or employment information.

- BB. **Pilot Compliance Review** or “Pilot” - A review 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 Contract.
- CC. **Pilot Site** - Any site at which a pilot compliance review is conducted.
- DD. **Primary Personnel** - Key staff identified by the Contractor that possess the expertise and experience necessary to perform certain significant designated roles under the resultant Contract.
- EE. **Production Environment** - The location where real-time staging of programs that run an organization are executed. The production environment includes the personnel, processes, data, hardware and software needed to perform day-to-day operations.
- FF. **Project** - A temporary endeavor undertaken to create a unique product, service, or result contemplated by this RFP.
- GG. **Purchase Order** - The purchasing document memorializing and/or incorporating the terms and conditions of the purchase. The purchase order constitutes a Contract between the Contractor and the Department. (Note: The terms “Contract” and “Purchase Order” are therefore intended to be utilized interchangeably herein.)
- HH. **Real Time** - The time it takes a query or process a result to return to the examiner who is waiting on the response (i.e., 10 seconds or less).
- II. **Remedial Maintenance** - A repair service that is required because the equipment malfunctioned or otherwise failed to perform or operate as intended.
- JJ. **Secure File Transfer Protocol (SFTP)** - A method for transferring data via a secure and encrypted process.
- KK. **Service Manager System** - The Department’s electronic system for tracking remedial maintenance requests related to the Contract resulting from this RFP.
- LL. **Short Message Service (SMS)** - A system that enables mobile phone users to send and receive text messages.
- MM. **Solution** - Methods, processes, or systems, or any combination thereof, that propose to resolve a problem that will assure a satisfactory result. For purposes of this RFP, “Solution” means the Queuing System and Appointment System Solution proposed by the Contractor consisting of the Contractor’s system, as well as all services required to be delivered under the Contract, including maintenance and support of the Solution, and meeting the requirements of the RFP.
- NN. **Successful Installation** - Installation of the solution that meets requirements and terms of the RFP and resultant Contract.
- OO. **System Administrators** - Individual(s) responsible for the upkeep, configuration, and reliable operation of computer systems, especially multi-user computers, such as servers.
- PP. **Tax Collector Offices** - Offices operated by county governments that provide various services, including DHSMV services to customers.

- QQ. **Technical Assistance Center (TAC)** - The Department's Service Desk unit, which takes all initial reports of issues, generates service tickets, and distributes service tickets to the relevant support area(s).
- RR. **Technical Requirements** - Any standard or requirement set forth in this document that systems, and/or their associated components must adhere to in order to operate.
- SS. **Test Environment** - A function in the system delivery process that aids the hardware and software testing cycle by providing a validated, stable and useable test environment in which to execute test scenarios, validate standards, and replicate problems and/or bugs.
- TT. **User Acceptance Testing (UAT)** - Testing conducted by the Department in its training lab or field training sites to verify that the required business functionality and proper operational functioning of the Solution's software and equipment are met.
- UU. **User Acceptance Testing (UAT) Compliance Review** - A review of all the Solution's features and functions conducted by the Department within a testing environment to verify whether the features and functions have been delivered and operate as set forth in the RFP and Contract.
- VV. **Web Interface** - The interaction between an End User and software running on a web server. Also, a programming connection to the web.

## D.2 BACKGROUND

The Department of Highway Safety and Motor Vehicles ("Department" or "DHSMV") issues all driver licenses (DL), identification cards (ID), and motor vehicle titles and registrations in the state of Florida. The Department collects more than \$2.4 billion a year, processing over five (5) million driver licenses and 24.5 million vehicle and vessel registrations and titles. The majority of the collected revenues fund General Revenue programs and agencies such as the Department of Transportation, DHSMV, and the Department of Education.

As Florida's credentialing agency, the Department's services are critically important to safeguarding businesses and the public. A state-issued credential has become the primary form of identification used to engage in commerce and to establish identity, age, and residency.

In order to enhance customer satisfaction and enable increased productivity in both Department Driver License Offices and Florida Tax Collector offices, the Department is seeking a Solution that will provide a means by which customer flow and wait times can be managed and tracked without customers having to physically wait in line and, that is capable of producing management reports to determine productivity and identify areas that may need improvement. The Solution contemplated by this RFP will assist the Department in reaching its modernization and enhancement goals.

Enhancement and improvement of all of its motorist systems is an initiative the Department has undertaken in order to better serve and support its customers and further advance public safety. The Department intends to re-engineer its motorist systems by investing in the modernization of antiquated systems and technologies.

## D.3 PURPOSE

The purpose of this RFP is to solicit proposals from qualified firms and individuals capable of providing a hosted cloud-based Queuing System and Appointment System that will provide an

organized and efficient appointment and scheduling system for the Department's driver license offices.

The Queuing System and Appointment System is intended to be utilized by the Department's Driver License Offices. The Contractor shall provide installation, testing, and deployment of the Solution in the Driver License Offices for locations<sup>1</sup> identified in Exhibit 1, Driver License Offices.

The Appointment System will be optional for Tax Collector Offices (See Exhibit 2), and if utilized will be purchased by the respective Tax Collectors through the Department. See Section D.13, Additional Systems, Equipment Moves, and Other Changes, for additional information.

Note: Tax Collector Offices will not be included in the Preliminary and Final Implementation Plans (see Section D.7, Implementation Plan Requirements).

The Department has been appropriated \$375,000 for state of Florida Fiscal Year 2017/2018.

To facilitate contract award and for administrative convenience, the Department utilizes the term "Contractor" throughout this RFP, as the terms and conditions appearing in this RFP document will also be present in the scope of services in the resultant contract.

#### **D.4 CURRENT PROCESS AND SYSTEM(S) DESCRIPTION, AND TICKET ISSUANCE QUANTITIES**

##### **A. Software**

The Department currently utilizes Q-Matic application. It provides two (2) functions: the "Management Portal" and the "Suite." The Management Portal produces reports to determine office productivity and to identify areas that may need improvement. The Management Portal also generates reports that shows wait times, transaction times, individual performance, and trends for each service type.

The Suite manages and tracks customer flow and overall wait time. The queuing software calculates, compiles, and displays statistical data that allows for several types of reports to be generated for comprehensive analysis of historical data.

After a customer has checked-in and received a number, the wait time begins. The queuing software provides audio-visual means for directing customers to the appropriate counter. The queuing system also utilizes a flat screen television monitor to display the ticket number and the appropriate examiner station number. When the customer is called, the examiner will indicate that they are serving the customer within the queuing system. Once the transaction begins, the wait time ends. When the transaction is complete, the examiner alerts the queuing software to call the next customer.

##### **B. Central Electronic Display**

The Department currently utilizes an external vendor (hereinafter referred to as "current vendor") to provide central electronic displays in all of its Driver License Offices that integrate with Q-Matic. The current vendor's displays provide public information announcements, news, weather and traffic updates to customers waiting for service. This information is displayed throughout the day and serves as a communication tool between the Department and its customers. The Department approves all material content displayed on the central

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<sup>1</sup> The Department reserves the right to add or delete geographical locations to the resulting contract pursuant to the provisions in Section D.13, Additional Systems, Equipment Moves, and Other Changes.



displays and the current vendor also provides the Department the ability to customize messages to specific office locations and allows for visual display of customer numbers from Q-Matic currently being served.

The current vendor provides the high-definition flat screen televisions at Department Driver License Offices and Tax Collector Offices, where applicable, and is responsible for the display/monitor maintenance and/or replacement, as well as keeping their system operational. The Contractor will be required to work with the current vendor to integrate its proposed Solution into the current vendor's electronic display network.

**C. Audio**

Audio is provided in all Driver License Offices via Department-owned sound systems. The audio is provided via Q-Matic using an external USB stereo audio adapter. The cable is used to feed line level audio to a Department-owned 40w audio amplifier, which then feeds the Department-owned ceiling mounted sound system. Any proposed Solution will provide the necessary equipment, cabling, and software to enable interfacing with the Department's existing audio systems.

**D. Tax Collector Offices**

There are a few Tax Collector Offices that utilize Q-Matic and/or utilize other customer queuing systems. The Contractor shall be required to work with the Tax Collector Offices by integrating its proposed Solution into the queuing system network via a separate agreement with each Tax Collector.

**E. Estimated Queuing System Ticket Issuance Quantities**

The quantities indicated in the chart below include historical and projected ticket issuance data. The projected data beginning in the 17/18 Fiscal Year, is the Department's estimated ticket issuance required for the Queuing System Solution during the original Contract term. The below estimated numbers are provided only for the purpose of assisting Contractors in preparing their RFP proposals. These numbers should be considered informational only.

<b>HISTORICAL AND PROJECTED TICKET ISSUANCE QUANTITIES</b>	
<b>Fiscal Year</b>	<b>Ticket Issuance</b>
FY14-15	1,425,205
FY15-16	1,553,586
FY16-17	1,626,717
FY17-18	1,773,122
FY18-19	1,932,702
FY19-20	2,106,646

\*The numbers in this table represent historical ticket issuance data and projections based on data from the current queuing system.

**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, update 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 hosted cloud-based Solution contemplated by this RFP, shall be comprised of and include the following components:

- A. Solution-related equipment and equipment maintenance;
- B. Solution operations and training services;
- C. Project management and implementation services; and
- D. Long-term support services.

The Department is seeking to Contract with one (1) Contractor who can provide the Solution meeting the requirements described in this RFP, and as offered by the Contractor, in the Contractor's proposal submission, if exceeding the requirements described in the RFP.

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

### **A. Solution Requirements**

The Contractor shall provide a Solution consisting of, but not limited to, all equipment, installation, software, software license(s), and maintenance required to ensure service delivery as contemplated in this RFP.

#### **1. Equipment**

The Contractor shall provide new equipment within one (1) year of the date it was manufactured, and within two (2) years of its published service life cycle. There can be no requirement for additional equipment and/or software that is not supplied and maintained by the Contractor as part of their proposed Solution. Ownership of the installed equipment shall be retained by the awarded Contractor at all times material to the contract resulting from this RFP, including any renewals or extensions thereof. Equipment shall include, but not be limited to, the following:

##### **a. Ticket Printers**

The Contractor shall provide, at a minimum, two (2) – four (4) Ticket Printers per Agency Site/Field Office, meeting the following requirements:

- 1) Tickets will be printed on the receipt printer using the Contractor's web-based application and must include the Agency Site/Field Office location name, ticket number, date and time, transaction type(s) of service requested and estimated wait time.
- 2) The Department must have the ability to view, edit, create and modify the display text, images and layout of the ticket within the web-based application without the additional need for software reprogramming and/or equipment upgrades or replacement.
- 3) The printer must be unable to duplicate ticket numbers.
- 4) The Department must have the ability to reprint tickets.

The Contractor shall provide non-proprietary receipt paper, at no cost to the Department, to each of the Agency Sites/Field Offices utilizing the Queuing System.

The Contractor must provide and maintain a sufficient quantity of receipt paper at each Agency Site/Field Office to ensure a minimum thirty (30) business days', maximum sixty (60) business days of receipt paper, to ensure no disruption in office operations.

b. Central Electronic Display

The Contractor shall provide a method of integrating with the Department's Central Electronic Displays and must:

- 1) Integrate with the Department's current vendor's system; indicate the ticket being called and the workstation location, including an audible message to alert the customer.
- 2) Provide customers with the ability to monitor the number of persons in the queue by service option; the longest running "wait time" of those in the queue by service option; and show the estimated current "wait time" of those in the queue.

The Contractor shall not display advertising of any form without written prior approval from the Department's Contract Manager.

c. Audio

The Solution must have compatible audio capable of interfacing with the Department's existing audio equipment in each Agency Site/Field Office location. The Solution must include the following:

- 1) All of the necessary cables, adapters, and connectors to connect to the existing audio system.
- 2) A selectable low and/or high impedance audio output.
- 3) A selectable balanced or unbalanced audio output.
- 4) A user adjustable audio level being sent to the existing audio amplifier component.

d. Hardware

All hardware, (e.g., cabling, wires and/or connections, etc.) for any of the provided equipment must be nonproprietary, commercial off-the-shelf (COTS) resources that are readily available, when required.

**2. Customer Access and Functionality**

The Contractor's Solution shall include, but is not limited to, the following:

a. Web-based Registration

The Web-based Registration application shall meet the following functional requirements and must:

- 1) Allow customers the capability to register and schedule an appointment, and/or cancel/reschedule an appointment(s).

- 2) Require the following information:
  - (a) first and last name;
  - (b) date of birth (DOB);
  - (c) contact telephone number;
  - (d) email address; and
  - (e) service sought.
- 3) Be available via any web-enabled device, such as mobile, tablet, or laptop.
- 4) Provide the customer with the service options that are available when scheduling an appointment, display an error message when required information is missing, and display helpful hints when data is typed in an invalid format. Formatting of the fields will be provided by the Department within fifteen (15) days of contract execution.
- 5) Allow for the customer to select special services, such as the need for a sign language interpreter. When a special service appointment is booked, the system shall immediately provide an email notification to the Agency Site/Field Office location's office manager's email account(s). Each Agency Site/Field Office must have the ability to assign, at a minimum, five (5) notification email accounts.
- 6) Allow multiple family members to use one (1) phone number when utilizing the web-based registration or checking into any Agency Site/Field Office location.
- 7) Provide a unique confirmation number to customers for each appointment created. Confirmation numbers may not be duplicated/repeated and must allow for appointment confirmation to be sent to customer via email or text (SMS). Format of confirmation language shall be provided by the Department within fifteen (15) days of contract execution.
- 8) Be provided in both English and Spanish.

b. Mobile Application

1) General Requirements

The Mobile Application component shall provide customers with the same functionality as the web-registration application and meet the following general requirements and must:

- (a) Support current Android and IOS platforms.
- (b) Be available for customer download from the Department's application store and utilization.
- (c) Separately display current estimated wait times for Agency Site/Field Office locations.
- (d) Provide the ability to text (SMS) customers.
- (e) Contain a bilingual option for the customer to view in both English and Spanish.

Final design/appearance must be approved, in writing, by the Department's Contract Manager, prior to production.

Implementation of the Mobile Application must be complete and production-ready in accordance with the Final Implementation Plan.

## 2) Functional Requirements

The Mobile Application shall meet the following functional requirements and must:

- (a) Deploy to the Department's application store.
- (b) Pass "stop" information back to the appropriate customer.

## 3) Technical Requirements

The Mobile Application must meet the following technical requirements and must:

- (a) Be fully hosted and managed in a secure environment, and be available for use twenty-four (24) hours per day, seven (7) days per week, and three-hundred sixty-five (365) days per year.
- (b) Timely and correctly route all necessary information, (i.e., appointment creation, check-in status, etc.).
- (c) Be inclusive of on-going operating system updates, security updates, enhancements and bug fixes supporting Android and IOS.

## 4) Security Requirements

The Mobile Application must meet the following security requirements:

- (a) Utilize Transport Layer Security (TLS), Version 1.2, or latest upgraded version.
- (b) Provide account provisioning and application authentication.
- (c) Utilize an Identity Proofing process, which will be established in conjunction with the Department within thirty (30) days of contract execution.
- (d) Comply with Exhibit 3, Department External Information Security Policy.

### c. Audio

Audio shall be configurable to include custom phrases in the same voice as other audio instructions, and must be provided in both English and Spanish.

## 3. Examiner Role Requirements

The Contractor's Solution shall, at a minimum, have the capability to perform the following Examiner role requirements:

- a. Issue a service ticket to customers by service type using first name and last name.

- b. Check-in customers that have created an appointment via the web-based application.
- c. View the queues for all service options and call the next ticket based on the order established by the system.
- d. Place Examiner role in an “idle” or “closed” status.
- e. Call a return customer from the same business day to complete a transaction in the event of a service interruption.
- f. View the various estimated current “wait times” of persons in the queue.
- g. Include a message field in which notes may be entered, and the ability to store messages.
- h. Call tickets based on priorities, such as, but not limited to the following: appointments, walk-in’s Commercial Driver License (CDL), hazmat/fingerprinting, original and transfer title/registrations, and other than first-in/out.
- i. Place a customer into a hold queue for those transactions that are two-phased (e.g., driver testing) and place the customer back into a service queue when ready to complete the transaction.
- j. Move a customer from one queue to another and still maintain total wait time of customer.
- k. Provide Examiners the ability to establish the counter number upon log-in each day.
- l. Create, cancel, reschedule, and modify appointments created from web/mobile application by a customer using available slots for Agency Site/Field Office locations.
- m. Print a daily roster of all appointments scheduled for a given day.
- n. Search for customer appointments utilizing any of the customer data used to create the appointment, including the confirmation number generated by the Solution.

**4. Management Role Requirements**

The Contractor’s Solution shall, at a minimum, have the capability to perform the following Management role requirements:

- a. All functions as required above in item 3., Examiner Role Requirements.
- b. Alert the Department via the System Administrator email account(s) when pre-set conditions associated with customer service are exceeded or not met.
- c. Add, modify and remove End User(s) with Examiner role functionality.

End User account requirements are as follows:

- 1) Last Name;
- 2) First Name;
- 3) Middle Name (optional); and
- 4) Email Address (User ID).

- d. View the number of customers in the queue by service option and location, along with estimated wait time for each service option at each location.
- e. View the longest running wait time of customers in the queue by service option.
- f. View the status of each work station (e.g., "closed", "idle", "in-service").
- g. View the service option and ticket number being served at each work station.
- h. View if a work station is on idle, or show as available, but with no waiting customers.
- i. Alert office managers via the email accounts associated with the Agency Site/Field Office when there is an "idle" workstation with customers showing in the queue and allow override.
- j. View a daily total of the number of customers served by a workstation.
- k. Alert office managers via the email accounts associated with the Agency Site/Field Office when pre-set conditions associated with customer service are exceeded or not met.
- l. Alert office managers via the email accounts associated with the Agency Site/Field Office when pre-set transaction times for a service option have been surpassed.
- m. Alert office managers via the email accounts associated with the Agency Site/Field Office when less than a pre-set number of workstations are opened (based on time-of-day and day-of-week).
- n. View, create, and edit printer ticket formats.
- o. Identify, capture and report customers who fail to appear at a workstation for service (no-shows).
- p. Separate no-show customers from transaction time calculation and reporting.
- q. Include no-show customers in all reports associated with wait time and total customers.
- r. Allow office managers to view the running transaction time for the customer being served.
- s. Provide office managers the ability to customize messages sent or displayed to customers; either individually or mass messages (SMS) to customers.
- t. Establish the number of Examiner stations, opening/closing time of each station, and maximum service time when service queue will automatically close.
- u. Manually close a service queue.
- v. Move a customer from one queue to another and still maintain total wait time of customer.

- w. Provide a mechanism to clear queues at the close of each business day to ensure customers do not receive notifications related to a visit outside of Agency Site/Field Office business hours.
- x. Manually adjust the time a ticket is closed out.
- y. Set schedules and dynamically calculate service time based on set schedules and customers currently in the queue.
- z. Create, cancel, reschedule, and modify appointments created from web/mobile application by a customer.
- aa. Overbook appointments for assigned work location.

## **5. System Administrator Role Requirements**

The Contractor's Solution shall, at a minimum, have the capability to perform the following System Administrator role requirements:

- a. Include all functions as required above in item 4., Management Role Requirements.
- b. Monitor and connect to all Agency Site/Field Office locations, specific locations, and Department headquarters in an on-line, real-time process.
- c. Add, modify, and remove End User(s) with Manager role functionality.

End User account requirements are as follows:

- 1) Last Name;
  - 2) First Name;
  - 3) Middle Name (optional); and
  - 4) Email Address (User ID).
- d. Separate Agency Site/Field Office locations.
  - e. Overbook appointments for any location.
  - f. Activate, deactivate, and edit Agency Site/Field Office locations.

## **6. Management Reports and Data Analysis Requirements**

- a. The Contractor's Solution shall provide Agency Site/Field Office locations the ability to generate various reports that include, but are not limited to, the following:
  - 1. Daily, weekly, monthly, or annual reports.
  - 2. Audit reports that measure the various functions performed at Agency Site/Field Office locations.
  - 3. Historic and real-time data reports.
  - 4. Total number of transactions.
  - 5. Average, minimum, and maximum transaction times.



6. Total, average, minimum, and maximum wait times.
  7. Number of customers transferred from one transaction type to another.
  8. Log on/off and idle activity of End Users on the system.
  9. Transaction times per hour, day, week, month, year, station, and Agency Site/Field Office.
  10. Customer report reflecting date of service, time ticket was generated, wait time, transaction time, and the service category.
  11. End User generated information such as log on/off, idle activity and number of transfers.
  12. Number of customers waiting by queue.
  13. Longest wait times.
  14. Actual and average transaction processing time by queue and/or transaction type.
  15. Total number of customers serviced.
  16. Total number of customer transactions serviced by type.
  17. Number of open/closed/servicing Examiner stations.
  18. Examiner logged in to a station.
  19. Current ticket called for service.
  20. Total number of appointments by category.
  21. Total number of show/no-show appointments by category.
- b. Enable ad-hoc reports to be generated using real-time data, without adverse impact to system performance. This feature must be a configurable setting that can be turned off or on by any Agency Site/Field Office location.
  - c. Ability to add any wait times together to get a true wait time from issuance to closing of the ticket.
  - d. Log and store audit data related to system access, customer visits (Servicing Examiner ID, date/time, etc.) and any administrative actions or configuration changes made to the system by System Administrators.
  - e. Provide on-line, real-time viewing and printing of any report at all locations and be generated without adverse impact to system performance.
  - f. Ability to export reports to the latest versions of MicroSoft Excel and Adobe.

- g. Ability to identify and exclude “walk-out” or “no-show” tickets from certain reports, and be able to assign a “no-show” status to tickets.
- h. Ability to forecast workloads (e.g., number of customers, types of transactions, etc.) either daily, weekly, and/or monthly based on historic transactional data from prior periods.
- i. Ability to identify types of ticket close-outs (e.g., manual adjustments of the time for close out, etc.).
- j. Provide a report outlining those customers currently in line when the system became unavailable. This report must be transmitted to each affected station within five (5) minutes of system unavailability.
- k. Provide audit logs that are protected from modification or deletion and only accessible by Department System Administrators.

## **7. General Solution Requirements**

The Contractor’s Solution shall, at a minimum:

- a. Include an Online Survey.
  - 1. Allow customers to provide immediate feedback of their experience by sending an online survey to the email address provided by the customer. The online survey results must allow office managers to tie the feedback to the transaction, ticket number and Examiner. The Contractor shall submit a Draft Online Survey (marked as “Draft”) for approval to the Department’s Contract Manager within ten (10) days of contract execution for review.

The Department will have five (5) business days for initial review and for provision of notice to the Contractor that the Draft Online Survey has either been accepted or rejected. If accepted, the Department will provide written approval and the Contractor shall submit the Final Online Survey (marked as the “Final”) to the Department’s Contract Manager.

If the Draft Online Survey is rejected, the written notice to the Contractor will include the reason(s) for rejection. The Contractor will have three (3) business days after receipt of notice of rejection to address the Department’s concerns and resubmit the Draft Online Survey (marked as “Draft”). If accepted, the Department will provide written approval and the Contractor shall submit the Final Online Survey (marked as the “Final”) to the Department’s Contract Manager.

Submission and Department approval of the Final Online Survey shall not exceed thirty (30) days after contract execution.

If necessary, for good cause shown, the parties may mutually agree to extend the above stated timeframes, in writing, in regard to review of any Draft Online Survey.

- 2. The Contractor shall incorporate the Final Online Survey into the Solution within three (3) days of Department’s written approval.

- b. Be scalable at the hardware level to support the addition of more equipment within an Agency Site/Field Office location, the addition of new Agency Site/Field Office locations, increase in data persistence, and increased performance.
- c. Be capable of processing a minimum of ten thousand (10,000) customer service transactions statewide, per day, without interruption during Department business hours.
- d. SMS shall text message customers when they are a configurable number of minutes from being called for service, warn them that their estimated wait time has changed, and notify them of the need to check-in when they arrive at the station.
- e. Allow Department personnel to configure notifications sent to customers via the web registration component (e.g., notification to the customer of his or her place in the queue and the estimated wait time for the requested service, etc.).
- f. Not utilize any proprietary storage format and/or encryption routines that are not readily available for use by Department development staff to integrate data with existing and/or new systems.
- g. Notate all customers left in the queue at closing, and automatically remove clients from the queue at closing.
- h. Configure service priorities specific to an Agency Site/Field Office location (not all locations provide the same services). End User(s) must be able to view only the services provided at each respective Agency Site/Field Office location they are logged into.
- i. Provide End User account and proper management as follows:
  - 1) Employ and enforce group/role-based access control for rights within the administration console.
  - 2) Support decentralized hierarchal System Administrator roles with a top-level administration and ability to delegate specific functions to lower level System Administrators. (Example – Top level System Administrators with full access and ability to delegate specific functions to lower level System Administrators.)

## **8. System Platform Requirements**

The Contractor's Solution shall provide, at a minimum, the following:

- a. A cloud-based hosted solution. The cloud-based hosted solution must meet all Department technical and security standards and requirements.
- b. Support, at a minimum, the following operating systems:
  - 1) Windows 7.x;
  - 2) Windows 10 and all future Windows versions implemented during the Contract term, including any renewals or extensions; and
  - 3) The mobile application must be maintained and upgraded with compatible current and future iterations of operating systems and security updates.

- c. Must be customizable for Agency Site/Field Office locations to meet all Department functional, audit and reporting requirements.
- d. Ability to determine the number of defined fields/services (maximum of 20 field limit).
- e. Ability to customize filters as well as viewed content on the mobile application.
- f. Incorporate field-level validation to limit the possibility of data entry or manual update errors.
- g. Access to the Solution, various screens, functions and reports must be granted through role-based assignments with a minimum of at least three (3) access levels consisting of Examiners, Managers and System Administrators.
- h. Ability for System Administrators to maintain, configure roles and access controls for all system components without the Contractor's assistance after implementation.
- i. A web interface that provides customers with Agency Site/Field Office location, current wait times based on service type, open/closed days, hours of operation, and services provided for each Agency Site/Field Office location. The web interface shall be maintained and hosted by the Contractor's website.
- j. Support the current releases and all previous versions of the most popular web browsers (Internet Explorer, Firefox, Chrome & Safari) supported by the originating contractors (Microsoft, Mozilla and Apple). The browser based solution must use TLS version 1.2 or higher for encrypting all connections between the browser and the host environment.
- k. Ability to provide queue entry via voice, text (SMS), or web.
- l. Provide an estimated-up time or system availability guarantee of 99.9%, including full system redundancy to ensure the availability requirement.
- m. Vulnerability scanning for Department approval on all system components and must perform initial vulnerability scanning and validate mitigation actions prior to placing any new or modified system or component in production.
- n. Store all Department data at the approved Primary and Secondary hosting site within the continental United States of America.
- o. The Contractor must provide, upon request, proof of certification, accreditation, or audit to validate the hosting solution security.
- p. The Solution must be accessible and operational twenty-four (24) hours per day, seven (7) days per week and three-hundred sixty-five (365) days per year, excluding periods of scheduled maintenance.
- q. The Solution installed on Agency Site/Field Office workstations must be capable of being integrated with the Department's Active Directory structure to allow for user validation and minimize user login requirements.

## **B. Future Solution Options**

The Department is in the process of an enterprise system modernization project that will implement new software, including the MyDMV Portal. The Department requires the ability of the Contractor to integrate with the MyDMV Portal and to add kiosks at the functional points described in Option A and Option B, below. Whether the Solution will be integrated into the MyDMV Portal and whether kiosks are added will be at the sole discretion of the Department.

If the Department utilizes any of the below options during the contract term, detailed service delivery requirements, performance standards, liquidated damages, and negotiated pricing will be included in the resulting Contract via an amendment, in accordance with Section D.24, Special Provision(s), subsection A., Additions/Deletions/Substitutions, and Attachment K, Standard Contract, Section VI., Contract Amendments.

### **1. Option A**

MyDMV Portal is the Department's online application that will allow customers to view and manage details about their driver and motor vehicle record. An Application Programming Interface (API) utilizing a RESTful design will be required to make it possible for interaction between the Solution and the Department Application.

This anticipated process (hereinafter "Option A") shall have the Solution integrated with the MyDMV Portal application. The purpose of the integration will be to allow the customer the ability to utilize the web-based registration functions of the Solution from within the Department's application.

### **2. Option B**

The Department also plans future development of kiosks. The Solution shall include the addition of in-station touch screen kiosks for check-in and/or appointment creation. Each kiosk shall provide 2-D bar code scan capability, either through a physical device or software located on the kiosk. This anticipated course (hereinafter "Option B") shall allow all walk-in customers, upon arrival at the Agency Site/Field Office, to check-in and claim a place in the queue for virtual line customers via a kiosk.

Existing customers shall have the ability to check-in using their Florida credential by scanning the 2D barcode on the DL/ID. New customers shall have the capability to enter their first and last name, date of birth (DOB), contact telephone number, and email address. The kiosk will capture personal information off the scanned DL/ID and check-in the customer. The kiosk shall provide the customer a ticket once checked-in for service. Option B shall also have the capability to provide customers the ability to request removal from the queue.

## **C. Primary and Secondary Hosting Sites**

Any required Solution infrastructure components such as physical infrastructure, including but not limited to servers, hardware appliances, software, or network devices, shall be hosted by the Contractor at a secure data center within fifteen (15) days of contract execution. Within five (5) days of contract execution, the Contractor must provide the locations of the hosting sites to the Department's Contract Manager in writing.

The Solution components shall be hosted at both a secure primary data center (primary hosting site) and additionally hosted at a secure secondary and geographically diverse data center (secondary hosting site) for Disaster Recovery (DR) purposes. The secondary hosting site must be located, at a minimum, one hundred (100) miles from the primary hosting site. The Contractor

must install all equipment and/or software in the secondary hosting site within fifteen (15) days of passing the UAT Compliance Review.

The Contractor's Solution infrastructure components co-located at a hosting site, shall be and remain the property of the Contractor during the Contract term, any renewals and extensions, and any insurance required or that should be purchased in regard to such Solution infrastructure components, shall be the sole responsibility of the Contractor at their expense, and must be maintained during the Contract term, any renewal and extensions.

1. The Production and Test Environments, that may be part of the Solution, shall be hosted at the Contractor's primary and secondary secure data centers.
2. The Contractor shall ensure ongoing network connectivity and replication of all data from the primary hosting environment to the DR environment.
3. Each facility shall be capable of communicating with the State Data Center through secure methods as determined by the Department, and at a minimum, using SFTP and web-services.

#### **D. System and Data Backups**

1. Records must be backed up once every twenty-four (24) hours, seven (7) days per week, and three hundred sixty-five (365) days per year to facilitate data and system restoration in the event of any failures, including but not limited to, hardware.
2. The data backup schedule shall be mutually agreed upon by both the Contractor and the Department and shall be oriented around periods when the system is expected to have the lightest use.
3. Physical and virtual tape backup and recovery services activities must be logged. The Contractor shall provide to the Department on-demand data log exports. All backup, recovery and media logs must be stored at the primary and secondary hosting sites and be made available within twenty-four (24) hours of Department request.

#### **E. Security and Fraud Prevention**

The Contractor shall submit a detailed System Security Plan, utilizing Exhibit 4, System Security Plan template, to the Department's Contract Manager, within thirty (30) days of contract execution. The System Security Plan will be provided to the Department's Information Security Manager for review and approval. The Contractor will be notified in writing of approval or rejection of the plan by the Department's Contract Manager. If rejected, the Contractor will have five (5) days after notification to re-submit the plan for approval. The plan must be approved by the Department no later than forty-five (45) days of contract execution.

The System Security Plan shall:

1. Ensure optimal security protection for the Solution and all related equipment installed. The system must be accessible via an approved method determined by the Department. All connectivity will require that approved access controls are enabled to ensure that a device, data, or function is accessible only by End User(s) and processes.

2. Certify that a cyber security program is in place within its organization and that sufficient, qualified security professionals are on-staff to ensure the following minimum requirements are met at all times during the Contract term, any renewals and extensions:
  - a. Must have a data protection and privacy policy that, at a minimum, complies with Rule 74-2, Information Technology Security, Florida Administrative Code (F.A.C.);
  - b. Must have a security policy for monitoring and detecting security events and fraud detection/prevention;
  - c. Must have an incident response capability that notifies the Department of a breach, or suspected breach, including forensics evidence in the event of a data breach;
  - d. Must have security protocols for protection of backup media;
  - e. Must have a documented methodology for establishing and maintaining End User access controls; and
  - f. Must verify that the Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department, to protect and secure data at rest and in transit.

### 3. Encryption/Data Protection

Ensure all cryptographic modules of the virtual line Solution maintain either a FIPS (“Federal Information Processing Standards”) 140-2 certification and/or latest State standard. This provision also applies to the data-at-rest and data-in-transit protections provided/enabled by the Solution, even if protection of data-at-rest and/or data-in-transit is/are implemented by external modules (rather than the Solution itself). The Solution must provide data protection capabilities. The device-based component(s) of the Solution must provide/enable data-at-rest encryption for sensitive data (e.g., PII – SSN, date of birth, driver license number, etc.). A description of the types and levels of encryption features available, how and when they are applied and their ability to allow the Department to hold the encryption key escrow, shall be included in the Contractor’s System Security Plan.

### 4. Disposition of Data

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

- a. Dispose of the data received and provide written notification of disposal to the Department’s Contract Manager within thirty (30) days of the retention period end date. The written notification shall contain the following information:
  - 1) End date of five (5) year retention period;
  - 2) Type of files disposed of;
  - 3) Method of disposal (see Item c., sub-items 1. - 6. below);
  - 4) Date data files were disposed of; and
  - 5) Confirmation that all data has been disposed of.
- b. Ensure each piece of equipment that has a data storage mechanism, provided and maintained under the Contract, is properly sanitized to ensure data cannot be retrieved

from media prior to disposal, replacement, reuse, or removal. File deletion and formatting media are not acceptable methods of sanitization.

- c. Acceptable destruction methods for various types of media include:
- 1) If paper documents contain confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
  - 2) If paper documents containing confidential information require special handling; recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.
  - 3) If confidential or sensitive information has been contained on optical discs (e.g., CDs, DVDs, Blu-ray, etc.), the data recipient shall either destroy by incineration the disc(s), shred the discs, or completely deface the readable surface with a coarse abrasive.
  - 4) If confidential or sensitive information has been stored on magnetic tape(s), the data recipient shall destroy the data by degaussing, incinerating, or crosscut shredding.
  - 5) If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
  - 6) If data has been stored on removable media (e.g., USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

## **F. Disaster Recovery and Return to Service Plans**

### **1. Disaster Recovery Plan**

- a. The Contractor shall submit to the Department's Contract Manager within thirty (30) days of contract execution, a Draft Disaster Recovery Plan (marked as "Draft") for the Solution, which must be approved by the Department's Information Security Manager prior to Department acceptance. At a minimum, the Draft Disaster Recovery Plan shall include detailed procedures on returning unavailable service to complete availability at the secondary hosting site, within twenty-four (24) hours of a disaster event at the primary hosting site.
- b. The Department will have five (5) business days for initial review and for provision of notice to the Contractor that the Draft Disaster Recovery Plan has either been accepted or rejected. If accepted, the Department will provide written approval and the Contractor shall submit the Final Disaster Recovery Plan (marked as "Final") to the Department's Contract Manager. If the Draft Disaster Recovery Plan is rejected, the written notice must include the reason(s) for rejection. The Contractor shall have three (3) business days after receipt of notice of rejection to address the Department's concerns and resubmit the Draft Disaster Recovery Plan (marked as "Draft").



If necessary, for good cause shown, the parties may mutually agree to extend the above stated timeframes, in writing, in regard to review of any Disaster Recovery Plan.

Submission for Department approval of the Final Disaster Recovery Plan shall not exceed forty-five (45) days after contract execution.

- c. The Contractor shall update and maintain the approved Final Disaster Recovery Plan annually on the Contract anniversary date during the Contract term, renewals and extensions. Any updates to the Disaster Recovery Plan must be provided to the Department's Contract Manager within thirty (30) days of the annual update and will be reviewed and must be approved by the Department's Information Security Manager prior to Department acceptance.
- d. The Contractor shall notify the Department's Contract Manager or designee, within two (2) hours, by phone and email, of any event requiring execution of the Contractor's Disaster Recovery Plan.
- e. The Contractor will coordinate testing of its Disaster Recovery Plan with the Department's Information Systems Administration (ISA) staff and the Information Security Manager. Testing requirements and timeframe shall be specified in the Final Implementation Plan.

## 2. Return to Service Plan

- a. If the Contractor's Disaster Recovery Plan is utilized and after the disaster event is concluded, the Contractor has ten (10) days to submit a written proposal of the Contractor's Draft Return to Service Plan (marked as "Draft"), to the Department's Contract Manager.

The Draft Return to Service Plan shall outline all steps the Contractor will take to return to complete operational status at its primary hosting site and the timeframes for doing so. The Draft Return to Service Plan shall demonstrate steps sufficient to support a return of the primary hosting site to full service delivery as quickly as possible, but in no event longer than two (2) months after the Department's approval of the Return to Service Plan.

The Department will have ten (10) days after receipt of the Draft Return to Service Plan for initial review and for provision of notice to the Contractor that the Draft Return to Service Plan has either been accepted or rejected. If accepted, the Department will provide written approval and the Contractor shall submit the Final Return to Service Plan (marked as "Final") to the Department's Contract Manager. If the Draft Return to Service Plan is rejected, the written notice must include the reason(s) for rejection. The Contractor shall have ten (10) days after receipt of notice of rejection to address the Department's concerns and resubmit the Draft Return to Service Plan (marked as "Draft").

If necessary, for good cause shown, the parties may mutually agree to extend the above stated timeframes, in writing, in regard to review of any Return to Service Plan.

Submission for Department approval of the Final Return to Service Plan shall not exceed thirty (30) days after receipt of original "Draft" Return to Service Plan.

- b. The two (2) month time-period for returning to complete operational status may be extended at the sole discretion of the Department. Such extension shall be issued in writing by the Department's Contract Manager.

## **G. Maintenance of Equipment, Systems, and Software**

The Contractor shall provide continual equipment, systems and software maintenance to ensure that it minimally operates in a manner as described in and contemplated by this RFP, including up-to-date security patches and version upgrades. **The prospective Contractor shall submit with its proposal a Remedial Maintenance Plan and a Service Request Plan.**

### 1. Remedial Maintenance

The Contractor shall provide remedial maintenance during the Contract term. This maintenance shall be based upon the **Remedial Maintenance Plan submitted as part of the RFP response**. The plan shall cover the remedial maintenance of all equipment, systems, and software included in the Contractor's response incorporated in the resulting contract, and as otherwise included in the Contract, and must meet the requirements of the RFP. The Contractor will perform remedial maintenance to keep the equipment in good working condition.

Remedial Maintenance, at a minimum, must meet each of the following:

- a. Remedial maintenance personnel must be provided as identified in the Remedial Maintenance Plan to service the identified geographic locations in Exhibit 1, Driver License Offices and Exhibit 2, Tax Collector Offices, as applicable. The same number of personnel shall be maintained throughout the Contract term, any renewals and extensions, unless otherwise agreed to by the Department in writing.
- b. A single point-of-contact email address shall be provided for the Department to report all remedial maintenance activities to, as well as the contact's position description, hours of operation, expected wait times for service, and contact methods, other than email, for reporting maintenance requests, outlined in the Remedial Maintenance Plan.
- c. The Contractor shall provide remedial maintenance in accordance with the handling procedures identified in its Remedial Maintenance Plan, from logging of a request for remedial maintenance through final resolution. All identified steps shall be complied with, including logging, initial diagnosis, initial resolution, and escalation and final resolution, as applicable.
- d. The Contractor shall cooperatively work with the Department in carrying out all expectations regarding participation by the Department and/or its agent(s) in the activities in the Remedial Maintenance Plan and dependencies between these activities.
- e. The principal period of remedial maintenance shall be from 7:30 a.m. to 6:00 p.m. local time, Monday through Friday. At the discretion of the Department, the principal period of remedial maintenance may be changed for an installation site by written amendment that states the alternative hours of maintenance for that site.
- f. The Contractor must stock and maintain necessary levels of "hot spares" and spare parts to provide maintenance per the requirements, terms, and conditions of the Contract. Parts required for maintenance may be shipped, at no additional cost to the Department, directly to the Agency Site/Field Office being serviced.

- g. Maintenance service must include unlimited replacement parts and unlimited service requests to any and all Agency Site/Field Office locations during the principal period of maintenance.
  - h. Space for Contractor personnel and warehousing of spare parts, supplies, and equipment must be at the Contractor's expense and will not be provided by the Department.
  - i. Only new parts approved by the original equipment manufacturer for the specific equipment being serviced must be used when replacement parts are required. If new parts are unavailable, the Contractor must request and receive Department approval, in writing, for the use of manufacturer-certified refurbished parts.
  - j. All maintenance requests will be submitted to the Contractor's central dispatch office (single point of contact email address) via the Department's Service Manager System.
  - k. Once a request for maintenance has been placed by the Department's Technical Assistance Center (TAC), Contractor personnel must acknowledge receipt of the request in the Department's electronic Service Manager System within thirty (30) minutes and must thereafter contact the office manager or their designee within thirty (30) minutes after acknowledgement at the Agency Site/Field Office location requiring maintenance. After the Contractor has acknowledged receipt of the request, the following repair/resolution time will apply:
    - 1) Equipment - Contractor must resolve the issue within three (3) hours.
    - 2) Solution system or its software - Contractor must resolve the issue within three (3) hours.
- (Note: The thirty (30) minutes for acknowledging the request via the Service Manager System are not counted as part of the repair/resolution timeframe.)
- l. The Contractor shall have an established high-priority escalation procedure for urgent or emergency requests, which the Department can utilize in order to bypass the normal process for requesting remedial maintenance.
  - m. Each request placed to the central dispatch office will use a Service Manager reference number assigned by the Department's TAC. The reference number assigned by TAC will be used by both Contractor and Department personnel when reporting required information or attempting to resolve associated problems.
  - n. Upon completing the required remedial maintenance, and before leaving the Agency Site/Field Office, or before leaving the Agency Site/Field Office if remedial maintenance is incomplete, the Contractor's maintenance personnel must notify the Agency Site/Field Office's office manager and update the Service Manager System to report the site status and time of departure.
  - o. In the event of technical issues related to the Service Manager System, TAC may update the incident resolution time in the Service Manager System on the Contractor's behalf. Contractor's maintenance personnel may not provide services in response to requests that were not placed by or through the Department's TAC (see, paragraph 2 (d), below).
  - p. Incidents are not to be considered closed until the Service Manager System is updated to reflect that the incident is resolved. Incidents not resolved by the Contractor within the

completion times required (as described in sub-item (k), above), are subject to liquidated damages as indicated in Section D.20, Performance Standards and Liquidated Damages.

- q. An escalation procedure shall be established whereby Contractor service personnel assigned to perform remedial maintenance (i.e., Field Technicians) may receive assistance from the Contractor in problem determination and/or resolution, if necessary, to ensure a timely repair of any equipment or equipment component or operating system. A copy of the Contractor's escalation procedure must be provided to the Department's Contract Manager prior to installation of equipment at the first designated Agency Site/Field Office indicated in the Final Installation Schedule. Any issues with the escalation procedure will be discussed with the Contractor who shall make all reasonable changes requested. Changes shall be deemed to be reasonable if they do not increase costs to the Contractor related to time or staffing.
- r. During the Contract term, if any system equipment or equipment component requires remedial maintenance more than three (3) times in a thirty (30) day period, the Contractor must replace the component within fourteen (14) days of a request to do so by the Department. The only time a component will not be required to be replaced is if remedial maintenance was required due to fault or negligence attributable to the Department. In case of replacement, the Contractor must follow the Department's procedures outlined in Section D.12, Site Inventory, regarding property tags, transfer documents, etc.
- s. The Contractor shall maintain all system equipment and equipment components at each Agency Site/Field Office.

## 2. Service Requests

- a. During the Contract term, the Contractor shall follow its detailed **Service Request Plan submitted as part of the RFP response**, in addressing remedial maintenance requests (unless otherwise indicated in sub-item 1., above), and requests related to equipment change-outs, additions, and moves. The Department will require the Service Request Plan to incorporate steps to ensure service requests related to additional or moved systems and equipment are handled in a manner that is consistent with the Department's Change Management Process (Exhibit 5, Change Management Policy) for submitting change requests for review and approval, communication plans, testing plans and back-out plans.
- b. The Contractor shall cooperatively work with the Department in carrying-out all expectations regarding participation by the Department and/or its agent(s) in the activities in the Service Request Plan and dependencies between these activities.
- c. The Department reserves the right to request the Contractor to make changes to its Service Request Plan processes if requests are not being timely and completely responded to.
- d. TAC will collect all maintenance and other service requests and route them to the Contractor's single point of contact email address via the Department's Service Manager System. The Contractor will provide updates related to maintenance and service requests through the Service Manager System (e.g., notification that request is received, problem resolution, etc.).
- e. All requests for service will be placed by TAC to the Contractor's central dispatch office (single point of contact (email address) via the Department's Service Manager System. Requests for service of equipment covered by the Contract initiated by anyone other than

those individuals working within TAC or the Department's Contract Manager, must not be responded to by the Contractor. Should Contractor personnel perform services not authorized as indicated in this section, the Department will not be held responsible for, and will not pay for, work performed.

- f. Priorities for service requests, while generally the responsibility of the Contractor's central dispatch office and/or the appropriate Contractor's supervisory personnel, may be altered by the Department from time-to-time, based on Agency Site/Field Office criticality as the Department deems necessary.
- g. The Department will make every effort to confirm the need for remedial maintenance prior to placing a request for such service; however, there will be times when service personnel may arrive at the designated site and find no issue. The Contractor will not charge, and the Department will not pay for, "no-issue" service requests occurring during the principal period of maintenance.
- h. When a problem is not originally identifiable as an equipment problem as opposed to a software or communication/network problem, and remedial maintenance service is requested, the Contractor will not charge, and the Department will not pay, for work or assistance rendered in diagnosing or attempting to diagnose the problem, regardless of the source, if such diagnostic service occurs during the principal period of maintenance.

### 3. Preventive Maintenance

- a. The Contractor shall provide to the Department for approval, a detailed Preventive Maintenance Plan within thirty (30) days of Contract execution. The plan shall cover preventive maintenance activities (which shall be carried-out consistent with all applicable manufacturers' recommendations) and include a means for reporting the maintenance activities to the Department, in accordance with this RFP, and as otherwise stated in the Contract. The Department will review the plan within ten (10) business days and notify the Contractor of any issues that would result in the plan not meeting Department needs or requirements. The Contractor shall resolve all identified issues within ten (10) business days of receipt of notice.
- b. The Contractor shall follow Exhibit 5, Change Management Policy, for all planned changes to systems, components, and installations. This includes firmware upgrades, planned installations, and equipment upgrades, but does not include unplanned outages or remedial maintenance repairs.
- c. Preventive maintenance must be scheduled on a regular basis as recommended by the original equipment manufacturer. The Contractor shall maintain a log indicating the equipment items to receive preventive maintenance and when preventive maintenance will be scheduled.
- d. Unless the maintenance requires the equipment to be inoperable or will otherwise interrupt Agency Site/Field Office service, preventive maintenance will be performed during normal operating hours at a time mutually agreed to by the Agency Site/Field Office's office manager and the Contractor. Normal hours of operation for each office will be provided to the Contractor by the Department in a list within sixty (60) days of Contract execution.
- e. If the equipment is not included under a set preventive maintenance schedule, meaning its maintenance is on an "as needed" basis, the equipment must be cleaned whenever the equipment is repaired.

#### 4. Operations and Maintenance Manuals

- a. The Contractor must provide to the Department detailed manuals, to include but not be limited to, user manuals, service manuals, technical bulletins, addendums, and technical specification sheets, describing all operations and routine maintenance related to the proposed equipment and systems. Original manufacturer specifications (copies are acceptable) shall also be included. The Contractor must provide a Draft Operations and Maintenance Manual to the Department's Contract Manager fifteen (15) days before commencement of installation at any Pilot Site. A production copy must then be provided within ten (10) days of the conclusion of the Pilot.
- b. Manuals shall be provided in an electronic format agreed to by the Department. The Contractor may submit a single electronic manual addressing both operations and maintenance, containing URLs. The manual must also allow for editing by the Department.
- c. Manuals shall be kept up-to-date by the Contractor, regardless of the form of the update(s) (e.g., paper, digital, etc.) for the entire Contract term. These manuals must be maintained and made available electronically at no cost to the Department.

#### 5. Documentation

One (1) set of manufacturer/developer's hardware/software manuals must accompany each delivered system. In addition, an electronic set of all documentation shall be provided for the Department's systems developers.

### D.7 IMPLEMENTATION PLAN REQUIREMENTS

#### A. Preliminary Implementation Plan

1. Prospective Contractor shall develop and **submit with its proposal** an overall project Preliminary Implementation Plan in Gantt chart format outlining the steps necessary to implement the Solution contemplated by this RFP. This plan shall provide sufficient detail to show that the Contractor has a clear understanding of the types of implementation tasks to be performed for a project of this scope and size, as well as an understanding of the principles of good project management. The plan shall list, at a minimum, all major tasks in chronological order, the estimated duration for task completion, and the number and type of resource(s) assigned to each task.

In addition, prospective Contractors must provide as part of their Preliminary Implementation Plan, all anticipated installation requirements, such as environmental requirements, for the solution. These shall include, but not be limited to, any networking, power, or facility requirements that are essential to the successful installation and subsequent operation of the solution. The installation requirements shall also include the amount of floor space (in square feet) required for the proposed solution at each installation Agency Site/Field Office.

2. The Department will meet with the Contractor within fifteen (15) days after notification of contract execution, unless otherwise agreed-to in writing, to discuss the Contractor's proposed Preliminary Implementation Plan and anticipated timeframes and to determine information and other resources needed to complete a Final Implementation Plan. Meetings with the Department to complete the Final Implementation Plan shall be attended by the Contractor at no cost to the Department.

## **B. Final Implementation Plan**

1. The Contractor shall submit a Final Implementation Plan for Department approval within thirty (30) days after contract execution, or any other timeframe mutually agreed upon by both parties in writing.
2. The Final Implementation Plan shall be based on the Preliminary Implementation Plan submitted with the Contractor's response to the RFP. To ensure a successful implementation, the Final Implementation Plan shall include, but not be limited to the following:
  - a. Detail specific timeframes;
  - b. Activities/tasks;
  - c. Responsibilities;
  - d. Key milestones to be met;
  - e. Final Installation Schedule;
  - f. Training Schedule;
  - g. Disaster Recovery Plan testing requirements and timeframe;
  - h. Upgrades or additions;
  - i. Mutually agreed-upon changes to the Contractor's current processes and/or systems, if applicable;
  - j. An itemization of all activities, such as product delivery, that the Contractor will undertake during the period of the Contract. These activities shall have established deadlines and timeframes;
  - k. Job descriptions for and number of personnel to be assigned to equipment installation, testing, and implementation of the project;
  - l. Identification and labeling on a comparative scale of the criticality of activities in the implementation plan, based on significance to successful implementation and functionality of the Solution; and
  - m. 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.
3. The Department will approve the Final Implementation Plan, in writing, within five (5) days of receipt. Implementation dates may be changed by mutual consent of the Contractor and the Department. Such mutual consent must be in writing and signed by the Contractor and the Department.
4. 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.20, Performance Standards and Liquidated Damages, shall become available to the Department.

5. The Contractor shall participate in both face-to-face meetings and conference calls with the Department and relevant parties prior to the start date of the Contract for purposes of coordinating implementation activities.

#### **D.8 SITE SURVEY AND AGENCY SITE/FIELD OFFICE READINESS**

- A. The Contractor shall conduct a site survey of each Agency Site/Field Office location included under the Contract, which shall be performed at least forty-five (45) days prior to the scheduled installation at that Agency Site/Field Office location.
- B. The purpose of the site survey is to permit the Contractor to review the readiness of each Agency Site/Field Office location (including pilot locations) in comparison with the Agency Site/Field Office location and/or environmental requirements identified in the Contractor's response, as applicable, and to provide the Contractor with the opportunity to identify all requirements that should be met in order for Agency Site/Field Office locations to be ready for installation of the Contractor's equipment and software.
- C. After surveying a site, the Contractor must notify the Department's Project Manager, in writing, of any issues at the Agency Site/Field Office location that would cause it not to conform to the requirements for site installation set forth in the Contractor's response. The Contractor shall clearly identify the Agency Site/Field Office location name and location, the date the Agency Site/Field Office location was surveyed, and all conditions (including equipment required to be de-installed) that would prevent successful installation and/or operation of the equipment and software.

Modifications that would permit the equipment and/or software to be successfully installed/operated (e.g., enhancements/upgrades to the Agency Site/Field Office electrical power supply) shall also be identified. In addition, any unique cabling or software requirements related to Tax Collectors who maintain their own networks and prefer to connect peripheral equipment locally in unique ways must be identified.

- D. The Contractor shall also identify the location at the Agency Site/Field Office location where de-installed equipment is to be placed. If there is insufficient space available to house the de-installed equipment, the Contractor shall contact the Department's Contract Manager to discuss other options.
- E. The Contractor shall utilize Exhibit 6, Site Survey Report Form, (or similar format containing the same information), to report the results of each site survey.
- F. The Department may waive the forty-five (45) day minimum requirement in writing as to any Agency Site/Field Office location, if deemed by the Department to be in its best interests.
- G. The written results for each Agency Site/Field Office location surveyed shall be submitted by the Contractor to the Department's Contract Manager at least thirty (30) days prior to the scheduled installation at that Agency Site/Field Office location. The Department may waive the thirty (30) day requirement in writing, if deemed by the Department to be in its best interests.
- H. The Department shall be responsible for ensuring that each Agency Site/Field Office location is prepared in accordance with the items identified in the written site survey results (Exhibit 6, Site Survey Report Form or similar form) including de-installation of equipment, as required,



prior to the date established in the Final Installation Schedule for delivery of equipment. The Department will make every effort to ensure each respective Agency Site/Field Office location is prepared no less than five (5) business days prior to the scheduled delivery date for that Agency Site/Field Office location, as defined in the agreed-upon Final Installation Schedule. The Department's Project Manager will be responsible for communicating with the Contractor that an Agency Site/Field Office location is ready for installation. If the Contractor arrives at an Agency Site/Field Office location that has been indicated as ready for installation and the Agency Site/Field Office location has not been made-ready in compliance with the written site survey results, the Contractor must notify the Department within one (1) business day in writing of all deficiencies found. The Department will make every effort to correct the listed deficiencies in order to facilitate installation in accordance with the Final Installation Schedule. If the Department is not able to correct all deficiencies to permit for timely installation, the Department's Project Manager will immediately contact Contractor's Project Manager and the date for installation at that Agency Site/Field Office location will be re-established based upon the time required to correct the deficiencies.

## **D.9 INSTALLATION AND USER ACCEPTANCE TESTING (UAT)**

### **A. Installation Requirements**

The Contractor shall deliver and install all equipment, accessories and software (i.e., complete Solution) in all Agency Site/Field Office locations throughout the state in accordance with the agreed-upon Final Installation Schedule. The Roll-Out Period (i.e., timeframe during which installation is occurring) will begin within fifteen (15) days of a successful pilot (i.e., Pilot Compliance Review passed by all pilot Agency Sites/Field Offices) and must be completed in thirty (30) days or less, but no later than September 25, 2018. Installation shall proceed in accordance with this schedule and shall meet the following requirements:

1. All required system and application software to be installed pursuant to the Contract is to be pre-staged at the Contractor's location (to be determined by the Contractor) and tested for each Agency/Field Office for which equipment is to be installed prior to shipment. Other equipment (e.g., cables, connectors and other non-configurable pieces, etc.) must be brought to the site at the time of installation. (NOTE: Some Tax Collectors who maintain their own networks prefer to connect peripheral equipment locally in unique ways. If a county chooses to do so, they must provide any special/additional cables, software, etc. at their own expense.)
2. The Contractor shall perform installation in accordance with the following work-schedule:
  - (a) Day One: Begin installation of complete Solution, run new installation equipment diagnostics, training, etc. To begin at 6:00 p.m. and continue until complete system is installed and successfully tested by the Department (see item 10., below), or by no later than 10:00 p.m. local time unless another time is mutually agreed upon. Contractor personnel may leave the site once installation is completed, but personnel must be available to return to the site upon request within two (2) hours if necessary to answer questions and resolve issues;
  - (b) Day Two: If installation and training is not completed on day one, Contractor personnel will return to the site and complete installation of complete Solution, run new installation equipment diagnostics, training, etc. Contractor personnel may leave the site when all equipment is installed and successfully tested by the Department (see item 10., below), or by no later than 10:00 p.m., local time, unless another time is mutually agreed upon. Contractor personnel must be available to

return to site upon request within two (2) hours, if necessary, to answer questions and resolve issues; and

- (c) Day Three: Turn complete Solution over to office personnel for operation. Contractor personnel must be on-site to ensure all components are operating within established specifications, answer questions and resolve issues. If no unresolved issues exist, Contractor personnel may leave the site at 12:00 p.m., local time, for Agency Sites/Field Offices, but personnel must be available to return to site upon request within two (2) hours if necessary to answer questions and resolve issues.
3. Installation **WILL NOT** occur in the Agency Sites/Field Offices during their regular office hours, unless otherwise agreed to by the Department. All Agency Sites/Field Offices operations must continue following the installation process. Full installation of the equipment must be completed by the time-period noted in the Final Installation Schedule.
  4. As part of the equipment installation, all currently-installed queuing system equipment that will be replaced as a result of this RFP, will be de-installed by the Contractor at all installation sites. The Contractor will ensure that de-installed equipment is placed in the designated storage location at the installation site. This storage location will be the same location identified in the written site survey results submitted by the Contractor to the Department's Contract Manager as referenced in Section D.8, Site Survey and Agency Site/Field Office Readiness, above.
  5. At the time of installation, the Contractor must complete a Site Inventory Form referenced in D.12, Site Inventory, below, for each site at which equipment is installed.
  6. Contractor-supplied cables should be installed in an organized manner to minimize space taken up by the cables and to ensure that cables are not twisted or knotted. Cables should be installed in a manner that is not intrusive to the user workspace.
  7. The Contractor shall install all Contractor-supplied software and drivers required to ensure a complete installation and to render the installed equipment fully operational in accordance with the intent of this RFP.
  8. Following installation of equipment, Contractor personnel must remain at the installation Agency Site/Field Office as required in item 2., above, ensuring that all components are operating within established specifications. As soon as the installed system is running appropriately and is accepted by the Department or its designated Agents, Contractor personnel may depart the site. If issues arise after contractor personnel have left a site, personnel will return within two (2) hours to resolve and address all issues to the Department's satisfaction.
  9. All equipment, consumables, and all other items comprising the Contractor's Solution, shall be delivered to the appropriate Agency Site/Field Office. All equipment and software shall be installed, peripheral equipment connected, and testing of the complete Solution shall be successfully conducted. Operational status of all equipment shall be assured, prior to acceptance of the equipment/system by the Department for each respective site.
  10. Installation Acceptance Testing (see, Section, D.1, Definitions and Acronyms, for definition) will be conducted by the Department to determine if all installed equipment/software can be powered on and accessed by the Department. This

Installation Acceptance Testing will be considered successful if there are no unresolved Contractor-related issues.

## **B. User Acceptance Testing (UAT)**

The Solution will be subject to and must pass a UAT Compliance Review to be conducted by the Department. The UAT Compliance Review must verify that all components of the Solution have been successfully installed and integrated, and operate and function in accordance with all of the following: the specifications set forth in the RFP; all specifications and operational requirements established by the respective manufacturers; the Contractor's response (to the extent the response does not conflict with the RFP and Contract); and all requirements set forth or incorporated in the resulting contract.

1. Within fifteen (15) days after contract execution or any other timeframe mutually agreed-upon by both parties, the Contractor must deliver to set-up at the primary hosting site, all computer hardware necessary for conducting the UAT Compliance Review of the Contractor's proposed Solution.
2. The Contractor shall be available, within three (3) days after Contract execution, to work with the Department on the design and layout of any physical infrastructure and software changes required for implementation of the Solution, including but not limited to servers, network connectivity, and software implementation(s), which must be completed and approved in writing by the Department within twenty (20) days after Contract execution or any other timeframe mutually agreed upon by both parties.
3. Upon successful installation of the equipment and/or software referenced above, the Contractor's engineering team, described in Section D.15, Designated Personnel and Staffing Requirements, shall be available to work with the Department to integrate the Contractor's proposed Solution, to include any equipment and software interface, with the Department's infrastructure. This integration will precede the required UAT Compliance Review. The integration must be completed within forty-five (45) days after successful installation of the equipment. Integration is completed by demonstrating the ability to perform all of the mandatory functional requirements identified in this RFP.
4. Within one (1) business day after the successful implementation of the Solution, the Contractor must contact the Department's Contract Manager to request UAT Compliance Review. The Department will begin the review within one (1) business day of receiving this request. Results of the UAT Compliance Review will be provided to the Contractor in writing, stating a "pass" or "fail" result and listing all deficiencies, as applicable.
5. The Contractor must pass the UAT Compliance Review within forty-five (45) days after the Contractor submitted the request for UAT Compliance Review. If the Contractor has not successfully passed the UAT Compliance Review at the expiration of the forty-five (45) day period, the Department at its discretion, may extend the UAT period for an additional thirty (30) days in writing; however, even if an extension is granted, liquidated damages will be imposed as indicated in Section D.20, Performance Standards and Liquidated Damages. This written notice will identify all deficiencies and all UAT requirements that must still be met. If the Contractor cannot thereafter pass the UAT Compliance Review, within the stated timeframe, the Contract with the Contractor may be terminated. The Department reserves the right to award a contract to the next prospective Contractor or issue a new solicitation.

## **D.10 PILOT TO BE CONDUCTED**

- A. Within ten (10) days of passing the UAT Compliance Review noted in Section D.9, Installation and User Acceptance Testing (UAT), above, the Contractor must deliver and successfully install for Department testing purposes, the Solution equipment and software to be provided under the Contract, at Department-determined pilot Agency Sites/Field Offices. These Agency Site/Field Office locations will be representative of the locations to be serviced under the Contract.
1. Three (3) to five (5) pilot Agency Site/Field Office locations will be selected by the Department for the testing of the Contractor's Solution.
  2. The complete system component of the Solution will be installed at each pilot Agency Site/Field Office location in accordance with a schedule established by the Department. The pilot (operational) period for all Agency Site/Field Office locations shall commence upon installation at the last-included pilot site.
  3. The Department will permit a maximum of thirty (30) days for the entire pilot to be conducted.
  4. During the pilot, the Contractor's Primary Personnel identified in Section D.15, Designated Personnel and Staffing Requirements, must be available to the Department electronically, via phone, and in-person, as required by the Department to ensure that all components are operating within established specifications.
  5. The Contractor's Solution shall be tested at each pilot site.
  6. The Contractor shall perform all pilot site installations in accordance with the following work-schedule:
    - a. Day One: Begin installation of complete Solution, run new installation equipment diagnostics, training, etc. To begin at 6:00 p.m. and continue until complete system is installed and successfully tested by the Department (see paragraph (10), below), or by no later than 10:00 p.m. local time unless another time is mutually agreed upon. Contractor personnel may leave the site once installation is completed, but personnel must be available to return to the site upon request within two (2) hours if necessary to answer questions and resolve issues;
    - b. Day Two: If installation and training is not completed on day one, Contractor personnel will return to the site and complete installation of complete Solution, run new installation equipment diagnostics, training, etc. Contractor personnel may leave the site when all equipment is installed and successfully tested by the Department (see, paragraph (10), below), or by no later than 10:00 p.m., local time, unless another time is mutually agreed upon. Contractor personnel must be available to return to site upon request within two (2) hours, if necessary, to answer questions and resolve issues; and
    - c. Day Three: Turn complete Solution over to office personnel for operation. Contractor personnel must be on-site to ensure all components are operating within established specifications, answer questions and resolve issues. If no unresolved issues exist, Contractor personnel may leave the site at 12:00 p.m., local time, for Agency Sites/Field Offices, but personnel must be available to return to site upon request within two (2) hours if necessary to answer questions and resolve issues.

7. Each pilot site will be subject to and must pass a Pilot Compliance Review to be conducted by the Department following written notification to the Department's Contract Manager by the Contractor that all pilot Agency Site/Field Office locations are ready for review and approval.
8. The Pilot Compliance Review must verify that the Contractor's equipment has been successfully installed and integrated, and operates and functions in accordance with all of the following: the specifications set forth in the RFP; all requirements set forth or incorporated in the Contract; all applicable specifications and operational requirements established by the respective manufacturers; and the Contractor's RFP response, for a continuous period, not to exceed thirty (30) days.
9. Within one (1) business day after the Solution for all pilot Agency Site/Field Office locations have been installed, the Contractor must contact the Department's Contract Manager to request Pilot Compliance Review. The Department will begin the review within one (1) business day of receiving this request. If the Solution at all pilot Agency Site/Field Office locations meet the requirements and specifications noted in item 8., above, the Department's Contract Manager will notify the Contractor in writing that the Pilot Compliance Review has been successfully passed.
10. Results of the Pilot Compliance Review will be provided to the Contractor in writing, stating a "pass" or "fail" result. If the Department determines that the equipment **DOES NOT** pass the Pilot Compliance Review at this time, the Department's Contract Manager will notify the Contractor in writing of all deficiencies within three (3) business days. The Contractor must then correct all deficiencies noted within ten (10) business days of receipt of the Department's notice. Upon correction of all deficiencies, the Contractor will notify the Department's Contract Manager in writing that the deficiencies have been satisfactorily addressed and the site(s) is/are ready for re-evaluation.
11. The Contractor must pass the Pilot Compliance Review within thirty (30) days after the pilot begins (i.e., all pilot Agency Sites/Field Offices have been installed). If the Contractor has not successfully passed the Compliance Review at the expiration of the thirty (30) days, the Department at its discretion, may extend the compliance period for an additional thirty (30) days in writing; however, even if an extension is granted, liquidated damages will be imposed as indicated in D.20, Performance Standards and Liquidated Damages. The written extension notice will identify all deficiencies and all requirements that must be met. The Contractor must notify the Department in writing of readiness for re-evaluation within twenty-four hours of correction of the last-noted deficiency. If the Contractor cannot thereafter pass the Pilot Compliance Review, within the stated timeframe, the Contract with the awarded Contractor may be terminated.

If the Department determines that it is not in its best interests to terminate the Contract, the Department may continue to permit the Contractor to attempt to successfully pass the Pilot Compliance Review (liquidated damages will continue to be imposed until the review is successfully passed). If the Contract is terminated, the Department reserves the right to award a contract to the next highest-ranking contractor or to issue a new solicitation.

- B. Equipment will not be installed in any additional Agency Site/Field Office locations (i.e., those not included in the pilot) until the Contractor has been notified in writing that the Pilot Compliance Review has been successfully passed.
- C. During the pilot term, the Contractor shall keep and provide a service log to be maintained at each Pilot Site. This service log shall contain, at a minimum, information regarding each

maintenance request made from each site for each piece of equipment, using the example in Exhibit 7, TAC Service Request Log. Within the requirements of the service log, both Department personnel and its Agents, and Contractor's field technicians are required to update the status of the maintenance/resolution from original notification through resolution in the Department's Service Manager System.

- D. The Contractor must provide a Draft Operations and Maintenance Manual to the Department's Contract Manager fifteen (15) days before commencement of installation at any Pilot Site. A production copy must then be provided within ten (10) days of the conclusion of the Pilot.

## **D.11 TRAINING**

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

- A. Training on the operation of the Solution, including equipment, will be provided to individuals designated by the Department, and may include Department personnel or Agents acting on behalf of the Department.
- B. The Department and the Contractor will establish a mutually-agreeable training schedule that will be included in the accepted Final Implementation Plan.
- C. Training will be conducted on-site at each Agency Site/Field Office location, after the installation of all equipment and prior to the next business day, and must include all information necessary in order for personnel to successfully operate and manage the entire Solution and all of their components.
- D. Training must include all information necessary in order for personnel to successfully operate and manage equipment and competently navigate within the Solution.
- E. Training will be delivered by qualified Contractor personnel who are thoroughly familiar with the operation and maintenance of the entire Solution, which includes software and equipment.
- F. The Contractor must provide additional training when there is any change in equipment or operations (e.g., modifications, upgrades, etc.) at no additional cost to the Department at a mutually-agreeable schedule.
- G. The Department reserves the right to make audio and video recordings of any and all training sessions and to utilize the recordings in any manner.
- H. Training on "first-level troubleshooting" and on system diagnostics will be provided to the Department's Technical Assistance Center (TAC) within five (5) days of passing UAT Compliance Review. This training will include on-site instruction and Contractor-provided job aides and/or technical manuals.
- I. The Contractor shall develop a complete Operation and Troubleshooting Guide that will be provided to and approved by the Department within five (5) days of passing the UAT Compliance Review. This guide will be provided in an electronic format and updated whenever operational or troubleshooting changes occur. The guide should be written in terms understandable by general office staff.
- J. The Contractor must provide training to the Department's training personnel. The session must provide Department's trainers with the knowledge to teach other Departmental personnel how to properly use the Solution. The training must cover all Solution' features and functionality and the additional mandatory requirements.

## **D.12 SITE INVENTORY**

The Contractor shall maintain an up-to-date inventory of all equipment present at each Agency Site/Field Office location installed by or on behalf of the Contractor (if installation is subcontracted), under the Contract.

The Contractor shall be responsible for the following in regard to site inventory:

- A. Creation and maintenance of a detailed listing of each and every component installed and de-installed for each respective site that includes the number of equipment items at each Agency Site/Field Office location by model type and the associated equipment serial numbers. This listing shall identify each Agency Site/Field Office by name and address, the date the inventory was conducted. The list will also indicate the storage location of all de-installed equipment.
- B. The Contractor shall utilize Exhibit 8, Site Inventory Form Example, or a form with content and format substantially similar created by the Contractor. If the Contractor creates its own form, it must be available for use for every installation. All information shall be in an Excel format. Once the Site Inventory form (either Department-provided or Contractor-created) is completed, it shall be signed by a Department or Tax Collector employee and provided to the Department's Project Manager either via e-mail within one (1) business day of completion. (Note: A completed, approved Site Inventory Form will be required to be attached to Contractor invoices as indicated in Section D.23, Compensation, subsection B., Contract Payment, below.)
- C. The Contractor must affix to each piece of equipment a visible, easily viewable, and legible property tag or label, identifying the equipment, the original installation date, and serial number. The Contractor is responsible for ensuring that the information on the property tag/label remains readable at all times.
- D. This tag/label must remain affixed to the equipment throughout the use of the equipment including any relocations and/or service removals of the equipment.
- E. The Contractor shall ensure that the inventory list is immediately updated, and the updated list signed by a Department or Tax Collector representative, whenever equipment or components are added or de-installed/removed for any reason (e.g., change-outs, replacements, upgrades, or moves). The Contractor shall inform the Department's Project Manager of any discrepancies in the inventory list in writing as soon as the discrepancy is discovered.

The Contractor will not be responsible for lost or missing equipment or components after the Department or Tax Collector's representative (as applicable) has signed the Site Inventory Form accepting an installation. The Contractor will be responsible for losses related to equipment or components that were removed from an installation site by Contractor's personnel and not subsequently installed at another Agency Site/Field Office location (as documented by a signed Site Inventory Form) or not replaced with an item listed on a signed Site Inventory Form for the same Agency Site/Field Office location.

## **D.13 ADDITIONAL SYSTEMS, EQUIPMENT MOVES, AND OTHER CHANGES**

- A. Adding Complete Systems or Components

Upon no less than sixty (60) days' written notice to the Contractor (unless a lesser time is agreed between the parties in writing), the Department may request that additional complete

systems or components be installed or provided at any time during the Contract term, in addition to the estimated quantities identified in Exhibit 1, Driver License Offices, and Exhibit 2, Tax Collector Offices.

The Contractor must acknowledge and agree to the request in writing, and identify scheduling conflicts, if any, within thirty (30) days of the Department's request. The Department and Contractor will work together to resolve any conflicts. Equipment and software, if requested, must be offered at the original Contract price or current state government pricing, or at a negotiated price, whichever is lowest. The Contractor shall be responsible for ensuring that added systems and components are entered correctly on Exhibit 8, Site Inventory Form.

#### B. Moves and Changes

Occasionally, Agency Site/Field Office locations open, relocate, or close; therefore, the Contractor must provide sufficient qualified staff to install, de-install, and reinstall equipment to ensure that operations remain as uninterrupted as possible during the Contract term. These activities (i.e., opening, closing, and relocating) will be coordinated by the Department.

Whenever additional Agency Site/Field Offices are added or existing Agency Site/Field Offices closed, the following shall apply:

1. Upon no less than thirty (30) days' written notice to the Contractor (unless a lesser time is agreed between the parties in writing), the Department may request that existing Solution and components be de-installed, moved, and reinstalled in a new location at any time during the Contract term, any renewals and extensions.
2. The Contractor must acknowledge and agree to the request in writing, and identify scheduling conflicts, if any, within ten (10) business days of the Department's request. The Department and Contractor will work together to resolve any conflicts.
3. Equipment may not be transferred between locations without prior approval from the Department's Contract Manager.
4. The Department reserves the right to move any and all equipment from one location to another in order to meet its operational requirements. Such movement shall not void, invalidate, lessen, alter, or otherwise negatively impact any applicable warranties in any way.

#### C. Supplementary Equipment

1. Agency Site/Field Office locations shall be permitted to request additional equipment in order to supplement the number of items of equipment contemplated by this RFP at the same pricing as proposed by the Contractor and referenced in the resulting Contract. Any supplemented equipment shall be maintained by Contractor during the duration of the Contract term, including any renewal or extension, at no additional cost.
2. Agency Site/Field Office locations may choose to acquire additional/supplementary equipment from the Contractor through the Department, with the Department coordinating the acquisition and reimbursement from the Tax Collector.
3. The Contractor is responsible for ensuring that supplementary equipment acquired by the Department or Tax Collectors is added to Exhibit 8, Site Inventory Form. The use of the equipment must be attributed to the Department or Tax Collector and the equipment must be returned to the Contractor at the end of use or the Contract term.



#### **D.14 TECHNOLOGY UPGRADE**

- A. The Contractor shall obtain approval from the Department prior to installing any new equipment, not part of the original installation, during the term of the Contract. The Contractor shall begin installing the new equipment within ninety (90) days of Department approval (for all installations), under the same terms and conditions contained in the resulting Contract. Installation of the upgrade equipment shall be in accordance with the agreed-upon installation schedule (roll-out period).
- B. Replacement Due to Unavailability/Discontinuance of Equipment  

At any time during the term of the Contract, if equipment provided by Contractor becomes unavailable or discontinued, the Contractor agrees to notify the Department immediately and to work with the Department to identify acceptable replacement equipment. All replacement equipment must undergo Department-conducted UAT and pass a Compliance Review, where applicable, and meet at least the minimum specifications of the previous model. Final approval of any replacement model(s) will be at the Department's sole discretion. There shall be no costs to the Department for replacement of equipment provided under the Contract (including shipping, storage, installation, accessories, etc.), even if the replacement model costs more than the prior-utilized model. There shall be no interruption of service due to shortage or unavailability of acceptable replacement equipment.
- C. If updates to the Contractor-supplied equipment and/or software are required as a result of operating system patches, the Contractor-supplied equipment and/or software must be updated at no cost to the Department.
- D. If Contractor-supplied software needs to be updated to support new equipment, then that software must be able to support the new equipment and all previous equipment supplied under the Contract and the Contractor will work with the Department to establish an implementation plan for that software in all affected areas. The installation of this new software shall be at no cost to the Department.
- E. Any equipment, consumables, and/or software proposed for change must undergo Department-conducted UAT and pass a Compliance Review, where applicable.
- F. The Department has the sole discretion to accept or reject any equipment, consumables, and/or software changes provided/proposed by the Contractor during the Contract term.

#### **D.15 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 resultant Contract. The Contractor shall be prepared at all times to recruit qualified staff, as required, to implement all aspects of required service delivery within the stated timeframes.

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

##### **A. Primary Personnel:**

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

## 1. 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 is responsible for successful implementation, operation, and management of the Solution, 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, to discuss Contract-related activities including, but not limited to the following: the status of the Contract, deliverables, Contractor performance, equipment, Contractor-supplied software performance, reports, planning, etc. The Project Manager may be "present" in person, by telephone, or by electronic means (e.g., web-ex meetings, internet meetings, etc.), as determined by the Department.

Following successful implementation of the Solution, 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 will remain assigned to the Contract for no less than sixty (60) days following successful implementation of the Queuing System Solution and Appointment System Solution or until approval for release is agreed-to in writing by the Department, whichever occurs earlier. 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 may also be required to be physically on-site more often (including at Agency Sites/Field Offices), 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 related to the Solution 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) 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 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 Contract. The Project Manager shall have experience in managing and implementing the Solution and shall be adept in all aspects of the Contractor's Solution for effective oversight of all Contracted activities.

If the Project Manager resigns or otherwise ceases to work during the timeframe expected under the Contract, 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 in order 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.

2. 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, which will be held at the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida, 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 working knowledge of the equipment provided, installed, and serviced under the Contract. This working knowledge must be sufficient for the individual to fully understand the repairs made at all included sites and to competently communicate between the Contractor's field service personnel and the Department's technical staff.

3. 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, troubleshooting, and repair of equipment and software.

These individuals shall be available within ten (10) days of contract execution and shall remain assigned and working under the Contract until the Department accepts successful implementation.

An Engineering Team approach is required in order to ensure that at least one (1) member of the team is available during all business hours, nights, and weekends. The Department shall provide forty-eight (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 must function as the Technical Lead of the team and at least one team member is required to be on site during site installations. After successful implementation of the primary hosting site, 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 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.

## **B. Maintenance Staff/Personnel**

The Contractor must provide adequate, qualified staff to provide maintenance per the requirements and conditions of this RFP and resultant Contract as outlined below:

1. Within twenty (20) business days of Contract execution, the Contractor shall identify all personnel who will be providing maintenance on any component of the Solution and must provide the following to the Department's Project Manager prior to such personnel starting work under the Contract:
  - a. A contact list identifying all personnel by full name, title and area of responsibility, and including their telephone number(s). This list shall be and remain current and updated during the Contract term.
  - b. A means of identifying Contractor personnel. At a minimum, all Contractor personnel will be expected to wear ID badges and uniform/shirts with the Contractor's company name or logo readily visible at all times.
  - c. Credentials for Contractor personnel.

(Note: Subcontracted personnel will be expected to comply with all the above requirements.)

2. The above-identified items will be required to be submitted to the Department's Project Manager in order for maintenance personnel to have access to any site included under the Contract.
3. Contractor personnel must have knowledge and experience with all solution-related equipment proposed by the Contractor. This knowledge and experience must be sufficient for the individual to fully understand and repair and maintain the equipment and communicate with Department personnel/Agents.
4. Contractor personnel assigned to the Contract for any maintenance services must be available Monday through Friday, excluding state holidays, between the hours of 7:30 a.m. to 6:00 p.m., local time.

## **C. General Staffing Requirements**

1. 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.
2. The Contractor shall maintain staffing levels sufficient to complete the services and meet the requirements specified in the Contract. If the Contractor becomes aware at any time during the Contract term that its staffing levels, whether in regard to Primary Personnel or support or other personnel, are not sufficient to ensure timely, complete, and satisfactory service delivery under the Contract, it shall notify the Department's Contract Manager in writing (email sufficient).
  - a. In regard to 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 any staffing deficiencies within ten (10) business days.

- b. For all other staff, the Contractor shall notify the Department within fifteen (15) days of any changes in staffing levels and shall remedy any 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 Contract, it will advise the Contractor in writing and the Contractor shall address the Department-identified deficiencies in accordance with the timeframes noted above. All staffing deficiencies shall be resolved to the satisfaction of the Department.
3. 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 Contract will be highly skilled and have previous experience in the area of expertise to which they are assigned and expected to perform work.
4. If, in the Department's sole opinion, any Contractor personnel assigned to the project does not exhibit the knowledge, skills, abilities, or other qualities necessary to ensure timely and successful completion of work related to the project, the Department 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 Contract.
5. Should the Contractor desire to change any employees identified in their proposal (other than the Primary Personnel addressed above), the Department and the Contractor shall mutually agree on the change and the Department will approve the proposed replacement in writing. The Contractor shall provide a minimum of fifteen (15) business days' notice to the Department of the intended change. Any replacement personnel must have equal or greater qualifications, knowledge, and experience as the person being changed-out.
6. 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 Contract shall be provided by the Contractor.
7. Vacation time to be taken by the Contractor's Primary Personnel assigned to the project must be coordinated with the Department's Contract Manager. The Contractor must work with the Department regarding scheduling of vacation time for Primary Personnel to ensure that the Department's requirements for the project/contract are met.
8. Contractor personnel must abide by the state's Code of Ethics and maintain a professional appearance and demeanor at all times while conducting business with the Department or within any of its Agency Sites/Field Offices. All Contractor personnel shall wear an identification card with photograph and full-name, to be worn at all times. Contractor staff shall produce additional identification if deemed necessary by the Department.

9. All Contractor personnel will be required to complete and submit to the Department's Contract Manager Exhibit 9, Non-Disclosure Agreement within fourteen (14) days of being assigned to the Contract and annually thereafter, on the anniversary of the Contract execution date.
10. The Contractor shall conduct criminal records checks and driver license records checks for all Contractor and subcontractor personnel (if applicable) assigned to work under the Contract. In addition, any personnel working on any phase of the design, maintenance, or operation of the equipment shall be subject to Department security clearance or other security requirements contained in section 282.318, Fla. Stat., and Rule 74-2, Information Technology Security, F.A.C. Each employee of the Contractor and/or all subcontractors must pass a background check which meets requirements specified in the Federal RealID program, the most recent publication of the Criminal Justice Information Systems (CJIS) Security Policy and all applicable Florida Statutes and Florida Administrative Code rules. 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 the purpose of 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 Agency Site/Field Office or on any Department computer or network. All Contractor and subcontractor personnel (if applicable) assigned to work on the project shall receive and pass CJIS Security Awareness Training for the appropriate security level commensurate with their job task, as determined by the Department. The Contractor must provide a sworn statement to the Department in regard to each person assigned to the project/contract verifying that the individual has satisfactorily passed the background investigation prior to that individual beginning work on the project.

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.

## **D.16 PROJECT STATUS REPORTS AND MEETINGS**

During implementation of the Solution and continuing through the first year of the Contract, the Contractor shall keep the Department apprised of its progress in meeting all implementation and service delivery milestones and in addressing Contract-related issues. The following will apply:

### **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 each Wednesday by 3:00 p.m., EST, 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.

The frequency for submission of the Weekly Status Reports may be reduced after the first six (6) months of the Contract, based on mutual written agreement of the parties.

**B. 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. Such meeting may be required more often during project implementation and will be determined at the sole discretion of the Department. 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 herein. 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 frequency of the weekly meetings may be reduced after the first six (6) months of the 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 Manager in scheduling of status meetings and presenting issues for discussion at these meetings.

**C. Minority and Service-Disabled Veteran Business Enterprise Report**

The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see item 1., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.

1. The Contractor shall complete and submit Exhibit 10, Monthly Minority and Service-Disabled Veteran Business 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 the following Department email address:

bpcreporting@flhsmv.gov

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

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

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

## **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 Contract be canceled, terminated, or expire, and a new contract is subsequently executed with a firm other than the awarded 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.

### **A. Transition Meetings**

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.)

### **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 Contractor to the successor-contractor and the Department is an essential requirement of the 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 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 or 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.

#### **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 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.

#### **D.18 DEPARTMENT RESPONSIBILITIES**

The Department will provide the following services to assist the Contractor in ensuring that service delivery meets all of the terms and conditions of the Contract:

- A. Assign and designate a Department Project Manager and Backup Project Manager who shall be assigned from the start of the installation period until the new system(s) are installed and fully operational. The Department's Project Manager will serve as the Department's liaison for technical and operational issues.
- B. Assign and designate a Department Contract Manager who will act on the Department's behalf for the on-going administration of contractual matters, and who will coordinate and serve as the liaison for all Contract-related activities between the Department and the Contractor, including notifications not otherwise required to be issued by or to the Department's Project Manager.
- C. The Department will work with the 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., occurs.
- D. The Department will provide on-site personnel and will provide access to Contractor's personnel to sites and facilities for the following:

1. Installation – Department personnel will be available via electronic means to assist with any issues involving integration with the Department’s application.
2. Maintenance Requests – The Department’s Technical Assistance Center (TAC) will collect all maintenance requests and route them to the Contractor’s Service Coordinator (or other personnel designated in writing) via the Department’s electronic Service Manager System.

**D.19 DELIVERABLES**

The Contractor shall provide the deliverables described in Table 1 – Deliverables, below, to the Department’s Contract Manager for written approval. Final dates, milestones, or events related to submission of deliverables will be established in the Contract. During the Contract term, deliverable due dates may be modified, if approved in writing, in advance by the Department.

<b>TABLE 1 DELIVERABLES</b>		
<b>NO.</b>	<b>DELIVERABLE DESCRIPTION</b>	<b>ANTICIPATED DUE DATE</b>
1.	QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION	No later than September 25, 2018
2.	QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE	Per Final Implementation Plan
3.	INSTALLATION OF ADDITIONAL OFFICE – QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION	As Needed
4.	ADDITIONAL OFFICE – QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE	As Needed
5.	EQUIPMENT MOVES/CHANGES Monday – Friday 7:00 am – 7:00 pm (Local Time)	As Needed
6.	EQUIPMENT MOVES/CHANGES After Hours/Weekends/Holidays (Local Time)	As Needed
7.	APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION <b>(TAX COLLECTOR OFFICE ONLY)</b>	As Needed
8.	APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE <b>(TAX COLLECTOR OFFICE ONLY)</b>	As Needed

**D.20 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

**1. Table 1 - Performance Standards and 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 the indicated liquidated damages upon the Contractor for failure to comply with the performance standard requirements as set forth 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 must provide and maintain a sufficient supply of printer receipt paper in accordance with Section D.6, Services Provided by the Contractor, subsection A., Solution Requirements, item 1., Equipment, sub-item a., Ticket Printers.	\$100.00, per day, per Agency Site/Field Office, for any time quantity of receipt paper falls below the number of tickets issued at the site in the previous thirty (30) business days.
2.	The Contractor shall implement the mobile application in accordance with Section D.6, Services Provided by the Contractor, subsection A., Solution Requirements, item 2., Customer Access and Functionality, sub-item b., Mobile Application, (1), General Requirements.	\$250 per day, for each day not timely implemented until successfully implemented.
3.	The Contractor must establish an Identity Proofing process in accordance with Section D.6, Services Provided by the Contractor, subsection A., Solution Requirements, item 2., Customer Access and Functionality, sub-item b., Mobile Application, (4), Security Requirements, (c).	\$100.00, per day, for each day the Identity Proofing process is not established.
4.	The Contractor must provide Management Reports and Data Analysis tools in accordance with Section D.6, Services Provided by the Contractor, subsection A., Solution Requirements, item 6., Management Reports and Data Analysis Requirements.	\$250.00, per day, for each day Management Reports and Data Analysis tools are not provided.

<b>TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES</b>		
<b>NO.</b>	<b>PERFORMANCE STANDARD REQUIREMENT</b>	<b>LIQUIDATED DAMAGES TO BE IMPOSED</b>
5.	The Contractor shall submit/re-submit the Draft Online Survey for Department approval in accordance with Section D.6, Services Provided by the Contractor, subsection A., Solution Requirements, item 7., General Solution Requirements.	\$50.00, per day, for each day past the due date(s) until submitted to the Department.
6.	The Contractor shall submit the Final Online Survey for Department approval in accordance with Section D.6, Services Provided by the Contractor, subsection A., Solution Requirements, item 7., General Solution Requirements.	\$50.00, per day, for each day the Final Online Survey is not submitted to the Department.
7.	The Contractor's Solution must be accessible and operational 24/7/365 days per year in accordance with Section D.6, Services Provided by the Contractor, subsection A., Solution Requirements, item 8., System Platform Requirements.	\$500.00, per day, the Solution is not accessible and operational.
8.	The Contractor must install all infrastructure components in the primary hosting site in accordance with Section D.6. Services Provided by the Contractor, subsection C., Primary and Secondary Hosting Site.	\$100.00, per day, past the due date until installed.
9.	The Contractor must install all equipment and/or software in the secondary hosting site within fifteen (15) days of passing the UAT Compliance Review in accordance with Section D.6. Services Provided by the Contractor, subsection C., Primary and Secondary Hosting Site.	\$100.00, per day, the equipment and/or software is not installed in the secondary hosting site.
10.	The Contractor must provide the locations of the hosting sites in accordance with Section D.6. Services Provided by the Contractor, subsection C., Primary and Secondary Hosting Site.	\$50.00, per day, past the due date until provided to the Department.

**TABLE 1  
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

<b>NO.</b>	<b>PERFORMANCE STANDARD REQUIREMENT</b>	<b>LIQUIDATED DAMAGES TO BE IMPOSED</b>
11.	The Contractor shall provide on-demand data logs in accordance with Section D.6. subsection D., System and Data Backups.	\$100.00, per day, past the due date until provided to the Department.
12.	The Contractor shall submit and obtain Department approval of the System Security Plan in accordance with Section D.6, Services Provided by the Contractor, subsection E., Security and Fraud Prevention	\$100.00, per day, past the due date until submitted to the Department.  \$100.00, per day, the System Security Plan is not approved by the Department.
13.	The Contractor shall meet the disposition of data requirements in accordance with Section D.6, Services Provided by the Contractor, subsection E., Security and Fraud Prevention, item 4.	\$200, per incident in which the data was incorrectly disposed.  \$100, per day, for each day past the due date until the disposal notification is provided to the Department.
14.	The Contractor shall submit/re-submit the Draft Disaster Recovery Plan in accordance with Section D.6, Services Provided by the Contractor, subsection F., Disaster Recovery and Return to Service Plans, item 1., Disaster Recovery Plan, sub-items a. an db..	\$100.00, per day, for each day past the due date(s) until submitted to the Department.
15.	The Contractor shall submit a Final Disaster Recovery Plan in accordance with Section D.6, Services Provided by the Contractor, subsection F., Disaster Recovery and Return to Service Plans, item 1., Disaster Recovery Plan, sub-item b.	\$100.00, per day, for each day past the due date until submitted to the Department.
16.	The Contractor shall provide annual updates to the Final Disaster Recovery Plan in accordance with Section D.6, Services Provided by the Contractor, subsection F., Disaster Recovery and Return to Service Plans, item 1., Disaster Recovery Plan, sub-item c.	\$100.00, per day, past the due date until provided to the Department.
17.	The Contractor shall submit/re-submit the Draft Return to Service Plan in accordance with Section D.6, Services Provided by the Contractor, subsection F., Disaster Recovery Plan, item 2., Return to Service Plan, sub-item a.	\$100.00, per day, past the due date(s) until submitted to the Department.

**TABLE 1  
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

<b>NO.</b>	<b>PERFORMANCE STANDARD REQUIREMENT</b>	<b>LIQUIDATED DAMAGES TO BE IMPOSED</b>
18.	The Contractor shall submit a Final Return to Service Plan in accordance with Section D.6, Services Provided by the Contractor, subsection F., Disaster Recovery and Return to Service Plans, item 2., Return to Service Plan, sub-item a.	\$100.00, per day, for each day past the due date until submitted to the Department.
19.	The Contractor shall return the primary hosting site to complete operational status in accordance with Section D.6, Services Provided by the Contractor, subsection F., Disaster Recovery Plan, item 2, Return to Service Plan, sub-items a. and b.	\$100.00, per day, for each day the Primary Hosting Site is not returned to complete operational status.
20.	The Contractor shall acknowledge receipt of a service request and contact the office manager in accordance with Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment, Systems, and Software, item 1. Remedial Maintenance, sub-item k.	\$50.00, per incident, for failure to timely acknowledge receipt of a request or contact the office manager as required.
21.	The Contractor shall resolve equipment issues in accordance with Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment, Systems, and Software, item 1. Remedial Maintenance, sub-item k., (1).	\$25.00 per hour, for failure to resolve the issue as required, until fully resolved.
22.	The Contractor shall resolve Solution system or software issues in accordance with Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment, Systems, and Software, item 1. Remedial Maintenance, sub-item k., (2).	\$25.00, per hour, for failure to resolve the issue as required, until fully resolved.
23.	The Contractor shall provide an escalation procedure in accordance with Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment, Systems, and Software, item 1., Remedial Maintenance, sub-item q.	\$50.00, per day, for each day past the due date until provided to the Department.

**TABLE 1  
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

<b>NO.</b>	<b>PERFORMANCE STANDARD REQUIREMENT</b>	<b>LIQUIDATED DAMAGES TO BE IMPOSED</b>
24.	The Contractor shall replace any system component in accordance with Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment, Systems, and Software, item 1., Remedial Maintenance, sub-item r.	\$100.00, per day, for each day past the due date until provided to the Department.
25.	The Contractor shall provide a Preventive Maintenance Plan in accordance with Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment, Systems, and Software, item 3. Preventive Maintenance, subitem a.	\$50.00, per day, for each day past the due date until provided to the Department.
26.	The Contractor shall provide both a draft and a production copy of an Operations and Maintenance Manual (or manuals, if using two) in accordance with Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment, Systems, and Software, item 4. Operations and Maintenance Manuals.	\$50.00, per day, for each day past the due date until provided to the Department.
27.	The Contractor shall submit the Final Implementation Plan in accordance with Section D.7, Implementation Plan Requirements, subsection B., Final Implementation Plan.	\$100.00, per day, for each day past the due date until submitted to the Department.
28.	The Contractor shall conduct a site survey of each Agency Site/Field Office location in accordance with Section D.8, Site Survey and Agency Site/Field Office Readiness, subsection A.	\$100.00, per day, for each day the survey is not timely conducted, unless waived by the Department.
29.	The Contractor shall submit site survey results in accordance with Section D.8, Site Survey and Agency Site/Field Office Readiness, subsection G.	\$100.00, per day, for each day past the due date until submitted to the Department, unless waived by the Department.
30.	The Contractor shall notify the Department of all site deficiencies in accordance with Section D.8, Site Survey and Agency Site/Field Office Readiness, subsection H.	\$100.00, per day, for each day past the due date until provided to the Department.

**TABLE 1  
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

NO.	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
31.	The Contractor shall deliver and install the complete Solution in accordance with Section D.9, Installation and User Acceptance Testing (UAT) Sites, subsection A, Installation Requirements.	\$100.00 per day, for each day past the due date until provided to the Department.
32.	The Contractor shall <b>begin</b> the installation Roll-Out, and <b>complete</b> installation in accordance with Section D.9, Installation and User Acceptance Testing (UAT) Sites, subsection A., Installation Requirements.	\$250.00, per day, for each day past the Roll-Out begin date until provided to the Department.  \$250.00, per day, for each day past the completion due date until installation completion.
33.	The Contractor shall work with the Department on Solution implementation design and layout of any physical infrastructure and software change requirements in accordance with Section D.9, Installation, and User Acceptance Testing (UAT), subsection B., User Acceptance Testing (UAT).	\$500.00, per day, for each day following the 5 <sup>th</sup> day that the Contractor is not available as required.
34.	The Contractor shall complete integration in accordance with Section D.9, Installation and User Acceptance Testing (UAT), subsection B., User Acceptance Testing (UAT), item 3.	\$100.00, per day, for each day past the due date until completed.
35.	The Contractor must request UAT Compliance Review in accordance with Section D.9, Installation and User Acceptance Testing (UAT), subsection B., User Acceptance Testing (UAT), item 4.	\$100.00, per day, for each day past the due date.
36.	The Contractor must pass the UAT Compliance Review in accordance with Section D.9, Installation and User Acceptance Testing (UAT), subsection B., User Acceptance Testing (UAT), item 5.	\$100.00, per day, for each day past the due date until passed.
37.	The Contractor must deliver and successfully install the Solution equipment and software for testing at all pilot Agency Site/Field Office locations in accordance with Section D.10, Pilot to be Conducted, subsection A.	\$100.00, per day, for each day past the due date until successfully installed at all pilot sites.



**TABLE 1  
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

<b>NO.</b>	<b>PERFORMANCE STANDARD REQUIREMENT</b>	<b>LIQUIDATED DAMAGES TO BE IMPOSED</b>
38.	The Contractor must request Pilot Compliance Review in accordance with Section D.10, Pilot to be Conducted, subsection A., item 9.	\$100.00, per day, for each day past the due date.
39.	The Contractor shall correct all deficiencies noted in the Pilot Compliance Review results in accordance with Section D.10, Pilot to be Conducted, subsection A., item 10.	\$100.00, per day, for each day past the due date until all deficiencies are corrected.
40.	The Contractor must pass the Pilot Compliance Review in accordance with Section D.10, Pilot to be Conducted, item 11.	\$100.00, per day, for each day past the due date until passed.
41.	The Contractor shall provide both a Draft and a Production copy of an Operations and Maintenance Manual in accordance with Section D.10, Pilot to be Conducted, subsection D.	\$50.00, per day, for each day past the due date until timely submitted.
42.	The Contractor shall conduct on-site training in accordance with Section D.11, Training, subsection C.	\$100.00, per day, for each day past the due date training is not conducted, until provided to the Department.
43.	The Contractor shall provide training to the Department's TAC in accordance in Section D.11, Training, subsection H.	\$100.00, per day, for each day past the due date training is not conducted, until provided to the Department.
44.	The Contractor shall provide an Operation and Troubleshooting Guide in accordance with Section D.11, Training, subsection I.	\$100.00, per day, for each day past the due date until provided to the Department.
45.	The Contractor shall complete and submit inventory information in accordance with Section D.12, Site Inventory, subsection B.	\$100.00, per day, for each day past the due date until provided to the Department.
46.	The Contractor shall install complete systems or components in accordance with Section D.13, Additional Systems, Equipment Moves and Other Changes.	\$100.00, per day, for each day complete systems or components are not timely installed.

**TABLE 1  
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

NO.	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
47.	The Contractor shall acknowledge and agree to the addition of a complete system or component requests in accordance with Section D.13, Additional Systems, Equipment Moves, and Other Changes, subsection A., Adding Complete Systems or Components.	\$50.00, per day, for each day requests are not acknowledged or agreed to.
48.	The Contractor shall de-install and re-install equipment in accordance with Section D.13, Additional Systems, Equipment Moves, and Other Changes, subsection B., Moves and Changes.	\$100.00, per day, for each day equipment is not timely de-installed and re-installed.
49.	The Contractor shall acknowledge and agree to the de-installation and re-installation of equipment requests in accordance with Section D.13, Additional Systems, Equipment Moves, and Other Changes, subsection B., Move and Changes.	\$50.00, per day, for each day requests are not acknowledged or agreed to.
50.	The Contractor shall <b>begin</b> the installation Roll-Out, and <b>complete</b> installation of new, Department-approved equipment (not part of the original installation) in accordance with Section D.14, Technology Upgrade.	\$100.00, per day, for each day past the Roll-Out begin date until provided to the Department.  \$100.00, per day, for each day past the completion due date until installation completion.
51.	The Contractor shall provide sufficient, qualified and experienced personnel/staff to provide services in accordance with Section D.15, Designated Personnel and Staffing Requirements.	\$200.00, per day, for failure of the Contractor to timely provide sufficient, qualified and experienced staff.
52.	The Contractor shall ensure that all personnel complete and submit a Non-Disclosure Agreement in accordance with Section D.15, Designated Personnel and Staffing Requirements, subsection C, General Staffing Requirements, item 9.	\$100.00, per day, for each day the agreement is not timely completed and submitted.

TABLE 1 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES		
NO.	PERFORMANCE STANDARD REQUIREMENT	LIQUIDATED DAMAGES TO BE IMPOSED
53.	The Contractor shall submit Weekly Status Reports in accordance with Section D.16, Project Status Reports and Meetings.	\$50.00, per day, for each day past the due date until provided to the Department.
54.	The Contractor shall timely deliver all documents, records, reports, lists, data and any other information pertaining to the Contract in accordance with Section D.17, Transition Plan (In the Event of Contract Cancellation, Termination or Expiration).	Up to \$1,000.00, per day, for each day past the due date until provided.

## 2. General Liquidated Damages

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

## D.21 MONITORING

- A. The Department's Contract Manager or designated Department staff will perform monitoring during the term of the Contract to determine if the Contractor has met each Performance Standard identified in Section D.20, 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 the Contract.

Monitoring shall also include, but not be limited to, the following:

1. Performance Review Meetings to be held with Contractor personnel both in-person and by telephone, including, but not limited to Primary Personnel described in section D.15, Designated Personnel and Staffing Requirements, to review previous month's performance. The Department may, at its discretion, adjust the monthly meetings to another meeting frequency. However, the performance review meeting shall be conducted at least quarterly;
2. Review of the Department's Service Manager System Logs;
3. Review of the Contractor's maintenance logs; and

4. Review of deliverables.

- B. If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal Contract communication in accordance with Section J., Communications, of Attachment K, Standard Contract. 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.22, 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.22 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 timeframe.
- 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 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 \$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 timeframe(s), the Contractor shall be in breach of the Contract and shall be subject to liquidated damages.

H. Except where otherwise specified, liquidated damages of \$1,000.00, per day, will be imposed on the Contractor for each calendar day that the approved CAP is not implemented to the satisfaction of the Department.

**D.23 COMPENSATION**

**A. Contract Amount**

This is a fixed price (unit cost) Contract not to exceed the total Contract amount of **\$TBD**. *(prices based on the awarded Contractor's Cost Proposal outlined in Attachment H).*

**B. Contract Payment**

1. The Department will pay the Vendor, monthly in arrears, upon the completion and written approval, by the Department's Contract Manager, of the deliverable(s) outlined in Section D.19, Deliverables, and in accordance with Table 1, Payment, below.

<b>TABLE 1 PAYMENT</b>		
<b>NO.</b>	<b>DELIVERABLE</b>	<b>AMOUNT</b>
1.	QUEUING AND APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION	\$TBD, per office
2.	QUEUING AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE	\$TBD, per month
3.	INSTALLATION OF ADDITIONAL OFFICE – QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION	\$TBD, per office
4.	ADDITIONAL OFFICE – QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE	\$TBD, per year
5.	EQUIPMENT MOVES/CHANGES Monday – Friday 7:00 am – 7:00 pm (Local Time)	\$TBD, per hour
6.	EQUIPMENT MOVES/CHANGES After Hours/Weekends/Holidays (Local Time)	\$TBD, per hour

\* The monthly operations and maintenance service fee will begin the month following the month that the Solution was implemented.

2. Separate Purchases by Tax Collectors
  - a. Tax Collectors shall be permitted to purchase the Appointment System Solution and related services at the same pricing as proposed by the awarded Contractor and referenced in Table 2, Payment, below.

<b>TABLE 2 PAYMENT</b>		
<b>NO.</b>	<b>DELIVERABLE</b>	<b>AMOUNT</b>
1.	APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION	\$TBD, per office
2.	APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE	\$TBD, per year

- b. Tax Collectors may choose to purchase the Appointment System Solution and related services from the awarded Contractor through the Department, with the Department coordinating the purchase and obtaining reimbursement from the Tax Collector.
3. Contract payments will 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 Chief Financial Officer 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).)
4. Invoicing
- a. The Contractor shall submit a properly completed invoice to the Department's Contract Manager, or designee, no later than the 15th day of the month following the month during which services were rendered and for which payment is requested.
- b. 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 the 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 the Contract may be withheld until all applicable deliverables and invoices due from the Contractor and necessary adjustments thereto have been approved by the Department.
- c. The invoice shall include at a minimum:
- 1) Documentation detailing deliverables completed during the preceding month and a unit cost for each;
  - 2) The time-period in which deliverables were completed;
  - 3) Total invoice amount;
  - 4) The Contractor's invoice number and invoice date;
  - 5) Contractor's name, address, and phone number; and
  - 6) The Department's Contract and Purchase Order Number.

- d. The Contractor shall include with every submitted invoice a completed Site-Acceptance Form as well as a completed Site Inventory Form for each site for which installation services were provided during the period for which payment is requested in the invoice. The invoice will not be considered for payment if either form is not included or not properly completed.
- e. 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."*

- f. 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 Contractor 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.
- g. Late Invoicing

Unless written approval is obtained from the Department, and at the discretion of the Department, correct invoices with documentation received one (1) to five (5) 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) 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) days after the due date will not be paid.

#### 5. Additional Payment Terms

- a. 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.
- b. 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.
- c. 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.
- d. 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) days after either discovery by the Contractor or its independent auditor, or notification by the Department, of the overpayment.

6. MyFloridaMarketPlace

a. Contractor Registration

Each Contractor 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, Fla. Stat., with any prospective Contractor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A Contractor 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 Desk at 866-352-3776 or from the Division of State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

b. 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 Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. 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.

The 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 reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**



**D.24 SPECIAL PROVISION(S)**

**A. Additions/Deletions/Substitutions**

The Department reserves the right to add, delete, or substitute services/commodities, or office locations under the Contract. Additions, deletions, and/or substitutions that do not materially change the scope of services shall be at no cost to the Department. Terms and conditions must be 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, Fla. Stat.**

The Contractor shall comply with the requirements of section 287.058, Fla. Stat., and as outlined in Attachment K, Standard Contract.

**C. Performance Bond**

The Contractor is required to guarantee its performance under the resulting Contract by submitting an original copy of a performance bond as specified in Table 1, Performance Bond Requirements, below, to the Department each year of the Contract for all years of the Contract term.

<b>TABLE 1 PERFORMANCE BOND</b>	
<b>EFFECTIVE DATE</b>	<b>AMOUNT</b>
Years One (1) through Three (3) of the Initial Contract Term	\$375,000
Years Four (4) through Five (5) of the Initial Contract Term	\$150,000
All Renewal Years (per year)	\$50,000

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) days after execution of the Contract. 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 Contractor to the Department's Contract Manager.

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

The bond shall reflect on its face, language guaranteeing the Contractor's performance of the Contract as to all terms and conditions thereof throughout the full Contract term, 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 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 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 resulting 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 resulting Contract during all years of the Contract term.

If Attachment K, Standard Contract, Section VII., Termination and Cancellation, does not expressly permit the Contractor to terminate the resulting 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 Department 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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## EXHIBIT 1 - DHSMV DL OFFICES

Office ID	Street Address	City	Zip	Estimated Total of Examiner Workstations	Estimated Total of Manager Workstations	Estimated Receipt Printers
HQ-HQ	2900 Apalachee Parkway	Tallahassee	32399	8	1	2
F01	2575 S. Volusia Ave	Orange City	23763	14	3	2
F02	310 Jean Street	Daytona Beach	32114	20	4	3
R01	3718-3 W. Oakland Park Boulevard	Lauderdal e Lakes	33319	32	5	4
R02	8001 Pembroke Road	Pembroke Pines	33025	15	4	2
R03	7217 W Oakland Park Blvd	Lauderhill	33313	13	4	2
R05	100 S Military Trl Ste 26	Deerfield Beach	33442	13	4	2
R06	1135 Banks Road	Margate	33063	26	6	3
S03	18326 NW 7th Ave Miami Gardens	Miami	33169	19	6	2
S05	110936 NW 138 Street	Hialeah Gardens	33018	33	4	4
S06	12601 NW 42nd Avenue	Opa Locka	33054	18	4	2
S07	7795 West Flagler Street 82 C	Miami	33144	40	6	4
S11	7900 NW 27th Avenue Suite E-14	Miami	33147	22	5	3
S12	15555 Biscayne Boulevard	North Miami Beach	33160	4	1	2
T02	TBA	TBA	TBA	32	8	4
T03	11735 SW 147 Avenue	Miami	33196	14	6	2
T04	14653 SW 122 Ave.	Miami	33186	16	6	2
T06	1448 N Krome Ave.	Florida City	33034	17	4	2
				356	81	47

## EXHIBIT 2 - TAX COLLECTOR OFFICES

County	Office Code	Street Address	City	Zip
Alachua	D86	12 SE 1st St	Gainesville (Downtown)	32601
	D87	5801 NW 34 Blvd	Gainesville	32601
	D88	3207 SW 35 Blvd	Gainesville (Northwest)	32601
Baker	E73	32 North 5th Street	MacClenny	32063
Bay	B74	17109 Panama City Beach Pkway	Panama City	32413
	B80	850 West 11th St.	Panama City	32401
	B81	801 Florida Ave	Lynn Haven	32444
	B87	805 S Tyndall Parkway	Callaway	32404
Bradford	E71	945 North Temple Ave, Suite B	Starke	32091
	E75	4150 SR 21 - Bldg.A Room 105	Keystone Heights	32656
Brevard	H71	1605 N. Courtenay Parkway	Merritt Island	32953
	H75	240 East Eau Gallie Blvd	Indian Harbour	32937
	H76	450 Cogan Drive SE	Palm Bay	32908
	H78	800 Park Avenue & South Street	Titusville	32780
	H79	1515 Sarno Rd.	Melbourne	32935
	H82	2725 Judge Fran Jamieson Way, Suite 2A207	Viera	32940
Calhoun	B72	20859 Central Avenue, Room #107	Blountstown	32424
Charlotte	M76	18500 Murdock Circle, Room 135	Port Charlotte	33948
	M77	410 Taylor St	Punta Gorda	33950
	N75	6868 San Casa Dr	Englewood	34224
Citrus	L75	210 North Apopka Avenue, Suite 100	Inverness	34450
	L78	1540 N. Meadowcrest Blvd	Crystal River	34429
Clay	E86	477 Houston Street	Green Cove Springs	32043
	E87	1518 Park Avenue	Orange Park	32073
Collier	N70	2348 Immokalee Rd	Naples	34109
	N71	106 First St South, Suite #101	Immokalee	34142
	N72	725 Airport Rd S	Naples	34104
	N73	4715 Golden Gate Parkway	Naples	34116
	N74	1040 Winterberry Dr	Marco Island	34145
	N78	12668 E Tamiami Tr	Naples	34114
	N79	2335 Orange Blossom Dr	Naples	34109
	N81	50 Wilson Blvd South, Suite 8	Naples	34117
Columbia	D84	135 NE Hernando Ave. Suite 125	Lake City	32055
	D85	118 SW Wilson Springs Road	FT. White	32038
Desoto	M72	201 East Oak ST., Suite 101	Arcadia	34266
Dixie	D82	214 NE 351 Highway Ste A	Cross City	32628
Duval	E70	3520-1 Blanding Blvd	Jacksonville	32210
	E72	12220 Atlantic Blvd Suite 102	Jacksonville	32225
	E74	10035 San Jose Blvd (Crown Point Plaza)	Jacksonville	32257
	E76	910 West 44th St (Gateway Branch)	Jacksonville	32208
	E77	1505 Atlantic Blvd.	Neptune	32266
	E78	12961 N Main Street, Ste 2010	Jacksonville	32218
	E83	7120-15 Hogan Road (Hogan's Corner)	Jacksonville	32216
	E84	231 E. Forsyth St	Jacksonville	32202

## EXHIBIT 2 - TAX COLLECTOR OFFICES

County	Office Code	Street Address	City	Zip
	E85	6672 Commonwealth Avenue	Jacksonville	32254
Escambia	A71	4051 Barrancas Ave Suite A	Pensacola	32507
	A74	6440 Highway 95-A North	Molino	32577
	A75	213 Palafax Place	Pensacola	32502
	A76	6451 North "W" Street	Pensacola	32505
Flager	F79	7 N Old Kings Rd North, Unit 12	Palm Coast	32137
	G72	1769 E moody Hwy 100, Bldg 2 Ste102	Bunnell	32110
	H86	2500 Moody Blvd.	Flagler Beach	32136
Gadsden	B84	16 South Calhoun Street	Quincy	32351
Gulf	B82	1000 Cecil G. Costin Blvd	Port St. Joe	32456
Hamilton	D70	207 Northeast 1st Street, Rm #104	Jasper	32052
Hardee	M80	110 West Oak St., Suite 102	Wauchula	33873
Hendry	N77	25 E. Hickpochee Avenue	Labelle	33935
	N85	1100 S Olympia Ave, Suite 300,	Clewiston	33440
Hernando	L70	7489 Forest Oaks Blvd	Spring Hill	34606
	L80	11319 Ponce de Leon Blvd	Brooksville	34601
Highlands	M81	116 E. Main St	Avon Park	33825
	M82	11 North Pine Ave	Lake Placid	33852
	M83	540 S. Commerce Avenue	Sebring	33870
Hillsborough	K70	3002 College Avenue	Ruskin	33570
	K71	4100 W Martin Luther King Jr Blvd	Tampa	33634
	K73	3030 N Falkenburg Rd	Tampa	33619
	K74	1834 James Redman Parkway	Plant City	33563
	K76	3011 University Center Dr Suite 150	Tampa	33612
	K77	601 East Kennedy Blvd, 14th Floor	Tampa	33619
	K78	2814 E. Hillsborough Ave Bldg 2	Tampa	33610
Holmes	A86	224 North Waukesha Street	Bonifay	32425
Indian River	H72	1800 27 Street, Building B	Vero Beach	32960
	H73	11610 US Highway 1	Sebastian	32958
Indian River	H74	1860 82 Ave	Vero Beach	32966
Jackson	B83	3613 Highway 90	Marianna	32446
Jefferson	B73	500 West Walnut Street	Monticello	32344
Lafayette	D78	120 West Main Street	Mayo	32066
Lake	G87	15733 Dora Ave	Eustis	32726
	G88	1720 N. Citrus Blvd	Leesburg	34748
	G85	2400 Hwy 27 Suite 4205 & 4206	Clermont	32711
Lee	M78	3114 Lee Blvd, Bldg B, Unit 6	Lehigh Acres	33971
	N76	1039 SE 9th Ave., Room 102	Cape Coral	33990
	N80	15201 N Cleveland Avenue	Ft. Myers	33903
	N82	15680 Pine Ridge Road (South)	Ft. Myers	33908
	N83	2480 Thompson St. (Downtown)	Ft. Myers	33901
	N84	25987 S. Tamiami Trail, Suite 112	Bonita Springs	34134
Leon	B70	1276 Metropolitan Blvd, Suite 102	Tallahassee	32312
	B71	870 -1 Blountstown Highway, Suite A	Tallahassee	32304
	B75	3840 North Monroe St. Suite 102	Tallahassee	32312

## EXHIBIT 2 - TAX COLLECTOR OFFICES

County	Office Code	Street Address	City	Zip
	B76	3477 South Monroe Street	Tallahassee	32301
	B77	1210 EF Capital Circle	Tallahassee	32301
	B86	2900 Apalachee Parkway	Tallahassee	32301
Levy	D74	226 N Main St	Chiefland	32626
	D75	55 SW Main St	Williston	32696
	D76	355 South Court St	Bronson	32621
Liberty	B79	10818 NW SR 20	Bristol	32321
Madison	D89	229 S.W. Pinckney St. Rm.102	Madison	32340
Manatee	M71	819 301 Boulevard West	Bradenton	34205
	M73	4333 US HWY 301 North	Ellenton	34222
	M74	6007 111th St. East	Bradenton	34202
	M75	7411 Manatrr Ave West	Bradenton	34209
Marion	F70	6154 SW SR 200 (Jasmine Square)	Ocala	34476
	F73	10445 SE U.S. 441 Suite C-E	Bellevue	33420
	F74	7135 North Highway 441	Ocala	34475
	F75	19995 SW 86th Street Unit 2	Dunnellon	34431
	F78	503 SE 25th Avenue	Ocala	34471
	F81	17860 SE 109th Ave., Suite 602	Summerfield	34491
	G73	110 SE 25th Avenue	Ocala	34471
	G77	15956 East State Road 40	Silver Springs	34488
Martin	P70	11734 SE Federal Hwy	Hobe Sound	33455
	P71	3485 SE Willoughby Blvd.	Stuart	34994
	P72	3001 SW Martin Downs Blvd.	Palm City	34990
	P80	16550 SW Warfield Blvd	Indiantown	34956
Monroe	T70	201 Key Deer Blvd, Unit 16	Big Pine Key	33043
	T71	3439 South Roosevelt Blvd	Key West	33040
	T72	3384 Overseas Hwy	Marathon	33050
	T73	101463 Overseas Hwy	Key Largo	33037
Nassau	E80	86130 License Road	Fernandina Beach	32034
	E81	416 Centre Street	Fernandina Beach	32034
	E82	450077 State Road 200, Suite 13	Callahan	32011
Okaloosa	A72	701 John Sims Pkwy NE Suite 101	Niceville	32578
	A73	4012 Commons Dr. West Unit 122	Destin	32541
	A77	1250 Eglin Pkwy Suite 101	Shalimar	32539
	A80	302 North Wilson Street	Crestview	32536
	A84	120 Simpson Avenue, Hurlburt AFB	Mary Esther	32544
	A85	310 Van Matre Ave, Eglin AFB	Valparaiso	32542
Okeechobee	H83	210 NW 5th Ave	Okeechobee	34972
Orange	G71	2110 W Colonial Dr	Orlando	32804
	G74	8185 Lee Vista Blvd	Orlando	32829
	G75	10051 University Blvd	Orlando	32817
	G76	730 Sand Lake Rd Suite 106B	Orlando	32809
	G79	301 South Rosalind Ave	Orlando	32801
	G80	14035 West Colonial Dr	Winter	34787
	G81	4101 Clarcona Ocoee Rd	Orlando	32810

## EXHIBIT 2 - TAX COLLECTOR OFFICES

County	Office Code	Street Address	City	Zip
Osceola	H70	2501 E. Irlo Bronson Memorial HWY	Kissimmee	34744
	H80	2924 Pleasant Hill Rd	Kissimmee	34746
	H81	1300 9th St Suite 101B	St. Cloud	34769
	H85	2595 Simpson Road	Kissimmee	34744
Palm Beach	P74	2976 State Rd. 15	Belle	33430
	P73	301 N Olive Ave. 3rd floor	West Palm Beach	33401
	P75	3188 PGA Blvd.	Palm Beach Gardens	33410
	P76	200 Civic Center Way	Royal Palm Beach	33411
	P77	501 S Congress Ave	Delray Beach	33445
	P78	3185 PGA Boulevard	Palm Beach Gardens	33416
	P79	1299 W. Lantana Road	Lantana	33462
Pasco	L71	4720 U.S. Highway 19	New Port Richey	34652
	L72	4111 Land O'lakes Blvd (Hwy 41)	Land O'Lakes	34639
	L73	14236 6th Street Room 100	Dade City	33523
	L85	4610 Pet Lane C101	Lutz	33559
	L86	8731 Citizens Dr. room 101	New Port Richey	34654
Pinellas	J70	29399 U.S. Hwy North Suite 100	Clearwater	33761
	J71	743 South Pinellas Ave Suite A-6	Tarpon Springs	34689
	J72	13025 Starkey Rd	Largo	33773
	J73	1800 66th Street N.	St Petersburg	33710
	J74	1663 Gulf to Bay Blvd	Clearwater	33755
	J76	1067 62nd Ave South	St Petersburg	33705
Polk	L77	658 Highway 60 West	Lake Wales	33853
	L79	430 East Main ST	Bartow	33830
	L83	916 North Massachusetts Ave	Lakeland	33801
	L84	2000 Deer Creek Commerce Ln	Davenport	33837
Putnam	D79	115 North Summit St.	Crescent City	32112
	D80	1114 SR Highway 20	Interlachen	32148
	D81	312 Oak Street	Palatka	32177
Saint Lucie	P81	2300 Virginia Ave	Ft. Pierce	34954
	P82	1664 SE Walton Rd, Suite 101	Port St. Lucie	34952
Santa Rosa	A78	6495 Caroline Street Suite E	Milton	32570
	A79	5841 Gulf Breeze Parkway Suite B	Midway	32563
	B85	4487 Chumuckla Hwy	Pace	32571
Sarasota	M70	101 South Washington Blvd 1st Floor	Sarasota	34236
	M79	4000 South Tamiami Trail	Venice	34293
	M85	4970 City Hall Blvd	North Port	34286
	M86	8484 S. Tamiami Trail (US 41)	South Sarasota	34238
Seminole	G78	845 Primera Blvd	Lake Mary	32746
	G83	995 N. S.R.434 Suite 505	Altamonte Springs	32714
	G84	104 Wilshire Blvd	Casselberry	32707
St. Johns	F72	5430 Palm Valley Rd	Ponte Vedra Beach	32082
	F71	4030 Lewis Speedway	St. Augustine	32084
	F76	6195 South Main St East, Ste E	Hastings	32145
	F77	725 Flora Branch Blvd	Saint Johns	32259

## EXHIBIT 2 - TAX COLLECTOR OFFICES

County	Office Code	Street Address	City	Zip
	F80	6658 US 1 South	St. Augustine	32746
Sumter	L74	7375 Powell Rd Room 135	Wildwood	34785
Sumter	L82	8033 East CR 466 Suite B	The Villages	32162
Suwannee	D73	215 Pine Avenue Southwest, Suite A	Live Oak	32064
Taylor	D72	2275 US 19 - 27 North	Perry	32347
Union	D71	55 W. Main St., Rm 108 32054	Lake Butler	32054
Wakulla	B78	202 Ochlockonee St	Crawfordville	32327
Walton	A82	517 US Highway 90 East	DeFuniak Springs	32435
	A83	31 Coastal Centre Boulevard	Santa Rosa Beach	32435
Washington	A81	1331 South Boulevard #101	Chipley	32428



External Information Security

# Policy



## Department of Highway Safety and Motor Vehicles

Prepared By:  
Office of Enterprise Security Management

External Information Security Policy

## Revision History

Version	Author	Release Notes	Issue Date
1.2*	Joe Cipriani	Baseline document	9/30/2015
1.21	Tom Trunda	Add definitions and clarifications	03/17/2016
2.0	Scott Morgan and Carl Ford (HSMV) in conjunction with the Tax Collector InfoSec Coalition - Terry Skinner, Kirk Sexton, Dan Andrews and the Honorable Ken Burton Jr., Tax Collector, Manatee County	Revised to align with Department policies in congruence with requirements for External Entities. Added scope for further clarification and applicability. Revised to align with Rule 74-2, F.A.C., Information Technology Security	08/18/2017
2.0	Scott Morgan	Removed draft watermark, formatting check; added statutory reference for F.S., 282.318 in the footer, added effective issue date	12/7/2017

\* Note: The document version coincides with the IT Security Policy Manual.

## External Information Security Policy

### **Scope:**

This policy applies to all agents, vendors, contractors and consultants (External Entities) who use and/or have access to Department information resources. External Entities who use and/or have access to Department information resources shall adhere to the policies outlined herein. The authority for these policies derives from Florida Statutes 282.318, Security of Data and Information Technology Resources and Florida Administrative Code Chapter 74-2, Information Technology Security.

<b>#A-02: Data Security</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## **#A-02: Data Security**

### **1.0 Purpose**

To ensure that data is protected in all forms, on all media, during all phases of its life cycle, from unauthorized or inappropriate access, use, modification, disclosure, or destruction. This includes any system or process which accesses the State of Florida telecommunications network, or Department information resources, and trusted partners including, but not limited to AAMVA, FDLE and CJIS networks and data.

### **2.0 Policy**

Other than data defined as public, which may be accessible to public access inquiries (as well as authenticated users), all data and system resources are only accessible on a need-to-know basis to specifically identified, authenticated, and authorized entities.

### **3.0 Data Usage**

All users who access Department data must do so only in conformance with this policy. Only uniquely identified, authenticated, and authorized users are allowed access to the Department data, excluding public access inquiries. Access control mechanisms must be utilized to ensure that users can access only that data to which they have been granted explicit access rights.

Information resources are strategic assets vital to the business performance of the Department. These strategic assets must be protected commensurate with their tangible value, legal and regulatory requirements, and their critical role in the Department's ability to conduct its mission. Ownership and management of these information resources reside with the Department, and not to any individual or group of individuals.

### **4.0 Data Storage or Transmission**

All users who are responsible for the secure storage or transmission of the Department's data must do so only in conformance with this policy. Where confidentiality, privacy or sensitivity requires, stored or transmitted data must be secured via Department-approved encryption technology. This does not supersede provisions of the Public Records Act that states, "computer records are public records," but serves to protect data while stored.

### **5.0 Data Disposal**

Access control mechanisms must be utilized to ensure that, during the disposal process, users can access only data to which they have been granted explicit access rights. External Entities shall follow an established process approved by the Department for the disposal of data to include the disposal of confidential data in accordance with The Florida Public Records Act and Federal Standards.

### **6.0 Management Responsibilities**

Network operations and systems administration personnel shall ensure that adequate logs and audit trails are maintained. Logs and audit trails must at a minimum record access to data, records, and activation of industry recognized security mechanism for protection of confidential and sensitive data.

## 7.0 Data Classification

The Department is responsible for classification of data. External Entities are required to abide by data classification requirements as outlined by the Department. Data classification shall be done in accordance with Federal Information Processing Standards (FIPS) Publication 199 and is necessary to enable the allocation of resources for the protection of data assets, as well as determining the potential loss or damage from the corruption, loss, or disclosure of data. To ensure the security and integrity of all data, any data asset is Public, Sensitive or Confidential and should be labeled accordingly.

All data falls into one of the following categories:

- Public:  
Information or data that is not classified as sensitive or confidential. Information that, if disclosed outside the State or agency, would not harm the State or Department, its employees, customers, or business partners. This data may be made generally available without specific data custodian approval.
- Sensitive:  
Information not approved for general circulation outside the State or Department where its loss would inconvenience the State/Department or management but disclosure is unlikely to result in financial loss or serious damage to credibility. Examples would include internal memos, minutes of meetings, and internal project reports. Security at this level is controlled but normal.
- Confidential:
  - Data that, by its nature, is exempt from disclosure under the requirements of Chapter 119, F.S.
  - Data whose loss, corruption, or unauthorized disclosure would be a violation of federal or State laws/regulations. Information of a proprietary nature. Procedures, operational work routines, project plans, designs, or specifications that define the way in which the organization operates.
  - Data whose loss, corruption, or unauthorized disclosure would tend to impair business functions or result in any business, financial, or legal loss.
  - Data that involves issues of personal credibility, reputation, or other issues of privacy.
  - Highly sensitive internal documents that could seriously damage the State or Department if such information were lost or made public. Information usually has very restricted distribution and must be protected at all times.

## 8.0 Web Services and Data Exchanges

The Department has created online web-based services and data exchanges which may be utilized by Tax Collectors and authorized Vendors who meet various technical standards, requirements, and statutory authority. The specific standards, requirements, and conditions for use of the aforementioned web services and data exchanges are outlined in the individual Memorandum of Understanding (MOU) for each service offered. The terms and conditions of the MOU shall govern the applicable use, timeframe, and requirements of each web service and data exchange.

<b>#A-04: Passwords</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## #A-04: Passwords

### 1.0 Purpose

To ensure the processes for password creation, distribution, changing, safeguarding, termination, and recovery adequately protect information resources.

### 2.0 Policy and Standards

Passwords are unique strings of characters that personnel or information resources provide in conjunction with a logon ID to gain access to an information resource. Passwords, which are the first line of defense for the protection of the Departments information resources, shall be treated as confidential information and must not be divulged.

1. All user accounts used to access the Department information resources shall have passwords of sufficient strength and complexity, and be implemented based on system requirements and constraints, and in accordance with the following rules to ensure strong passwords are established:
  - Shall be routinely changed at an interval not greater than 90 days.
  - Shall be different than the last 10 passwords.
  - Shall adhere to a minimum length of 8 characters.
  - Shall be a combination of alpha (upper and lower case), numeric, and special characters (unless a particular system does not allow, passwords shall consist of at least 3 of the above 4 categories).
  - Should not be anything that can be easily guessed or associated to the account owner such as: user name, social security number, nickname, relative's names, pet's names, birth date, sports team, etc.
  - Should not be dictionary words or acronyms.
  - Newly created or reset passwords must be randomly generated. Use of a default or standard new/reset password is prohibited.
2. Stored passwords shall be encrypted.
3. Passwords shall not be divulged to anyone. Passwords must be treated as confidential information and shall be safeguarded.
4. Passwords and user names shall not be shared with anyone to include co-workers or contractors. Passwords must be treated as confidential information. Credentials (UserID and passwords) are for exclusive use only by the user to which they are assigned.
5. All users are responsible for the work performed under their credentials (User Id and password). Allowing other users to use your computer while you are logged on is strictly prohibited. Approved exceptions are:
  - Initial System Configuration
  - System Support
  - Troubleshooting Activities

6. If the security of a password is in doubt, the password must be changed immediately.
7. Administrators shall not circumvent this policy solely for ease of use.
8. Users shall not circumvent password entry with auto logon, application remembering, embedded scripts or hard-coded passwords in client software. Exceptions may be made for specific applications (like automated backup) with the approval of the Department's ISM. For an exception to be approved, there must be a procedure to change the password.
9. Computing devices shall not be left unattended without enabling a password-protected screensaver that is activated after 15 minutes of inactivity, or logging off the device.
10. User accounts must be locked after 5 unsuccessful login attempts.
11. Passwords must not be transmitted via e-mail or other forms of electronic communication.
12. Passwords must be encrypted during transmission and storage using appropriate encryption technology.
13. Passwords should not be written down and stored at your workstation in your office.
14. Passwords stored on physical media must be protected by an encryption technology outlined in Policy #B-01 Acceptable Encryption.
15. Initial use passwords that have been assigned must expire at the time of first use in a manner that requires the password owner to supply a new password, provided that this functionality is available within that particular product or facility.
16. For all password resets, the identity of the person requesting the password reset must be verified.

<b>#B-01: Acceptable Encryption</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## **#B-01: Acceptable Encryption**

### **1.0 Overview**

To establish policy that directs the use of encryption to provide adequate protection of data where required. Additionally, this policy provides direction to ensure that Federal regulations are followed, and legal authority is obtained for the dissemination and use of encryption technologies outside of the United States.

### **2.0 Purpose**

To ensure the confidentiality, integrity and availability of data is maintained for Department data and information resources.

### **3.0 Scope**

In the event encryption is required for the transmittal of confidential information, the encryption methodology shall be coordinated with the Department's ISM for the management of secure escrow and storage of encryption keys.

### **4.0 Policy**

Encryption is the primary means for providing confidentiality for information that can be stored or transmitted, either physically or logically. When possible, confidential information should not be transmitted via email. If confidential information must be sent via email, it shall be encrypted. Information resources that stores or transmits sensitive or confidential data must have the capability to encrypt information.

Proven, standard algorithms must be used as the basis for encryption technologies. Encryption key lengths must be at least 128 bits. The Department key length requirements will be reviewed periodically and upgraded as technology, legislation, or business needs requires.

The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by and approved by the Department's ISM. It should be noted that the U.S. Government restricts the export of encryption technologies. Potential users of the Department information resources in countries outside the United States should make themselves aware of the encryption technology laws of those countries.



<b>#B-02: Access Control</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## #B-02: Access Control

### 1.0 Purpose

To protect the Department's information resources from threats of unauthorized access, disclosure, modifications, or destruction.

### 2.0 Policy

1. Each user accessing a Department information resource shall be assigned a unique personal identifier, commonly referred to as either a user account, Logon ID, user identification, or User ID. Exceptions: public systems where such access is authorized or for situations where risk analysis by the Department demonstrates such use to be applicable and appropriate. (Example: DL check on the DHSMV website)
2. Users shall not under any circumstances use another user's account logon or credentials.
3. User access rights shall be established based on approved written requests. The user identification shall be traceable to the user for the lifetime of the records or reports in which they appear.
4. A user's access shall be promptly disabled and/or removed from systems which access Department information resources, when access is no longer required. Examples include, but are not limited to, termination, transfer, or removal of the duties that require access. Notification of changes in the status of users with established Department credentials is the responsibility of the authorizing External Entity to report such changes to the Department.
5. Each user shall agree in writing to use the access only for the purpose intended.
6. An automatic workstation time-out shall occur no later than 15 minutes after inactivity. A password shall be required to unlock the user account. User accounts shall be locked after 5 unsuccessful attempts.  
Exception: In the interest of officer safety, devices that are part of a law enforcement vehicle or are used to conduct dispatch functions and are within a physically secure location are exempt from this requirement. However, these devices shall be logged off or locked if they are left unattended.
7. External Entities must monitor the access rights of those whom they have authorized.
8. Established controls must ensure that Department information resources are accessed only by users authorized to do so.
9. Access to accounts with elevated access rights shall follow the principle of least-privilege, and should be restricted to systems personnel only; usage of these accounts shall be logged and subject to audit.
10. Administrative access shall incorporate Separation of Duties to ensure no individual has the ability to control an entire process.
11. Access rights to Department information resources by systems personnel shall be based on specific job requirements. Responsibility for production processing must be separated from

system development, testing and maintenance. Systems or development personnel should only access production data to resolve emergencies.

12. All development and testing shall be performed on test data and not utilize the Department's production data. Test systems shall be kept physically or logically separate from production systems. However, in some instances there is a need to access the Department's production data in a test environment, which requires an exception from the Department's CIO and ISM. The production environment shall not be adversely affected and data shall not be altered. Security controls that provide restricted access and auditing shall not be disabled or removed. Confidential or exempt data shall not be used in any test system.
13. The Department utilizes the principle of least privilege for access control to information resources. All External Entities shall be limited to the access required to do their assigned tasks.
14. Support personnel utilizing remote access to Department information resources for the purpose of providing technical support shall use RDP (Remote Desktop Protocol) or Windows Remote Assistance, or a remote access product approved by the Department's ISM. The following requirements must be met:
  - Remote connectivity must be done in a secure fashion.
  - Remote access must be granted by the end-user or system administrator before a remote session can be initiated.
  - Remote session must be monitored at all times for the duration of the session.
  - Remote session must be terminated immediately upon completion of authorized tasks.

<b>#B-03: Account Management for User Accounts</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 8/18/17
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## **#B-03: Account Management for User Accounts**

### **1.0 Purpose**

To ensure that user accounts which access Department information resources are created, maintained, monitored, and removed in a manner that protects Department information resources and user access privileges.

### **2.0 Background**

Computer user accounts are the means used to grant access to the Department's information resources. These accounts provide accountability, a key to the Department's computer security program for information resource usage. Creating, controlling, and monitoring all computer user accounts is extremely important for the Department's information resources.

### **3.0 Policy**

1. All accounts created must have an associated request and approval that is appropriate for the Department's information resource or service.
2. External Entities must complete Information Security Training on the Department's PartnerNet Portal within 30 days of receiving their account or risk having access terminated.
3. All accounts must be uniquely identifiable using the assigned user name. User accounts and the associated passwords constitute a user's credentials and shall never be shared.
4. All default passwords for accounts must comply with password policy # A-04.
5. All accounts must have a password expiration that complies with password policy # A-04.
6. The appropriate system administrator or other designated staff should disable accounts of individuals on extended leave. Extended leave is defined as greater than 60 days.
7. External Entity user accounts established by the Department that have not been accessed within 30 days are subject to being disabled.
  - a. External Entities' System Administrators are responsible for modifying the accounts of individuals that change duties or are separated from their relationship with the External Entity upon notification of change or separation.
  - b. Must have a documented process to modify a user account to accommodate situations such as name changes, account changes, and permission changes.
  - c. Must have a documented process for periodically reviewing existing accounts for validity.
  - d. Department information resources utilized by External Entities are subject to independent audit review of user account management.
  - e. Must provide a list of accounts for the systems they administer when requested by authorized Department management.
  - f. Must cooperate with authorized Department management investigating security incidents.

<b>#B-06: Application Service Provider</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 8/18/17
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## #B-06: Application Service Provider

### 1.0 Purpose

To define minimum security requirements for an Application Service Provider (ASP) to the Department. This policy applies to ASPs that are either being considered for use by the Department or its agent, or have already been selected for use.

### 2.0 Policy and Standards

#### 1. General Security:

- a. The Department reserves the right to audit the infrastructure utilized by the ASP to ensure compliance with this policy. Non-intrusive network audits (basic port scans, etc.) may be performed.
- b. The ASP must provide a proposed architecture document that includes a full network diagram of the Department Application Environment (initially provided to ASP by the Department), illustrating the relationship between the Environment and any other relevant networks, with a full data flowchart that details where Department data resides, the applications that manipulate it, and the security thereof.
- c. The ASP must be able to immediately disable all or part of the functionality of the application should a security issue be identified.
- d. Exceptions to this policy require prior approval by the Department's ISM and CIO who will evaluate requests on a case-by-case basis.
- e. The ASP must certify compliance to these requirements in writing annually.
- f. The ASP must identify their ISM and provide the Department and authorizing External Entity with contact information.

#### Physical Security:

- a. The ASP's application infrastructure (hosts, network equipment, etc.) must be located in a physically secure facility and in a locked environment.
- b. The ASP must disclose who amongst their personnel will have access to the environment hosting the application for the authorizing External Entity.
- c. The Department requires that the ASP disclose their ASP background check procedures and results prior to the Department's ISM approval.

#### 3. Network Security:

- a. The network hosting the application must be logically or physically separated from any other network or customer that the ASP may have. This means the authorizing External Entity's application environment must use logically or physically separated hosts and infrastructure.
- b. Data flow between the authorizing External Entity and the ASP:
  - If the Department or the authorizing External Entity will be connecting to the ASP via a private circuit, then that circuit must terminate on the authorizing External Entity's infrastructure, and the operation of that circuit will adhere to this policy.

- If the data between the authorizing External Entity and the ASP traverses a public network such as the Internet, the ASP must deploy appropriate firewall technology, and the traffic between the authorizing External Entity and the ASP must be protected and authenticated by cryptographic technology.

4. Host Security:

- a. The ASP must disclose how and to what extent the hosts or servers (Unix, Windows, etc.) comprising its application infrastructure have been hardened against potential threats and attack vectors. The ASP shall provide any hardening documentation it has for the Department or authorizing External Entity's application infrastructure as well.
- b. The ASP must provide a methodology and plan for ensuring systems are patched or updated according to industry best practices and guidelines. Patches include, but are not limited to, host OS, web server, database, and any other system or application.
- c. The ASP must disclose its processes for monitoring the confidentiality, integrity and availability of those hosts.
- d. The ASP must provide to the Department information on its password policy for the application infrastructure, including minimum password length, password generation guidelines, and how often passwords are changed.
- e. The ASP must provide information on account creation, maintenance, and termination processes, for service, system, and user accounts. This should include information as to how an account is created, how account information is communicated to the user, and how accounts are terminated when no longer needed.

5. Web Security:

- a. The ASP will disclose the use of various web architecture and programming languages, including, but not limited to Java, JavaScript, ActiveX, PHP, Python, C, Perl, VBScript, etc.
- b. The ASP will describe the process for performing security quality assurance testing for the application. For example, testing of authentication, authorization, and accounting functions, or any other activity designed to validate the security architecture.
- c. The ASP will disclose the methodology utilized for web code reviews, including CGI, Java, etc., for the explicit purposes of finding and remediating security vulnerabilities, the authorizing party who performed the review, results of the review, and what remediation activity has taken place.

6. Encryption:

- a. The Department's application data in the custody of the authorizing External Entity must be stored and transmitted using acceptable encryption technology as outlined in Policy #B-01, Acceptable Encryption.
- b. Connections to the ASP utilizing the Internet must be protected using any of the following encryption technologies: IPsec, TLS, SSH/SCP, PGP, or any other encryption technologies approved by the Department's ISM.

<b>#B-10: Incident Handling (Security Incidents)</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## **#B-10: Incident Handling (Security Incidents)**

### **1.0 Purpose**

To ensure that computer security incidents which impacts, or has the potential to impact the confidentiality, integrity, and availability of the Department's information resources are properly recorded, communicated and remediated. Security incidents include, but are not limited to: virus and malware detection, unauthorized use of computer accounts and computer systems, as well as complaints of improper use of information resources.

### **2.0 Policy**

Information security incidents are events involving the Department's information resources, systems, or data, whether suspected or proven, deliberate or inadvertent, that threatens the confidentiality, integrity, and availability, of the Department's information resources. The reporting of incidents enables the Department to review the security controls and procedures; establish additional, appropriate corrective measures, if required, and reduce the likelihood of recurrence.

1. The Department's ISM is responsible for the coordination of any security incident that occurs.
2. Whenever a security incident, such as a virus, Denial of Service, worm, hoax email, discovery of hacking tools, altered data, etc. is suspected or confirmed that impacts or has the potential to impact the Department's information resources, the Department's ISM must be notified immediately and the appropriate incident management procedures must be followed.

#### Reportable Incidents:

Reportable incidents include, but are not limited to, the following:

- Physical loss, theft, or destruction of the Department's information resources.
- Unauthorized disclosure, modification, misuse, or disposal of sensitive, critical, or business-controlled information.
- Suspected or known unauthorized internal or external access activity, including, but not limited to, sharing of user credentials and accounts must be reported immediately.
- Unauthorized activity or transmissions using Department information resources.
- Internal/external intrusions/interference with Department networks (denial of service attacks, unauthorized activity on restricted systems, unauthorized modification or deletion of files, or unauthorized attempts to control information resources.
- Editing of files when no changes in them should have occurred.
- Appearance / disappearance of files, or significant /unexpected changes in file size.
- Systems that display strange messages or that mislabel files and directories.
- Data that has been altered or destroyed or access that is denied outside of normal business procedures.
- Detection of unauthorized personnel in controlled information security areas.
- Lost security tokens, smart cards, identification badges, or other devices used for identification and authentication shall be reported immediately.
- Fraud, embezzlement, and other illegal activities.
- Violation of any portion of the External Information Security Policy.

<b>#B-20: Security Monitoring and Auditing</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## **#B-20: Security Monitoring and Auditing**

### **1.0 Purpose**

To ensure that information resource security controls required to protect the Department's information resources are established, effective, and are not being bypassed. This policy defines the requirements and provides the authority for the Department's ISM, and Enterprise Security Management Team (ESM) to conduct audits and risk assessments to ensure integrity of information resources, to investigate incidents, to ensure conformance to security policies, or to monitor user/system activity where appropriate. This section applies to monitoring inbound and outbound traffic to/from External Entities, agents, and trusted partners' networks and environments. External Entities who access or utilize Department information resources are subject to independent audit review.

### **2.0 Background**

Security monitoring allows the Department to detect and mitigate illicit or fraudulent activity as early as possible, therefore limiting the risk of exposure or compromise. Security monitoring can assist in identification and remediation of new security vulnerabilities or emerging threats. This early identification can assist in preventing, or limiting harm to Department information resources.

### **3.0 Policy**

1. Security monitoring will be used as a method to confirm that security practices, controls, and policies are functional, adhered to, and are effective.
2. Monitoring consists of activities such as the periodic review of:
  - a. Automated intrusion detection system logs
  - b. Firewall logs
  - c. User account logs
  - d. Network scanning logs
  - e. Application logs
  - f. Data backup recovery logs
  - g. Technical Assistance Center (TAC) logs
3. Audits may be conducted to:
  - a. Ensure integrity, confidentiality and availability of the Department's information resources
  - b. Investigate possible security incidents
  - c. Ensure conformance to the Department's security policies
  - d. Monitor user or system activity where appropriate
4. The Department shall use automated tools to provide real time notification of detected anomalies or vulnerability exploitation. These tools will be deployed to monitor network traffic and/or operating system security parameters.
5. The following files may be checked for signs of misuse, fraudulent activity, and vulnerability exploitation periodically, or as requested for investigative purposes:
  - a. Automated intrusion detection system logs
  - b. Firewall logs

- c. User account logs
  - d. Network scanning logs
  - e. System error logs
  - f. Application logs
  - g. Data backup and recovery logs
  - h. Telephone activity – Call Detail Reports
6. The following audit review may be performed periodically or upon request by assigned technical staff:
- a. Password strength
  - b. Unauthorized network devices
  - c. Unauthorized personal web servers
  - d. Unsecured sharing of devices
  - e. Unauthorized modem use
  - f. Operating system and software licenses
  - g. Unauthorized wireless access points
7. When requested, and for the purpose of performing an audit, any access needed will be provided to members of ESM as designated by the Department's ISM. This access may include:
- a. User level and/or system level access to any computing or communications device
  - b. Access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Department's information resources
  - c. Access to work areas that access or process Department information resources
  - d. Access to interactively monitor and log traffic on the Department's networks.
8. Any security issues discovered will be reported to the Department's ISM for follow-up review and possible improvement to security settings.



<b>#B-23: Network Interconnectivity</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## #B-23: Network Interconnectivity

### 1.0 Purpose

To ensure that interconnection of External Entities' networks to the Department's networks does not compromise the security of the Department's information resources.

### 2.0 Policy

1. Access to the Department's networks via External Entities' networks shall be protected via firewall or firewall features. No network connection between the Department's network and an external network shall be permitted without the use of firewall features to the appropriate degree based on level of risk, as determined by ISA, in conjunction with the Department's ISM.
2. Access to devices (servers) within the confines of the Department's core network from External Entities' networks shall be limited to the minimum manageable set of users/connections, as determined by ISA in conjunction with the Department's ISM, via firewall features.
3. All External Entities' network connections must meet the requirements of the Florida Information Resource Security Policies and Standards (Rule 74-2). Blanket access is prohibited and the principle of least privilege shall apply. Interconnectivity is limited to services, devices, and equipment needed.

#### External Entity Agreements:

- a. All External Entities that desire to connect their networks to the Department's network for the purpose of retrieving Motor Vehicle and Driver License information must complete and submit to the Department the agreement(s) governing External Entity connections.
- b. In addition to the agreement, the External Entity shall be required to submit the Entity's name, address, phone number, fax number, email address, a technical contact's name, phone number, fax number and email address. The Department may request and obtain additional information from the External Entity.
- c. The Department's External Entity connection agreements shall determine the responsibilities of the External Entity, including approval authority levels and all terms and conditions of the agreement.
- d. All External Entities shall implement a binding Memorandum of Understanding, or where applicable, a Management Control Agreement (ex. Entity that manages CJIS data or systems) to ensure appropriate security controls are established and maintained by their trusted partner and agents.

<b>#B-24: Malware/Virus Protection</b>	<b>Review Date:</b> 08/18/17	<b>Issue Date:</b> 12/01/08	<b>Revised Date:</b> 08/18/17
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## #B-24: Malware/Virus Protection

### 1.0 Purpose

To ensure the Department's information resources are protected from computer threats, including but not limited to viruses, worms, malware, and other threats of malicious software designed to compromise system confidentiality, integrity, and availability. As a part of the Department's information security program, information resources must receive adequate protection against viruses and malware. External Entities which access and or utilize the Department's information resources are required to adhere to this policy.

### 2.0 Policy

1. All computing devices (workstations, servers, laptops, tablets, etc.) whether connected to the Department's network or storing Department data, must utilize a Department approved virus protection system. The Department's ISM will maintain a list of approved protection vendors. Exceptions to this list will be considered for approval by the Department's ISM on a case-by-case basis.
2. The virus protection system must be enabled on workstations and servers at start-up, employ resident scanning, and never be disabled or bypassed for production usage. The settings for the virus protection system must not be altered in a manner that will reduce the effectiveness of the system.
3. External Entities which access and utilize the Department's information resources are required to update virus signature files immediately upon release.
4. The automatic update frequency of the virus protection system must not be altered to reduce the frequency of updates. Each computing device which accesses Department information resources must utilize a Department approved virus protection system and setup to detect and clean viruses that may infect file shares.
5. External Entities which access or utilize the Department's information resources shall ensure that email is scanned to ensure email and attachments are free from malware and viruses.
6. Each virus, malware, or system exploit that impacts, or potentially impacts the Department's information resources constitutes a security incident and must be reported to the Department's ISM as outlined in #B-10, Incident Handling. The computing device shall be removed from the network until it is verified as free of viruses and malware, and coordinated with the Department's ISM.

EXHIBIT 3  
EXTERNAL INFORMATION SECURITY POLICY

<b>Definitions</b>	<b>Review Date:</b> <b>08/18/17</b>	<b>Issue Date:</b> <b>8/18/17</b>	<b>Revised Date:</b> <b>08/18/17</b>
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Term	Definition
Access	To approach, view, instruct, communicate with, store data in, retrieve data from, or otherwise make use of computers or information resources.
Air-Gap	An air gap is a network security measure, also known as air gapping, employed on one or more computers to ensure that a secure computer network is physically isolated from unsecured networks.
Agent	Entity operating on the Department's behalf, but who is not an official Department member.
Application Service Provider (ASP)	ASP's combine hosted software, hardware and networking technologies to offer a service-based application, as opposed to a Department -owned and operated application. In some cases, systems provided by ASP's reside and operate from within the Department's data center environment. Common ASP offerings include enterprise resource planning (ERP), collaboration and sales force automation tools, but are not limited to these things. For example: Cloud Provider or Software as a Service Provider.
Audit	To examine or verify appropriate use of computing devices and the interconnectivity with External Entities. A Security audit may include <b>an</b> independent formal review and examination of system records and activities to (a) determine the adequacy of system controls, (b) ensure compliance with established security policy and operational procedures, (c) detect breaches in security, and (d) recommend any indicated changes in any of the foregoing.
Authentication	The process that verifies the claimed identify or access eligibility of a station, originator, or individual as established by an identification process.
Authorization	A positive determination by the information resource owner or delegated custodian that a specific individual may access that information resource, or validation that a positively identified user has the need and the owner's permission to access the resource.
Business Function	The business need that a software application satisfies. Managed by an ASP that hosts an application on behalf of the Department.
Chief Information Officer (CIO)	Responsible for the management of the Department's information resources. The Director of Information Systems Administration serves as the Department's CIO.
Client	A system that requests and uses the service provided by a "server".
Computer security	Measures that implement and assure security in a computer system, particularly those that assure access control; usually understood to include functions, features and technical characteristics of computer hardware and software, especially operating systems.
CJIS	Criminal Justice Information Systems. For purposes of this policy, CJIS data and systems process, store, or transmit criminal justice information (CJI).
Computing Device	Workstations, servers, laptops, tablets, etc. either connected to the Department's network or which store or process the Department's data.
Confidential information	Information that is exempted from disclosure requirements under the provisions of applicable state or federal law, e.g., the Florida Public Records Act.
Credentials	The combination of User ID, or Logon ID and password constitute credentials assigned to an entity.
Custodian	Guardian or caretaker; the holder of data, the agent charged with implementing the controls specified by the owner. The custodian is responsible for the processing and storage of information. The custodian is normally a provider of services.
Data	A representation of facts or concepts in an organized manner that may be stored, communicated, interpreted, or processed by people or automated means.
Database	A set of related files that is created and managed by a database management system
Denial of service	The prevention of authorized access to a system resource or the delaying of system operations and functions.
Department	The Department of Highway Safety and Motor Vehicles.

EXHIBIT 3  
EXTERNAL INFORMATION SECURITY POLICY

Term	Definition
E-mail or email	Abbreviation for electronic mail, which consists of messages sent over any electronic media by a communications application.
Encryption	Encryption is the conversion of data into a form, which cannot be easily understood by unauthorized people.
Extranet	Connections between third parties that require access to connections non-public DHSMV resources, as defined in the Network Support Organization's extranet policy.
External Entities	Agents, vendors, contractors and consultants who use and/or have access to Department information resources.
Firewall	A firewall is a safeguard or type of gateway that is used to control access to information resources. A firewall can control access between separate networks, between network segments, or between a single computer and a network. It can be a PIX, a router with access control lists or similar security devices approved by the Network Support Organization.
Host	A computer in a network that provides direct support functions, such as database access, application programs, and programming languages.
Incident (or breach)	An event that results in loss, unauthorized disclosure, unauthorized acquisition, unauthorized use, unauthorized modification, or unauthorized destruction of information resources whether accidental or deliberate.
Information Resources (IR)	For purposes of this policy, information resources are defined as Department owned assets (hardware, systems, software, and data) which are strategic assets vital to the business performance of the Department.
Information Security Manager (ISM)	The person designated to administer the Department's information resource security program in accordance with section 282.318(2)(a)1, Florida Statutes, and the Department's internal and external point of contact for all information security matters.
Information Systems Administration (ISA)	Entity responsible for computers, networking and data management.
Technical Assistance Center (TAC)	The ISA Section that receives requests for assistance from customers using Department computer equipment or network.
ISA	Information Systems Administration (within DHSMV).
IT (or IR)	Information Technology (or Information Resources). IT is a term that encompasses all forms of technology used to create, store, exchange, and use information in its various forms (business data, voice conversations, still images, motion pictures, multimedia presentations, and other forms, including those not yet conceived).
Local Area Network (LAN)	Two or more computers and associated devices that share a common communications line within a small geographic area (for example, within an office building), for the purposes of sharing applications, peripherals, data files, etc.
Members	Employees of DHSMV.
Network	A combination of data circuits and endpoints that are utilized to transmit and receive information.
Password	A protected word or string of characters which serves as authentication of a person's identity ("personal password"), or an account identity ("service or system account") which is used to grant or deny access to private or shared data.
Physical Security	The protection of building sites and equipment (and information and software contained therein) from theft, vandalism, natural and manmade disasters, and damages, whether accidental or intentional.
Production or Production System	A system used to process an organization's daily work. It implies a real-time operation and the most mission critical systems in the enterprise.
Proprietary Encryption	Encryption technology that has not been made public and/or has not withstood public scrutiny. The developer of the encryption technology could be a vendor, an individual, or the government.
Provider	Third party such as a contractor, vendor, or private organization providing products, services and/or support.

EXHIBIT 3  
EXTERNAL INFORMATION SECURITY POLICY

Term	Definition
Remote Desktop Protocol (RDP)	Connection protocol that presents the screen of a remote computing device on a user's computer screen. The user's computer does not have physical access to the external network. The user will be able to use the remote computer as if they were sitting at it.
Risk analysis	A process that systematically identifies valuable system resources and threats to those resources, quantifies loss exposures (i.e., loss potential) based on estimated frequencies and costs of occurrence, and recommends how to allocate resources to countermeasures so as to minimize total exposure.
Security Monitoring	Security monitoring is a process that assists in proactive identification and remediation of security vulnerabilities and threats. This early identification can assist in preventing, or limiting harm to Department information resources.
Sensitive Information	Information that is confidential or exempt from disclosure by federal or state law; information that requires protection from unauthorized access by virtue of its legal exemption from the Public Records Act.
Server	A physical or virtual computer/device that provides information or services on a network.
State	The government of the State of Florida.
System Administrator	Person responsible for the effective operation and maintenance of IT, including implementation of standard procedures and controls.
Test System	A system that mimics the production environment for the testing of system and application changes yet does not interfere with the production environment.
User	An individual who accesses or utilizes the Department's information resources.
Virus	A computer virus is a type of malicious software program ("malware") that, when executed, replicates itself by modifying other computer programs and inserting its own code. Infected computer programs can include data files or the "boot" sector of the hard drive.
Wireless Access Point	A wireless receiver, typically 802.1x, which provides connectivity, commonly referred to as "Wi-Fi" from wireless network devices to a wired network.
Worm	A worm is a malicious program that can self-replicate and actively transmit itself over a network to infect other computers.

**EXHIBIT 4**

**SYSTEM SECURITY PLAN**



Florida Department of Highway Safety and Motor Vehicles

**System Name**

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**System Security Plan**

12/22/2017

- Confidential -

Exempt from Public Disclosure Pursuant to ss. 281.301 and 282.318, F.S.

## System Security Plan

### Document Information

<b>Document Name</b>	
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# System Security Plan

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## 2 Assumptions and Constraints

The following are assumptions and constraints related to this document.

#	Assumption
1	
2	
3	

## 3 Introduction

### 3.1 Executive Summary

Provide an overview of the overall security requirements of the system and describe the controls in place or planned for meeting those requirements. The document will also delineate responsibilities and expected behavior of all individuals who access the system

### 3.2 Business Objectives

This document will describe the Security Requirements for the **system name here**, addressing the following areas:

- Legal / Regulatory Security Requirements
- Confidentiality Requirements / Data Classification
- System Classification (FIPS 199)
- Authentication Requirements
- Administration, Roles & Responsibilities for Security Functions
- Access Requirements and Restrictions
- Security Logging and Monitoring
- Infrastructure and Network Security Components
- Backup and Disaster Recovery Requirements
- Remote Access Requirements
- Physical Security

## 4 Application Overview

Insert Application high level overview here

## 5 Security Requirements Overview

Table 2 describes an overview of security requirements and processes for each application/area.

<b>Application/Area:</b>	Security Approach:	
	Internal Users:	
	External Users:	
<b>Application/Area:</b>	Security Approach:	
	Internal Users:	
	External Users:	
<b>Application/Area:</b>	Security Approach:	
	Internal Users:	
	External Users:	
<b>Application/Area:</b>	Security Approach:	
	Internal Users:	
	External Users:	

**Table 2 – Security approach for each application/area**

## 6 Legal / Regulatory Security Requirements

### 6.1 Federal Regulations

The Driver Privacy Protection Act, 18 United States Code, Sections 2721-2725 (DPPA). Under state law, motor vehicle, driver license, and vehicular crash records are subject to public disclosure. The Driver Privacy Protection Act, 18 United States Code, Sections 2721-2725 (DPPA) keeps personal information private by limiting who has access to the information.

### 6.2 State Statutes and Rules

In general the Department's duties, responsibilities and procedures are mandated through Chapters 316, 317, 318, 319, 320, 321, 322, 323, 324, 328, 488, 627.730-627.7405, F.S. and Chapter 15, Florida Administrative Code.

Chapter 316, Florida Statutes: STATE UNIFORM TRAFFIC CONTROL  
Chapter 317, Florida Statutes: OFF-HIGHWAY VEHICLE TITLING  
Chapter 318, Florida Statutes: DISPOSITION OF TRAFFIC INFRACTIONS  
Chapter 319, Florida Statutes: TITLE CERTIFICATES  
Chapter 320, Florida Statutes: MOTOR VEHICLE LICENSES  
Chapter 321, Florida Statutes: HIGHWAY PATROL  
Chapter 322, Florida Statutes: DRIVER LICENSES  
Chapter 323, Florida Statutes: WRECKER OPERATORS  
Chapter 324, Florida Statutes: FINANCIAL RESPONSIBILITY  
Chapter 328, Florida Statutes: VESSELS: TITLE CERTIFICATES; LIENS; REGISTRATION  
Chapter 488, Florida Statutes: COMMERCIAL DRIVING SCHOOLS  
Chapter 627.730-627.7405, Florida Statutes: INSURANCE RATES AND CONTRACTS

#### Chapter 15, Florida Administrative Code

15C-1 GENERAL  
15C-2 RULES OF PROCEDURE FOR BUREAU OF MOBILE HOME AND RECREATIONAL VEHICLE CONSTRUCTION  
15C-3 CERTIFICATE OF RIGHT OF POSSESSION  
15C-4 PRIVATE RECREATIONAL VEHICLE INSPECTIONS  
15C-5 MOTOR VEHICLE INSPECTION  
15C-6 MOTOR VEHICLE EMISSIONS INSPECTION  
15C-7 MOTOR VEHICLE DEALERS  
15C-8 ILLEGAL PARKING OF VEHICLES FOR PURPOSE OF SALE OR RENTAL  
15C-12 TAX ON OPERATION OF COMMERCIAL MOTOR VEHICLES  
15C-13 APPORTIONED LICENSE PLATES FOR COMMERCIAL MOTOR VEHICLES  
15C-14 VESSEL REGISTRATION  
15C-15 VESSEL TITLING  
15C-16 ELECTRONIC VEHICLE ISSUANCE SYSTEMS  
15C-17 ELECTRONIC TEMPORARY PLATE TRANSFER  
15C-18 Electronic Filing System

## System Security Plan

15C-19 Motor Vehicle Manufacturers, Importers and Distributors  
15C-20 Derelict Motor Vehicle Electronic Application and Notification  
15C-21 Certificates of Title

## 7 Confidentiality Requirements / Data Classification

Data Classifications for all types of data controlled by DHSMV are maintained on SafetyNet at <http://safetynet/DCS/SitePages/Home.aspx>. The process for updating the classification is also documented at this location on SafetyNet.



## 8 System Classification (FIPS 199)

This section contains the classification of the various parts of the system according to Federal Information Processing Standards (FIPS) Publication.

Figure 2 below summarizes the potential impact definitions for each security objective.

Security Objective	POTENTIAL IMPACT		
	LOW	MODERATE	HIGH
<p><b>Confidentiality</b> Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information. [44 U.S.C., SEC. 3542]</p>	<p>The unauthorized disclosure of information could be expected to have a <b>limited</b> adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized disclosure of information could be expected to have a <b>serious</b> adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized disclosure of information could be expected to have a <b>severe or catastrophic</b> adverse effect on organizational operations, organizational assets, or individuals.</p>
<p><b>Integrity</b> Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity. [44 U.S.C., SEC. 3542]</p>	<p>The unauthorized modification or destruction of information could be expected to have a <b>limited</b> adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized modification or destruction of information could be expected to have a <b>serious</b> adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The unauthorized modification or destruction of information could be expected to have a <b>severe or catastrophic</b> adverse effect on organizational operations, organizational assets, or individuals.</p>
<p><b>Availability</b> Ensuring timely and reliable access to and use of information. [44 U.S.C., SEC. 3542]</p>	<p>The disruption of access to or use of information or an information system could be expected to have a <b>limited</b> adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The disruption of access to or use of information or an information system could be expected to have a <b>serious</b> adverse effect on organizational operations, organizational assets, or individuals.</p>	<p>The disruption of access to or use of information or an information system could be expected to have a <b>severe or catastrophic</b> adverse effect on organizational operations, organizational assets, or individuals.</p>

Figure 2 – potential impacts for each security objective.

## System Security Plan

Table 3 below lists the initial assessment of the impact level for each application area.

Area	Security Objective	Impact
	Confidentiality	
	Integrity	
	Availability	
	Confidentiality	
	Integrity	
	Availability	
	Confidentiality	
	Integrity	
	Availability	
	Confidentiality	
	Integrity	
	Availability	

**Table 3 – Assessed impact level for each application area.**

## 9 Authentication Requirements

### 9.1 Authentication Requirements for system name

High-level authentication and authorization process:

Key considerations for authentication and authorization:

**9.2 Authentication Requirements for System Interfaces**

**9.3 Authentication Requirements for Data Warehouse**

**9.4 Multi-factor Authentication Requirements**

**9.5 Active Directory Domains**

**9.6 Single Sign-On**

## 10 Administration, Roles & Responsibilities for Security Functions

The description of who (by role) is responsible for various security functions, such as user provisioning (including FTP account provisioning) and access maintenance (roll-on and roll-off procedures)

## 11 Access Requirements and Restrictions

The overall approach for access requirements and restrictions will include:

1. Identification of users (by role) and access necessary
2. Analysis of each page to define operations necessary to view or access information on the page
3. Identification of functionality on the page, if any, that requires a separate operation

## 12 Security Logging and Monitoring

Requirements for Security Logging and Monitoring

## 13 Infrastructure and Network Security Components

Insert Network Topology/Diagrams as needed

### 13.1 Network topology

Please Describe Here

### 13.2 DMZ and Intranet

Please describe any applicable use

### 13.3 Load balancing/clustering

Please describe any applicable use

### 13.4 Anti-virus, patching & other vulnerability monitoring

Please describe any applicable use

### 13.5 Communication protocols

Please describe any applicable use

### 13.6 Application and Data tiers

Please describe any applicable use of Network security for the Application and Data tiers.



## 14 Backup and Disaster Recovery Requirements

Please describe any applicable use

## 15 Remote Access Requirements

Please describe any applicable use for remote access

## 16 Physical Security

Please describe any applicable use

## 17 Attachments

Provide any relative information here

## 18 Reference Materials

Table 4 includes material reviewed to create the security plan.

Document	Format	Purpose/Description

**Table 4: Reference Materials**

## 19 Deliverable Signature & Acceptance Page

*To be completed by the Director, Contract Manager, Project Manager, and Information Security Officer (ISM).*

### Sign Off:

By signing the Signature & Acceptance Page of the deliverable, this indicates that you have reviewed this deliverable, accept all of its contents, and deem completed.

---

Director

Date

---

DHSMV Contract Manager

Date

---

DHSMV Project Manager

Date

---

DHSMV Information Security Officer


Date

# EXHIBIT 5

November 1, 2016

[CM04 CHANGE MANAGEMENT POLICY V04]

## INFORMATION SYSTEMS ADMINISTRATION POLICY

<b>SUBJECT</b> ISA Change Management Policy		<b>POLICY NUMBER 04</b> 
<b>POLICY MAINTENANCE ADMINISTRATOR</b> Alton Edwards, Chief, Strategic Business Office (SBO)		
<b>PURPOSE/SCOPE</b> The primary objective is to ensure the integrity and reliability of the Information Technology (IT) environment by controlling and coordinating all changes across the service lifecycle (hardware and software) as dictated by business needs within acceptable risk parameters. Change Management is the process with which ISA plans, schedules, applies, distributes and tracks (IT Infrastructure Hardware/Software, Projects, and Application Development) changes impacting IT business services regardless of platform. Current Scope includes all IT Services and Configuration Items across the service lifecycle.		
<b>BUREAU CHIEF APPROVAL</b> Alton Edwards, Chief, SBO	<b>EFFECTIVE DATE</b> November 1, 2016	
<b>PAGES</b> 5	<b>REVISION DATE</b> October 26, 2016	

### I. AUTHORITY

- A. Florida Statutes: 282
- B. F.A.C. 71A-1 Florida Information Technology Resource Security Policies & Standards

### II. DEFINITIONS

The Information Technology Infrastructure Library (ITIL) was referenced in providing definitions related to change management and change control.

- A. CAB: Change Advisory Board; ISA Chiefs and delegates that approve or make recommendations to the Change Manager in the Assessment, prioritization and scheduling of Changes. This board includes non-voting representatives from IT, the Business, and Third Party Vendors/Suppliers.
- B. ECAB: Emergency Change Advisory Board; Voting CAB members who make decisions about expedited high impact Emergency Changes through defined approval process.
- C. Change: The addition, modification or removal of approved, supported or baselined hardware, network, software, application, environment, system, desktop build, or

## EXHIBIT 5

November 1, 2016 [CM04 CHANGE MANAGEMENT POLICY V04]

associated documentation having an effect on IT services or governance of those services.

- D. Change Management: Process for managing changes to the day-to-day operation of the business, responsible for controlling the lifecycle of all changes. Ensures each change is assessed for risk, impact and communication. It is not a substitute for planning and project management on the front-end of projects.
- E. Change Type and Approval Levels:
1. **Emergency** – Changes that need to bypass the normal Change flow based on criteria defined in Emergency Changes listed below.
  2. **Normal** – Planned changes scheduled for implementation following the next scheduled CAB meeting, typically to occur within the next five to seven days or later.
    - a) Must go through CAB before implementation is approved as scheduled.
    - b) Must allow time for adequate risk, impact and communication verification.
  3. **Standard** – These are prior CAB approved changes that pose little to no risk and little to no impact on customers using/receiving those approved services. Standard Changes are relatively common.
    - a) Follow a defined/documented procedure or workflow
    - b) Defined Test /Back out/ Communication.
    - c) Must submit Change Request to track and record the Change.
    - d) Approval handled by Change Manager after validation as approved standard change.
- F. Emergency changes: Changes that need to be rejected or approved in an expeditious manner by E-CAB (electronic Change Authorization Board polling ISA Chiefs or their delegates) and based on the automated change approval work-flow process. Emergency Changes for Incident Resolutions can be created after service is restored and subsequently approved in Service Manager by the Change Manager. Examples of “Emergency Changes” are:
1. To resolve a major incident or outage of a critical service impacting business functionality.
  2. Critical Security patching outside of planned patch updates.
  3. Urgent changes needed to facilitate Budgetary or Legislative constraints.

Submitting as an emergency does not guarantee the change will be implemented. The E-CAB will assess the change for adequate risk, impact and communication plans. Accountability for risk mitigation resides with the E-CAB and not Change Management.

- G. IT Environment: All environments (Live/Production, Test, Development Environments) used for meeting the performance needs of our customers as outlined in the Service Level Agreements. ISA has defined standard maintenance windows for performing required Operation and Maintenance necessary to ensure defined levels of service are being met. All planned outages will be communicated to impacted customers.



## EXHIBIT 5

November 1, 2016

[CM04 CHANGE MANAGEMENT POLICY V04]

- H. Project Manager: The person responsible for managing a software development or infrastructure project from start to finish (including submission of additional changes during the project warranty period).
- I. Requestor: The customer or representative requesting the change be considered by the Change Advisory Board. This will include the Project Manager or their delegate as project changes are identified.
- J. Roll Back Plan (Back-Out Plan): A plan to remove a change that is not working as planned, and return the functionality of the system back to the pre-implementation level.
- K. Implementation Test Plan: How will the changed functionality be released, tested and verified, to ensure the agreed upon change was delivered as agreed.
- L. Communication Plan: A plan outlining the method and information needed to be sent to customers or stakeholders of a change.
- M. Security Plan: Required information for addressing high level changes to security functionality.
- N. System Owner: The person(s) responsible for the system or business process.

### III. POLICY

It is the policy that all changes to information technology that may have impact to DHSMV and the services they provide to their customers, will go through the Change Management process defined in this policy. This includes enhancements, bug fixes, maintenance, new software development and IT Service type changes.

- A. Removal or Transfer of a service will be classified as a change with the potential to have a major impact.
- B. All requests for change will be recorded and classified, and there will be a documented procedure to record, classify, assess and approve requests for change.
  - 1. Requests for change classified as having the potential to have a major impact on the services or the customer will be managed as defined by current governance process.
  - 2. There will be a documented procedure to record, classify, assess and approve requests for change.
- C. There will be a documented procedure for managing and communicating emergency changes.
- D. All changes to a service or service component will require a request for change.
- E. Requests for change will have a defined scope and workflow.
  - 1. Requests for change will be assessed using information from the Change Management process, Technical Review Board and Business processes.
  - 2. The service provider will provide input to Change Advisory Board (CAB)
  - 3. The CAB decision involves the risks, potential service/customer impacts, service requirements, business benefits, technical feasibility and financial impact.
- F. Approved changes will be developed and tested based on the availability of those environments and available resources.

# EXHIBIT 5

November 1, 2016 [CM04 CHANGE MANAGEMENT POLICY V04]

- G. A change calendar containing details of the approved changes and their proposed deployment dates will be visible to DHSMV. The Change Calendar will be used as the basis for planning deployments.
- H. The activities to back-out an unsuccessful change will be planned, documented and, where possible, tested.
  - 1. How the change will be reversed or remedied if unsuccessful.
  - 2. Unsuccessful changes will be resolved with input of the customer.
- I. The Configuration Management Database (CMDB) records will be updated following the deployment of changes if current baseline has changed.
- J. The service provider will test implemented changes for delivery of agreed services.
- K. Requests for change will be analyzed at planned intervals to detect trends.
  - 1. The results and conclusions drawn from the analysis will be recorded and reviewed to identify opportunities for improvement
- L. All Changes will have a warranty period of three days to a maximum of 2 weeks, depending on magnitude of the change. The warranty period is the period of time allocated for implemented solution stabilization, prior to change control closure. The warranty period is used to validate the deployed, in-scope solution.

## IV. KEY PERFORMANCE INDICATORS

ISA	Purpose	Goal	Measures	Standards
Service	Delivery of secure high quality services that align with and evolve to customer needs	Effectively support business functions	<ul style="list-style-type: none"> <li>* Communicate plan with business units the availability of services, compliance with agreed SLA timeliness to increase success rate of changes reducing risk and impact to all agency customers.</li> <li>* Promote proper planning to reduce volume of emergency changes causing risk to critical agency business operations.</li> <li>* Proactively research new technology.</li> </ul>	<ul style="list-style-type: none"> <li>(Goal 90%) % Changes completed on time impacting business services by Month</li> <li>(Target &lt;2) # Emergency Changes vs Normal Changes impacting business operations by Month</li> <li>(Standard) # Proactively research new technology</li> </ul>
		Create and enhance the Department's IT infrastructure	<ul style="list-style-type: none"> <li>* Improve baseline (hardware/applications) when agency critical service operations will be impacted by IT Service changes.</li> <li>* Reduce inaccurate baseline information for mitigation of risk and impact communicated to agency business units (maintain accurate service/application to service providers (3rd relationships).</li> <li>* Improve IT services provided to agency customers based on adequate assessment of risk and impact.</li> <li>* Service providers are required to adequately communicate with the business and IT service provide the availability of services that affect critical agency operations.</li> </ul>	<ul style="list-style-type: none"> <li>(Goal 95%) # Existing Existing CIs Documented in CMDB each month</li> <li>(Goal 9%) % CIs Discovered but Not Documented CMDB each month</li> <li>(Goal 99%) % of CIs Updated Monthly based on Approved Changes</li> <li>% of Service Level Targets Met 99.75% quarterly</li> </ul>
		Timely deliver and support high quality application development and data management services	<ul style="list-style-type: none"> <li>* Enterprise-wide changes impacting the agency critical services and business operations will be assessed for impact to better mitigate risk.</li> <li>* Provide better visibility of maintenance related changes to optimize proper planning, notifications of Legislative Elections, potential resource requirements and timely communication to impacted customers and key business services.</li> <li>* Improve visibility of enhancement changes to the business for planning purposes, communicating when they can expect the enhancement to take effect.</li> <li>* Reduce the incident rate by revealing root causes to better determine what business functions are being adversely impacted by changes delivered to the agency.</li> </ul>	<ul style="list-style-type: none"> <li>(Goal 95%) % of Software Development Change Requests Documented in SSM by Month</li> <li>(Goal 90%) % of Maintenance Changes being Assessed Risk/Impact each Month</li> <li>(Goal 90%) % of Enhancements Changes being Assessed Risk/Impact each Month</li> <li>(Goal 90%) % Incidents Impacting each Business Function by Month</li> </ul>
		Improve customer satisfaction through increasing alternative service delivery methods	<ul style="list-style-type: none"> <li>* Continuously validate if IT Service providers are adding value to the customer's productivity or work proficiency.</li> <li>* Provide for equitable # of Customer feedback to verify agreed upon services are being provided agency personnel based on customer needs.</li> <li>* Reduce the # of expedited changes that shortcut risk/impact/communication that would allow for proper planning and analysis.</li> <li>* Increase the number of agency personnel following governance ISA policy, process, and procedures.</li> </ul>	<ul style="list-style-type: none"> <li>(Goal 25%) % of Customer Satisfaction Surveys Conducted each YR</li> <li>(Target 2) # of Customer Satisfaction Surveys Conducted each YR</li> <li>(Target &lt;3) # of all Changes that are deemed Emergency Fixes per month</li> <li>(Goal 90%) % Change Requests Properly Documented in Service Manager by Business Area</li> </ul>

## V. ENFORCEMENT/PENALTIES FOR NON-COMPLIANCE

Habitual offenders will be subject to the HSMV coaching and disciplinary process.

## VI. EXEMPTIONS

Not applicable.

## VII. WAIVERS FROM POLICY

Only Director or Deputy Director can provide waivers from this policy. Each must be sent to Service Management Office and filed accordingly.

# EXHIBIT 5

November 1, 2016 [CM04 CHANGE MANAGEMENT POLICY V04]


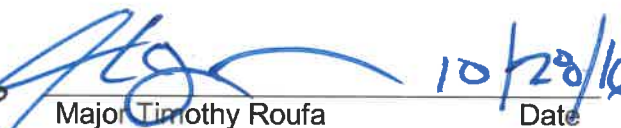
**VIII. REFERENCES**

- A. IT Infrastructure Library (ITIL) Version 3
- B. ITSM Service Management

**IX. DEVELOPMENT AND REVISION HISTORY**


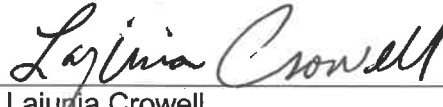
Version	Date	Description of Change	Revised By
A1	08/31/2013	Original Draft	
A2	10/17/2014	Rewrite Language and Scope to align with ISO 20000-2011	Sandy Singleton
A3	12/22/2014	Update Revision Dates and Chiefs	Sandy Singleton
A4	05/01/2015	Update to indicate who is responsible for emergency changes, project warranty period	Lajunia Crowell
A5	6/29/2015	Review and Update Language	Sandy Singleton
A6	10/05/2016	Review and Update Language	Sandy Singleton
A7	10/26/2016	Reformat for Consistency	Sandy Singleton

 Clayton Boyd Dickerson-Walden Chief Information Officer	 April Edwards Deputy Chief Information Officer
Date 12/12/16	Date 12/9/16

 Terrence Samuel Director, Office of Motorist Modernization	 Major Timothy Roufa FHP Chief Technology Officer
Date 10-28/16	Date 10/28/16

 Scott Morgan Information Security Manager	 Scott Bean Chief, Service Support
Date 10/28/16	Date 10/28/16

 Eric Brown Chief, Service Operations	 Desi Tatillan Chief, Service Development
Date 10-31-2016	Date 10/28/16

 Alton Edwards Chief, Strategic Business Operations	 Lajunia Crowell Manager, Service Management Office
Date 10/28/16	Date 10/28/16

 Sandy Singleton Service Management Office	
Date 10/28/16	

## EXHIBIT 6

# SITE SURVEY REPORT FORM (EXAMPLE)

<b>Agency Information</b>	
<b>Agency Name Address</b>	
<b>Agency Contact, Phone &amp; Email</b>	<b>Name:</b> <b>Direct:</b> <span style="margin-left: 150px;"><b>Cell:</b></span> <b>E-Mail:</b>
<b>IT Contact (If applicable)</b>	
<b>Site Survey Date</b>	
<b>Surveyed By</b>	
<b>Site Hours of Operation</b>	
<b>Building Security Information</b>	<b>Entry to building:</b>
<b>Number of workstations</b>	

<b>Optimal Location and number of items</b>		
Equipment	QTY	Location
<i>Ticket printer</i>		
<i>Work Station Digital Signage</i>		
<i>Central Electronic Display</i>		
<i>Number of speakers</i>		
<b>Network Features</b>		
Logistics	Type	Notes
<i>Operating System(s)/version(s)</i>		
<i>Network configurations i.e.-Network Servers; Network Media; Infrastructure; Wireless</i>		
<i>Access point for audible</i>		
<i>Security features</i>		
<i>Facility diagram</i>		

<b>Additional Notes</b>

**EXHIBIT 7**

**TAC SERVICE REQUEST LOG**

<b>Date</b>	<b>Time</b>	<b>Tech Name</b>	<b>Ticket #</b>	<b>Description of Problem / Comments</b>

## EXHIBIT 8 - SITE INVENTORY FORM EXAMPLE



Date:

Name/Agency: Broward-Pembroke Pines (R02)  
 Site Address: 8001 Pembroke Road, Pembroke Pines 33025  
 Install Date / Time: 4/25/14 3:00PM

On-Site Installation Checklist/Signoff

Contact:

EQUIPMENT PRODUCT TYPE	SERIAL #	ASSET # (IF NEEDED)	LOCATION IN OFFICE	FUNCTIONALITY VERIFIED	NOTES
Ticket Printer	P1234				
Work Station Digital Signage	W2468				
Central Electronic Display	T3690				

EQUIPMENT PRODUCT TYPE	SERIAL #	ASSET # (IF NEEDED)	LOCATION IN OFFICE	FUNCTIONALITY VERIFIED	NOTES

I acknowledge that (Vendor) has completed all installation/configuration/removal requirements in accordance with DHSMV SOW/contract requirements.

**Install  
Completion  
Acceptance**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**(Vendor)  
Acknowledgement**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT 9  
NON-DISCLOSURE AGREEMENT**

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

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

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

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

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

\_\_\_\_\_

**Vendor Representative:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Company Represented



**EXHIBIT 10**

**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

**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 responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. Information submitted contrary to these instructions may not be reviewed or evaluated, as determined by the Department.

**Proposals that include any qualifying language, condition(s), 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 response in the following manner:

- A. One (1) original hardcopy response (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 responses.

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

- B. Five (5) duplicate paper copies of the Technical Response, Section E.2, subsection C, below.
- C. Hard copy responses should be bound individually and submitted in three (3) ring binders or secured in a similar fashion to contain pages that turn easily for review. All pages must be numbered, identify the RFP number, and include the prospective contractor’s name.
- D. The prospective Contractor should also submit an equal number of electronic copies of the response (original and five (5) copies of the Technical Response). The electronic format shall be submitted on CD, DVD-ROM or USB thumb drive. The software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or later. These electronic files must be logically named and easily mapped to the hard copy submittal. The electronic media should be clearly labeled in the same manner as the hard copies.

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<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.

All submittals received by the date and time specified in Attachment C, Special Conditions, Section C.6, Solicitation Timeline, become the property of the State of Florida and shall be a matter of public record subject to the provisions of Chapter 119, Florida Statutes (Fla. Stat.). The State of Florida shall have the right to use all ideas, or adaptations of the ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

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

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

In addition to the original response and five (5) duplicate paper copies of the technical response, the prospective Contractor must also submit one (1) hard copy and one (1) electronic redacted copy of the response suitable for release to the public. Any confidential or trade secret information covered under section 812.081, Fla. Stat., should be either redacted or completely removed. The redacted response shall be marked as the "redacted" copy and contain a transmittal letter authorizing release of the redacted version of the response in the event the Department receives a public records request.

As a public agency, the Department is subject to the record disclosure provisions of Chapter 119, Fla. Stat., and all documents and other records in the Department's custody, whether generated by or submitted to the Department, are subject to public release unless a lawful exemption applies. This includes responses received in response to a solicitation. Accordingly, the redacted copy is requested to permit prospective contractors to correctly identify the portions of their responses not subject to release because a legal exemption applies. Broad disclosures, such as marking "confidential" on every page, including those on which no trade secret, proprietary, or other confidential information is present, are not acceptable.

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

**E.2** The RFP response shall consist of the following parts:

**A. Original Response Mandatory Documentation**

**1. Transmittal Letter**

This letter is **mandatory** and serves as the document covering transmittal of the response package, as well as verification of Contractor name, address, and Federal Employer Identification (FEID) Number, and should be included in the original

response. The letter must provide the name, title, address, telephone number, original signature, and email address of the official Contractor contact and an alternate, if available. These individuals shall have the authority to bind the 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** and shall be included with the transmittal letter and should be included with the original response, as specified in Attachment C, Special Conditions, Section C.12, Proposal Guarantee, of this RFP. ***(No points will be awarded for the Proposal Guarantee.)***

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

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

## **3. Past Performance and Experience - Client References (Mandatory and must be submitted on 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. Mark **N/A** if the business name has not changed within the past three (3) years.

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 C., 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 (Mandatory and must be submitted on Attachment H)**

Respondents shall complete and submit one (1) original copy of the Cost Proposal (Attachment H), **with its original proposal**, which shall be labeled and tabbed separately. *(Item 4. is worth a maximum of 500 points.)*

The intent of this RFP is to solicit firm fixed prices for the costs associated with provision of services as defined in Attachment D, Scope of Services.

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

**5. Required Certifications (Mandatory and must be submitted on Attachment I)**

The following certifications, contained in Attachment I, Required Certifications, are mandatory and should be included with the original response:

- a. **Acceptance of the Contract Terms and Conditions** - certifying that the prospective Contractor accepts the terms and conditions as specified in this RFP and in the Department's Standard Contract (Attachment K).
- b. **Organizational Conflict of Interest Certification** - certifying that the prospective contractor, its subcontractors, if applicable, subsidiaries, and partners, have no existing relationships, financial interests, or other activities which create any actual or potential organizational conflicts of interest relating to the award of a contract for this solicitation, and must comply with subparagraph 287.057(17)(a)1, Fla. Stat.
- c. **Project Manager Attestation** - certifying that from the date of contract execution through at least sixty (60) days following successful implementation of the Solution or until approved for release by the Department, whichever comes earlier, the prospective Contractor 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 Solution will maintain said certification through the period noted above.

Attachment I, Required Certifications, shall be labeled and tabbed separately and **should be included with the original response 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, CONDITION(S), CAVEAT(S), OR MODIFICATION(S), WILL RESULT IN THE REJECTION OF A PROSPECTIVE CONTRACTOR'S PROPOSAL.**

## **B. Original Response Non-Mandatory Documentation**

### **1. Certification of Drug-Free Workplace Program (Non-Mandatory and must be submitted on Attachment J)**

The prospective Contractor shall sign and include Attachment J, Certification of Drug-Free Workplace Program, if applicable, with its original response, per Attachment C, Special Conditions. ***(No points will be awarded for this subsection.)***

## **C. Technical Response**

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

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

### **2. Executive Summary**

The prospective Contractor shall include an executive summary, no longer than ten (10) single-sided pages in length, that demonstrates the prospective contractor's overall understanding of the need for and purpose of the project and describes the salient features of the prospective contractor's technical 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 described 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 initiative as described in Attachment D, Scope of Services.
- c. A summary of projects performed by the prospective Contractor similar to the services contemplated by this solicitation. 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. Solution Requirements

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., Solution Requirements. ***(This section is worth a maximum of 715 raw points.)***

***(The following subsection a. (1)-(4) is worth a maximum of 60 raw points with each component being worth a maximum of 5 points each.)***

- a. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **Equipment** requirements:
  - 1) Ticket Printer that must have:
    - (a) The capability to print tickets utilizing a web-based application, and including the Agency Site/Field Office location name, ticket number, date and time, transaction type(s) of service requested, and estimated wait time.
    - (b) The capability to view, edit, create, and modify the display text, images, and layout of the ticket within the web-based application without the additional need for software reprogramming and/or equipment upgrades or replacement.
    - (c) The inability to duplicate ticket numbers.
    - (d) The capability to reprint tickets.
    - (e) The capability to provide and maintain a sufficient quantity of non-proprietary receipt paper to each of the Agency Sites/Field Offices utilizing the Queuing system.
  - 2) Central Electronic Display that must have:
    - (a) The capability to integrate with the Department's current vendor's system, indicating the tickets being called and the workstation location, including an audible message to alert the customer.
    - (b) Ability for customers to monitor the number of persons in the queue by service option; the longest running "wait time" of those in the queue by service option; and show the estimated current "wait time" of those in the queue.
  - 3) Audio that must include:
    - (a) All of the necessary cables, adapters, and connectors to connect to the existing audio system.
    - (b) A selectable low and/or high impedance audio output.
    - (c) A selectable balanced or unbalanced audio output.
    - (d) A user adjustable audio level being sent to the existing audio amplifier component.

- 4) Hardware (e.g., cabling, wires and/or connections, etc.) that must be readily available, nonproprietary, commercial off-the-shelf (COTS) resources, for any of the proposed equipment.

***(The following subsection b. (1)–(3) is worth a maximum of 115 raw points with each component being worth a maximum of 5 points each.)***

- b. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **Customer Access Functionality** requirements:

- 1) Web-based Registration Application Functional Requirements must:
  - (a) Allow customers the capability to register, and schedule an appointment, and/or cancel/reschedule an appointment(s).
  - (b) Require first and last name; date of birth (DOB); contact telephone number; email address; and service sought.
  - (c) Available via any web-enabled device, such as mobile, tablet, or laptop.
  - (d) Provide the customer with the service options that are available when scheduling an appointment, display an error message when required information is missing, and display helpful hints when data is typed in an invalid format.
  - (e) Allow for the customer to select special services, such as the need for a sign language interpreter, and require the system to immediately provide an email notification to the Agency Site/Field Office location's office manager's email account, once the appointment is booked.
  - (f) Allow multiple family members to use one (1) phone number when utilizing the web-based registration or checking into any Agency Site/Field Office location.
  - (g) Provide a unique confirmation number to customers for each appointment created that may not be duplicated/repeated and must allow for appointment confirmation to be sent to customer via email or text (SMS).
  - (h) Provide in both English and Spanish.
- 2) Mobile Application Requirements must:
  - (a) Support current Android and IOS platforms.
  - (b) Be available for customer download from the Department's application store and utilization.
  - (c) Separately display current estimated wait times for Agency Site/Field Office locations.
  - (d) Provide the ability to text (SMS) customers.



- (e) Contain a bilingual option for the customer to view in both English and Spanish.
  - (f) Deploy to the Department's application store.
  - (g) Pass "stop" information back to the appropriate customer.
  - (h) Be fully hosted and managed in a secure environment, and be available for use twenty-four (24) hours per day, seven (7) days per week, and three-hundred sixty-five (365) days per year.
  - (i) Timely and correctly route all necessary information, (i.e., appointment creation, check-in status, etc.).
  - (j) Be inclusive of on-going operating system updates security updates, enhancements, and bug fixes supporting Android and IOS.
  - (k) Utilize Transport Layer Security (TLS), Version 1.2, or latest upgraded version.
  - (l) Provide account provisioning and application authentication.
  - (m) Utilize an Identity Proofing process.
  - (n) Comply with the Department's External Information Security Policy.
- 3) Audio must be configurable to include custom phrases in the same voice as other audio instructions, and must be provided in both English and Spanish.

***(The following subsection c. (1)–(14) is worth a maximum of 70 raw points with each component being worth a maximum of 5 points each.)***

- c. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **Examiner Role Requirements**:
- 1) Issue a service ticket to customers by service type using first name and last name.
  - 2) Check-in customers that have created an appointment via the web-based application.
  - 3) View the queues for all service options and call the next ticket based on the order established by the system.
  - 4) Place Examiner role in an "idle" or "closed" status.
  - 5) Call a return customer from the same business day to complete a transaction in the event of a service interruption.
  - 6) View the various estimated current "wait times" of persons in the queue.
  - 7) Include a message field in which notes may be entered and the ability to store messages.

- 8) Call tickets based on priorities, such as, but not limited to the following: appointments, walk-in's Commercial Driver License (CDL), hazmat/fingerprinting, and original and transfer title/registrations, and other than first-in/out.
- 9) Place a customer into a hold queue for those transactions that are two-phased (e.g., driver testing) and place the customer back into a service queue when ready to complete the transaction.
- 10) Move a customer from one queue to another and still maintain total wait time of customer.
- 11) Provide Examiners the ability to establish the counter number upon log-in each day.
- 12) Create, cancel, reschedule, and modify appointments created from web/mobile application by a customer using available slots for Agency Site/Office locations.
- 13) Print a daily roster of all appointments scheduled for a given day.
- 14) Search for customer appointments utilizing any of the customer data used to create the appointment, including the confirmation number generated by the Solution.

***(The following subsection d. (1)–(27) is worth a maximum of 135 raw points with each component being worth a maximum of 5 points each.)***

- d. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **Management Role Requirements**:
  - 1) Include all functions as required above in subsection c., Examiner Role Requirements.
  - 2) Alert the Department via the System Administrator email account(s) when pre-set conditions associated with customer service are exceeded or not met.
  - 3) Add, modify, and remove End User(s) with Examiner role functionality.
  - 4) View the number of customers in the queue by service option and location, along with estimated wait time for each service option at each location.
  - 5) View the longest running wait time of customers in the queue by service option.
  - 6) View the status of each work station, (e.g., “closed”, “idle”, “in-service”).
  - 7) View the service option and ticket number being served by a work station.
  - 8) View if a work station is on idle, or show as available, but with no waiting customers.

- 9) Alert office managers via the email accounts associated with the Agency Site/Field Office when there is an "idle" workstation with customers showing in the queue and allow override.
- 10) View a daily total of the number of customers served by workstation.
- 11) Alert office managers via the email accounts associated with the Agency Site/Field Office when pre-set conditions associated with customer service are exceeded or not met.
- 12) Alert office managers via the email accounts associated with the Agency Site/Field Office when pre-set transaction times for a service option have been surpassed.
- 13) Alert office managers via the email accounts associated with the Agency Site/Field Office when less than a pre-set number of workstations are opened (based on time-of-day and day-of-week).
- 14) View, create, and edit printer ticket formats.
- 15) Identify, capture and report customers who fail to appear at a workstation for service (no-shows).
- 16) Separate no-show customers from transaction time calculation and reporting.
- 17) Include no-show customers in all reports associated with wait time and total customers.
- 18) Allow office managers to view the running transaction time for the customer being served.
- 19) Provide office managers the ability to customize messages sent or displayed to customers, either individually or mass messages (SMS) to customers.
- 20) Establish the number of Examiner stations, opening/closing time of each station, and maximum service time when service queue will automatically close.
- 21) Manually close a service queue.
- 22) Move a customer from one queue to another and still maintain total wait time of customer.
- 23) Provide a mechanism to clear queues at the close of each business day to ensure customers do not receive notifications related to a visit outside of Agency Site/Field Office business hours.
- 24) Manually adjust the time a ticket is closed out.
- 25) Set schedules and dynamically calculate service time based on set schedules and customers currently in the queue.

- 26) Ability to create, cancel, reschedule, and modify appointments created from web/mobile application by a customer.
- 27) Ability to overbook appointments for assigned work location.

***(The following subsection e. (1)–(6) is worth a maximum of 30 raw points with each component being worth a maximum of 5 points each.)***

- e. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **System Administrator Role Requirements**:
  - 1) Include all functions as required above in subsection d., Management Role Requirements.
  - 2) Monitor and connect to all Agency Site/Field Office locations, specific locations, and Department headquarters in an on-line, real-time process.
  - 3) Add, modify, and remove End User(s) with Manager role functionality.
  - 4) Separate Agency Site/Field Office locations.
  - 5) Overbook appointments for any location.
  - 6) Activate, deactivate, and edit Agency Site/Field Office locations.

***(The following subsection f. (1)–(11) is worth a maximum of 155 raw points with each component being worth a maximum of 5 points each.)***

- f. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **Management Reports and Data Analysis Requirements**:
  - 1) The ability to generate various reports, that include, but are not limited to, the following:
    - (a) Daily, weekly, monthly, or annual reports.
    - (b) Audit reports that measure the various functions performed at Agency Site/Field Office locations.
    - (c) Historic and real-time data reports.
    - (d) Total number of transactions.
    - (e) Average, minimum, and maximum transaction times.
    - (f) Total, average, minimum, and maximum wait times.
    - (g) Number of customers transferred from one transaction type to another.
    - (h) Log on/off and idle activity of End Users on the system.

- (i) Transaction times per hour, day, week, month, year, station, and Agency Site/Field Office.
  - (j) Customer report reflecting date of service, time ticket was generated, wait time, transaction time, and the service category.
  - (k) End User generated information such as log on/off, idle activity, and number of transfers.
  - (l) Number of customers waiting by queue.
  - (m) Longest wait times.
  - (n) Actual and average transaction processing time by queue and/or transaction type.
  - (o) Total number of customers serviced.
  - (p) Total number of customer transactions serviced by type.
  - (q) Number of open/closed/servicing Examiner stations.
  - (r) Examiner logged in to a station.
  - (s) Current ticket called for service.
  - (t) Total number of appointments by category.
  - (u) Total number of show/no-show appointments by category.
- 2) Enable ad-hoc reports to be generated using real-time data, without adverse impact to system performance. This feature must be a configurable setting that can be turned off or on by any Agency Site/Field Office location.
  - 3) Ability to add any wait times together to get a true wait time from issuance to closing of the ticket.
  - 4) Log and store audit data related to system access, customer visits (Servicing Examiner ID, date/time, etc.) and any administrative actions or configuration changes made to the system by System Administrators.
  - 5) Provide on-line, real time viewing and printing of any report at all locations and be generated without adverse impact to system performance.
  - 6) Ability to export reports to the latest versions of MicroSoft Excel and Adobe.
  - 7) Ability to identify and exclude "walk-out" or "no-show" tickets from certain reports, and be able to assign a "no-show" status to tickets.
  - 8) Ability to forecast workloads (e.g., number of customers, types of transactions, etc.) either daily, weekly, and/or monthly based on historic transactional data from prior periods.
  - 9) Ability to identify types of ticket close outs (e.g., manual adjustments of the time for close out, etc.).

- 10) Provide a report outlining those customers currently in line when the system became unavailable. This report must be transmitted to each affected station within five (5) minutes of system unavailability.
- 11) Provide audit logs that are protected from modification or deletion and only accessible by Department System Administrators.

***(The following subsection g. (1)–(9) is worth a maximum of 50 raw points with each component being worth a maximum of 5 points each.)***

- g. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **General Solution Requirements**:
  - 1) Allow customers to provide immediate feedback of their experience by sending an online survey to the email address provided by the customer. The online survey results must allow office managers to tie the feedback to the transaction, ticket number and Examiner.
  - 2) Be scalable at the hardware level to support the addition of more equipment within an Agency Site/Field Office location, the addition of new Agency Site/Field Office locations, increase in data persistence, and increased performance.
  - 3) Be capable of processing a minimum of ten thousand (10,000) customer service transactions statewide, per day, without interruption during Department business hours.
  - 4) SMS shall text message customers when they are a configurable number of minutes from being called for service, warn them that their estimated wait time has changed, and notify them of the need to check-in when they arrive at the station.
  - 5) Allow Department personnel to configure notifications sent to customers via the web registration component (e.g., notification to the customer of his or her place in the queue and the estimated wait time for the requested service, etc.).
  - 6) Not utilize any proprietary storage format and/or encryption routines that are not readily available for use by Department development staff to integrate data with existing and/or new systems.
  - 7) Notate all customers left in the queue at closing and automatically remove clients from the queue at closing.
  - 8) Configure service priorities specific to an Agency Site/Field Office location (not all locations provide the same services). End User(s) must be able to view only the services provided at each respective Agency Site/Field Office location they are logged into.
  - 9) Provide End User account and proper management as follows:
    - (a) Employ and enforce group/role-based access control for rights within the administration console.

- (b) Support decentralized hierarchal System Administrator roles with a top-level administration and ability to delegate specific functions to lower level System Administrators. (Example – Top level System Administrators with full access and ability to delegate specific functions to lower level System Administrators.)

***The following subsection h. (1)–(17) is worth a maximum of 95 raw points with each component being worth a maximum of 5 points each.)***

- h. At a minimum, the prospective Contractor shall describe its proposed plan to meet the following **System Platform Requirements**:
  - 1) A cloud-based hosted solution. The cloud-based hosted solution must meet all Department technical and security standards and requirements.
  - 2) Support, at a minimum, the following operating systems:
    - (a) Windows 7.x;
    - (b) Windows 10 and all future Windows versions implemented during the Contract term, including any renewals and extensions; and
    - (c) The mobile application must be maintained and upgraded with compatible current and future iterations of operating systems and security updates.
  - 3) Must be customizable for Agency Site/Field Office locations to meet all Department functional, audit, and reporting requirements.
  - 4) Ability to determine the number of defined fields/services (maximum of 20 field limit).
  - 5) Ability to customize filters as well as viewed content on the mobile application.
  - 6) Incorporate field-level validation to limit the possibility of data entry or manual update errors.
  - 7) Access to the Solution, various screens, functions, and reports must be granted through role-based assignments with a minimum of at least three (3) access levels consisting of Examiners, Managers, and System Administrators.
  - 8) Ability for System Administrators to maintain, configure roles and access controls for all system components without the Contractor's assistance after implementation.
  - 9) A web interface that provides customers with Agency Site/Field Office location, current wait times based on service type, open/closed days, hours of operation, and services provided for each Agency Site/Field Office location. The web interface shall be maintained and hosted by the Contractor's website.

- 10) Support the current releases and all previous versions of the most popular browsers (Internet Explorer, Firefox, Chrome & Safari) supported by the originating Contractors (Microsoft, Mozilla and Apple). The browser-based solution must use TLS version 1.2 or higher for encrypting all connections between the browser and the host environment.
- 11) Ability to provide queue entry via voice, text (SMS), or web.
- 12) Provide an estimated-up time or system availability guarantee of 99.9%, including full system redundancy to ensure the availability requirement.
- 13) Vulnerability scanning for Department approval on all system components and must perform initial vulnerability scanning and validate mitigation actions prior to placing any new or modified system or component in production.
- 14) Store all Department data at the approved Primary and Secondary hosting site within the continental United States of America.
- 15) The Contractor must provide, upon request, proof of certification, accreditation, or audit to validate the hosting solution security.
- 16) The Solution must be accessible and operational twenty-four (24) hours per day, seven (7) days per week and three-hundred sixty-five (365) days per year, excluding periods of scheduled maintenance.
- 17) The Solution installed on Agency Site/Field Office workstations must be capable of being integrated with the Department's Active Directory structure to allow for user validation and minimize user login requirements.

## **5. Primary and Secondary Hosting Sites**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection C., Primary and Secondary Hosting Sites. ***(This section is worth a maximum of 30 raw points with each component being worth a maximum of 5 points each.)***

At a minimum, the prospective Contractor shall describe its plan to meet the following requirements:

- a. Ability to host Solution infrastructure components such as physical infrastructure, including but not limited to servers, hardware appliances or network devices at a secure data center.
- b. Provide both a secure primary data center (primary hosting site) and a secure secondary and geographically diverse data center (secondary hosting site) for Disaster Recovery (DR) purposes.
- c. Host at a secure data center, the Production and Test Environments that may be part of the Solution.
- d. Host at a secure secondary data center in a separate geographically diverse location, the Solution Production DR environment.



- e. Ensure ongoing network connectivity and replication of all data from the primary hosting environment to the DR environment.
- f. Ability to communicate with the State Data Center through secure methods, at a minimum, using SFTP and web-services.

## **6. System and Data Backups**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection D., System and Data Backups. ***(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 describe its plan to meet the following requirements:

- a. Backup records once every twenty-four (24) hours, seven (7) days per week, and three hundred sixty-five (365) days per year to facilitate data and system restoration in the event of any failures, including but not limited to, hardware.
- b. Backup data during periods of the system's lightest use.
- c. Log physical and virtual tape backup and recovery services activities and provide on-demand data log exports.

## **7. Maintenance of Equipment, Systems, and Software**

The prospective Contractor shall submit a detailed Remedial Maintenance Plan and a Service Request Plan, as described in Attachment D, Scope of Services, Section D.6, Services Provided by the Contractor, subsection G., Maintenance of Equipment Systems and Software. ***(This section is worth a maximum of 100 raw points with each component being worth a maximum of 5 points each.)***

The Plans, at a minimum, shall include details regarding how the Contractor will provide/meet the respective items listed below:

### **a. Remedial Maintenance Plan**

- (1) Job descriptions, number of personnel to be assigned to remedial maintenance, and geographic location of support personnel.
- (2) Detailed position description for the single point-of-contact to which the Department will report all remedial maintenance activities.
- (3) An overview of Contractor's remedial maintenance handling procedures from logging of a request for remedial maintenance through final resolution. Identify all steps that shall be complied with including logging, initial diagnosis, initial resolution, and escalation and final resolution. Address the hours of operation, expected wait times for service, and contact methods for reporting maintenance requests.

- (4) Identification of Contractor expectations regarding participation by the Department and/or its agent(s) in the activities in the Remedial Maintenance Plan and dependencies between these activities.
- (5) The availability of personnel to provide remedial maintenance during the principal period of maintenance.
- (6) Stocking and maintaining the necessary levels of “hot spares” and spare parts to provide maintenance per the requirements, terms, and conditions of the RFP.
- (7) Unlimited replacement parts and unlimited service requests to any and all Agency Sites/Field Offices during the principal period of maintenance.
- (8) Assurance that only new parts approved by the original equipment manufacturer for the specific equipment being serviced will be used when replacement parts are required, and plan for requesting and obtaining Department approval if new parts are unavailable and manufacturer-certified refurbished parts must be used.
- (9) Means by which Contractor personnel will contact the site requiring maintenance and how response times for maintenance requests as outlined in the RFP will be met.
- (10) A central dispatch office (single point of contact email address) during the principal period of maintenance to which the Department will place all requests for remedial maintenance. Address the provision of an email address and how the Contractor will ensure that and the notification will be delivered to the appropriate maintenance personnel in the required timeframe and how personnel are in place during the principal period of maintenance and calls are answered as required in the RFP.
- (11) An established high-priority escalation procedure for urgent or emergency requests, which the Department can utilize in order to bypass the normal process for requesting remedial maintenance.
- (12) A procedure for acknowledging all requests for remedial maintenance to the Department through the Department’s Service Manager System as required by the RFP, and for ensuring that the assigned reference number will be used when reporting required information or attempting to resolve associated problems.
- (13) A procedure for notifying the site’s office manager that remedial maintenance has been completed before Contractor personnel leave the site, and for addressing remedial maintenance that is incomplete. Describe the plan for updating the Service Manager System to report the site status and time of departure.
- (14) The approach to establishing an escalation procedure whereby Field Technician service personnel assigned to perform remedial maintenance may receive assistance in problem determination and/or resolution, if necessary, to ensure a timely repair of any equipment, component, or operating system.

- (15) The procedure for timely replacing any system equipment or equipment component for which remedial maintenance has been required more than three (3) times in a thirty (30) day period and for inventorying the replacement equipment/component.
- (16) The approach to ensuring that all system equipment and equipment components at each Agency Site/Field Office location are maintained in the same manner as the equipment and components at all other sites.

**b. Service Request Plan**

- (1) An outline of how the Contractor will interface with the Department's Change Management processes and how service requests will be handled and responded-to in keeping with the requirements and processes outlined in the RFP. Include the procedures/processes for submitting requests for additional systems, changes, or moves for obtaining review and approval, and for all communication plans, testing plans, and back out plans.
- (2) Identification of Contractor expectations regarding participation by the Department and/or its agent(s) in the activities in the Service Request Plan and dependencies between these activities.
- (3) A process for providing updates related to maintenance and service requests through the Department's Service Manager System. Address how notification that the request is received will be accomplished and describe the problem resolution process after all maintenance and service requests are routed to the Contractor's Service Coordinator via the Department's electronic Service Manager System.
- (4) A procedure to ensure that any requests for service of equipment covered by the contract initiated by anyone other than those individuals working within TAC will not be responded to and for ensuring that only requests placed by TAC to the Contractor's central dispatch office will be responded to.

**8. Preliminary Implementation Plan**

The prospective Contractor shall submit in the correct format, a comprehensive Preliminary Implementation Plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.7, Implementation Requirements. ***(This section is worth a maximum of 30 raw points with each component being worth a maximum of 5 points each.)***

At a minimum, the Preliminary Implementation Plan shall include:

- a. A summary to show the Contractor has a clear understanding of the types of implementation tasks to be performed for a project of this scope and size, as well as an understanding of the principles of good project management.
- b. An outline of all steps necessary to meet the requirements of the RFP with specific timeframes, critical activities, and tasks identified.
- c. Anticipated installation requirements, including environmental, networking, power, facility, and amount of floor space (sq. ft.) per site.

- d. Number and type of resource(s) responsible for each activity/step.
- e. Key milestones to ensure successful completion of the project.
- f. 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.

**9. Site Survey and Agency Site/Field Office Readiness**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.8, Site Survey and Agency Site/Field Office Readiness. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

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

- a. The plan for conducting timely site surveys of each Agency Site/Field Office to ensure all site and/or environmental requirements are considered in order for the site to be ready for installation of equipment and software.
- b. The approach for identifying all site and/or environmental issues that could cause an Agency Site/Field Office to not be ready for installation of contractor's equipment and software and of all conditions that could negatively impact the equipment installation and/or that could prevent or otherwise negatively impact operation of the equipment and/or software. The plan shall include a description of all modifications that could be required in order to permit the equipment and/or software to be successfully installed/operated (e.g., enhancements/upgrades to the sites electrical power supply).
- c. The procedure to identify the location within each Agency Site/Field Office for storage of de-installed equipment or to notify the Department when space cannot be located within a site and for addressing this issue.
- d. The means by which all Agency Site/Field Office survey results would be documented and the plan for confirming that all items included in Exhibit 3, Site Survey Report Form, are included. Describe how the survey results will be approved or confirmed by Department personnel, and for timely submitting the results to the Department.
- e. The procedure to be followed if the Contractor arrives at a site that has not been prepared in compliance with the site/environmental requirements identified in the site survey and how this would be communicated to and worked-out with the Department in keeping with the time frames identified in the RFP.

## **10. Installation and User Acceptance Testing (UAT)**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.9, Installation and User Acceptance Testing (UAT). ***(This section is worth a maximum of 60 raw points with each component being worth a maximum of 5 points each.)***

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

### **a. Installation Requirements**

- (1) The plan to ensure installation of all equipment and software in all Agency Site/Field Office locations throughout the state will be within the required roll-out timeframe.
- (2) The plan to ensure all associated system and application software to be installed is pre-staged at Contractor's location and tested for each Agency Site/Field Office prior to shipment, and the plan for ensuring that other necessary installation equipment (e.g., cables, connectors, and other non-configurable pieces, etc.) will be brought to the site at the time of installation.
- (3) The approach to ensure the performance of installations will be in accordance with the work-schedule outlined in Section D.9, subsection (2), and the successful installation of the equipment is completed by the time period to be noted in a Final Installation Schedule.
- (4) The procedure to de-install all currently-installed queuing system equipment that will be replaced as a result of this RFP, and how all de-installed equipment will be removed to the correct storage location.
- (5) The plan to install equipment so that cables are efficiently installed in an orderly, organized manner that minimizes space taken up by the cables.
- (6) The plan to install all Contractor-supplied software and drivers to ensure a complete installation and to render the installed equipment fully operational in accordance with the intent of the RFP.
- (7) The plan to ensure that appropriate Contractor personnel remains at the site following installation of equipment to make sure all components are operating within established specifications, and that such personnel returns in a timely manner to resolve and address any issues occurring.
- (8) The plan to ensure that all equipment, consumables, and all items comprising the Solution are delivered to the appropriate Agency Site/Field Office. Also describe how the Contractor will ensure that the Solution is successfully installed and can be accessed by the Department (i.e., meeting all applicable RFP requirements) at each Agency Site/Field Office.

### **b. User Acceptance Testing (UAT)**

- (1) The procedure for notifying the Department when Contractor is ready for UAT Compliance Review.
- (2) The plan to work with the Department to timely and successfully install the

Contractor's proposed Solution, to include any equipment and software interface.

- (3) The procedure for requesting the Department to conduct the UAT Compliance Review and the steps to be taken to ensure that the proposed Solution pass the UAT Compliance Review within the required timeframe.
- (4) The procedure for addressing a failed UAT Compliance Review, including means or method for timely correction of deficiencies and issues found during the review and for notifying the Department of the readiness for re-evaluation. Describe the plan for achieving compliance within the permitted time frame.

## **11. Pilot to be Conducted**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.10, Pilot to be Conducted. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

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

- a. The plan to ensure that all equipment and Contractor-supplied software making up a complete Solution are timely and successfully installed and installation is confirmed, at each pilot Agency Site/Field Office in accordance with the schedule established by the Department.
- b. The plan to ensure that all Contractor's Primary Personnel are available for each pilot Agency Site/Field Office during the pilot period, by the means described in the RFP, to ensure that all components are operating within established specifications.
- c. The procedure to notify the Department that the pilot Agency Site/Field Office is ready for Pilot Compliance Review and the steps to be taken to ensure each pilot site passes a Pilot Compliance Review within the required timeframes.
- d. The procedure for addressing a failed Pilot Compliance Review, including means or method for timely correction of deficiencies and issues found during the review and for notifying the Department of the readiness for re-evaluation. Describe the plan for achieving compliance within the permitted time frames.
- e. A process for ensuring that a service log (using the Department's TAC Service Request Log example) is properly completed and maintained and at each pilot site, and the status of each maintenance/resolution is updated from original notification through resolution in the Department's Service Manager System.

## **12. Training**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.11, Training. ***(This section is worth a maximum of 25 raw points with each component being worth a maximum of 5 points each.)***

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

- a. The types of information to be provided to trainees in order for them to successfully operate and manage the entire Solution and all of their components, and the plan to provide this information to these individuals.
- b. The plan to ensure that delivery of training is provided by qualified personnel who are thoroughly familiar with the operation and maintenance of the entire Solution, which includes software and equipment, and for providing additional training as a result of changes in equipment or operations, at no additional cost to the state.
- c. The plan to provide timely, on-site instructional training on first-level troubleshooting and diagnostics to the Department's TAC, and the types of training materials (job aides or technical manuals) to be provided.
- d. The plan and approach for developing a complete Operations and Troubleshooting guide within the time frame indicated in the RFP, for approval by the Department. Describe the general content of the guide, including the level of understanding required to utilize the guide, how it will be made available to the Department, and how updates or changes to the guide will be timely communicated to the Department.
- e. The plan to provide training to Department training personnel.

### **13. Site Inventory**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.12, Site Inventory. ***(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 describe the following:

- a. The plan to maintain a detailed, up-to-date inventory of all equipment present at each Agency Site/Field Office, installed by or on behalf of the Contractor, as required in the RFP. Describe all documentation to be utilized for tracking of inventory and how inventory will be verified. Address the process for obtaining approval by the Department of the inventory information documented and the process by which the Department will be notified of changes in documented inventory. Include the plan to ensure that the inventory list is continuously and immediately updated whenever a component is changed-out or replaced, and for timely reporting of discrepancies to the Department.
- b. The plan to create and maintain a detailed listing of each and every component installed and de-installed for each respective site, by site name and address; the number of equipment items at each location by model type and the associated equipment serial numbers; date the inventory was conducted; and an indication of the storage location of all de-installed equipment.
- c. The plan to ensure each piece of equipment has a visible, easily viewable, and legible property tag or label, identifying the equipment, the original installation date and serial number, and that it remains readable at all times; and for ensuring that the label remains intact throughout the use of the equipment including any time the equipment is relocated and/or removed for service.

**14. Additional Systems, Equipment Moves, and Other Changes**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.13, Additional Systems, Equipment Moves and Other Changes. ***(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 describe the following:

- a. The procedure for responding to Department requests for installation of additional (including supplementary) complete systems or components and for adding additional/supplementary equipment to the Site Inventory Form, and for identifying the party (i.e., Department or Tax Collector) that will be using the equipment. Address how any scheduling conflicts will be addressed. Describe the method for acknowledging and agreeing to these installation requests.
- b. The procedure for responding to Department requests to move or change-out equipment. Address how any scheduling conflicts will be addressed. Describe the method for acknowledging and agreeing to these installation requests
- c. A plan for ensuring that qualified staff will be available to install, de-install, and reinstall equipment due to the opening, closing, and relocation of Agency Sites/Field Offices, and ensure that operations remain as uninterrupted as possible. Address how any scheduling conflicts will be addressed. Describe how Contractor will ensure that such movements will not void, invalidate, lessen, alter, or otherwise negatively impact any applicable warranties in any way.

**15. Technology Upgrade**

The prospective Contractor shall describe, **in detail**, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.14, Technology Upgrade. ***(This section is worth a maximum of 10 raw points with each component being worth a maximum of 5 points each.)***

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

- a. A plan to install any new equipment not part of the original installation at any time during the contract term, under the same terms and conditions as will be included in the resulting contract.
- b. A plan to ensure that any updated Contractor-supplied software needed to support new equipment will support the new equipment as well as all previous equipment supplied under the resulting contract. The plan shall address how the Contractor will work with the Department to establish an implementation plan for that software in all Agency Sites/Field Offices.

**16. Designated Personnel and Staffing Requirements**

The prospective Contractor shall describe, in detail, its proposed plan for meeting the requirements as described in Attachment D, Scope of Services, Section D.15, Designated Personnel and Staffing Requirements. ***(This section is worth a maximum of 75 raw points with each component being worth a maximum of 5 points each.)***



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

- a. The details of the training, qualifications, knowledge, and experience that persons comprising each Primary Personnel position will have and that all other personnel positions will have in general. Describe the plan for ensuring that all specific requirements in the RFP regarding personnel (e.g., certifications, skill levels, etc.) will be met by all personnel assigned under the contract. (NOTE: If the credentials for personnel who would likely be staffed by the Contractor under a resultant contract are already available, copies should be provided with the submission.)
- b. A plan to maintain staffing levels sufficient to fully complete the services and meet the requirements specified in the RFP and to recruit qualified staff, as required, to implement all aspects of required service delivery within the stated timeframes.
- c. A plan to provide the Primary Personnel required in the RFP including estimated numbers, and for ensuring continuity in the staffing of Primary Personnel and other personnel assigned to the contract for the contract term.
- d. A plan for ensuring that Contractor staff is available to attend all meetings in accordance with the RFP. Address the plan for communicating unavailability and scheduling changes to the Department and the plan for back-up personnel should the Department indicate that the meeting is mandatory based upon project status.
- e. The procedure to provide the Department with credentials of any new staff hired to replace any of the persons occupying a Primary Personnel position.
- f. The procedure to notify the Department of insufficient staffing levels or changes in staffing levels, whether in regard to Primary Personnel or support or other personnel, and to ensure that staffing levels are timely and adequately addressed and remedied to ensure complete and satisfactory service delivery to the Department.
- g. A plan to ensure that back-up personnel are kept up-to-date on all facets of the project and that they can effectively fill-in if Primary Personnel are not available.
- h. A plan to ensure all personnel assigned to perform any services or tasks required in the RFP will be highly skilled and have previous experience in the area of expertise to which they are assigned and expected to perform work.
- i. The procedure to address communication issues between Department personnel and Contractor staff from a language and understanding basis.
- j. The procedure to resolve issues related to personnel who do 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.
- k. A plan for making personnel changes for any employee identified in the response submission (other than Primary Personnel), and for ensuring that replacement personnel have equal or greater qualifications, knowledge, and experience as the person being changed-out.

- i. A plan for meeting all work schedule requirements for all assigned personnel to ensure that the Department's requirements for the project are met, particularly in regard to timeliness of installations and maintenance activities. Address scheduling of vacations per the RFP's requirements.
- m. The means for ensuring that Contractor personnel will abide by the state's Code of Ethics and maintain a professional appearance and demeanor at all times. Describe the means of identification, consistent with items identified in the RFP that Contractor staff will be wearing while conducting business with the Department at its headquarters and in any agency offices.
- n. A plan to ensure personnel have the appropriate level of knowledge, training, and experience to perform all of the types of maintenance on all items making up the Solution installed at all sites per the requirements and conditions of the RFP and for maintaining a current list of all assigned Contractor personnel to the Department and providing the list to the Department upon request.
- o. A plan for ensuring that all Contractor personnel complete a Non-Disclosure Agreement as required in the RFP and for ensuring that personnel (and subcontractor personnel, if applicable) assigned to work under a contract, successfully pass all background checks as outlined in the RFP.

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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), as 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>\$50,000.00</b> as specified in Attachment C, Special Conditions, Section C.12 <input type="checkbox"/></p>		
2.	<p>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?</p>		
3.	<p>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?</p>		
4.	<p>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?</p>		

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.

<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.

## F.2 PAST PERFORMANCE EVALUATION

Past performance will be evaluated based on answers to the questions outlined in the Evaluation Questionnaire for Past Performance in Attachment G, Past Performance – Client References (see the questionnaire on page 5 of Attachment G), 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 its 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 provided by the client references to the questions contained in the Evaluation Questionnaire for Past Performance. All points assessed for all questions on the questionnaire will be added together to arrive at the score for that client reference. Each reference is worth a maximum of 40 raw points (120 maximum raw points).
- 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.
- D. Client references should be available for contact between 9:00 AM and 5:00 PM, Eastern Standard 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

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

- A. **Original Contract Term (Attachment H, Section 1):** The Respondent submitting the lowest Proposed Total for the Original Contract Term will automatically receive the maximum raw points (15 points). The pricing for the following items in Attachment H, Cost Proposal, Section 1, will be added together to determine the Respondent's Proposed Total for the Original Contract Term:
  - A. Queuing System and Appointment System Solution Implementation
  - B. Queuing System and Appointment System Solution Operations and Maintenance

**Note:** The following will not be considered in the below evaluation and therefore, will not be awarded points:

- C. Additional Office - Queuing System and Appointment System Solution (Installation and Operations and Maintenance); and
- D. Equipment Moves/Changes.

B. **Renewal Contract Term (Attachment H, Section 2):** The Respondent submitting the lowest Proposed Total for the Renewal Contract Term will automatically receive the maximum raw points (10 points) for the following item in Attachment H, Cost Proposal, Section 2, Renewal Contract Term:

- A. Queuing System and Appointment Systems Solution Operations and Maintenance

**Note:** The following will not be considered in the below evaluation and therefore, will not be awarded points:

- B. Additional Office - Queuing System and Appointment System Solution (Installation and Operations and Maintenance); and
- C. Equipment Moves/Changes.

C. **Attachment H, Section 3., Tax Collector Office,** will not be considered in the below evaluation and therefore, will not be awarded points.

D. The remaining respondents will receive a percentage of the maximum points for their Proposed Total for each contract term using the formula below, starting with the respondent submitting the next lowest Proposed Total for the Original Contract Term. This process continues until each Proposed Total has been calculated for each respondent for both the Original and Renewal Contract Terms (subsections A and B, above) using this formula.

Original Contract Term

<i>Lowest Respondent's Proposed Total</i>	=	%	x	15	=	<i>Total Points Awarded for the Respondent's Proposed Total (Original Contract Term)</i>
<i>÷</i>						
<i>[next-lowest] Respondent's Proposed Total</i>						

Renewal Contract Term

<i>Lowest Respondent's Proposed Total</i>	=	%	x	10	=	<i>Total Points Awarded for the Respondent's Proposed Total (Renewal Contract Term)</i>
<i>÷</i>						
<i>[next-lowest] Respondent's Proposed Total</i>						

For the purposes of tabulating the final Cost Proposal points for Attachment H, Cost Proposal, the points for both the Original Contract Term and the Renewal Contract Term will be added together and multiplied by a weighting factor of **20** to arrive at the respondent's final Cost Proposal points.

**SCORING EXAMPLE:**

**(NOTE: The Scoring Example provided below is instructional only and does not represent actual points to be awarded. In this example, rounding was utilized for ease of reference. Points in this scoring example are calculated only for the Original Contract Term.)**

In this example, there are four (4) respondents, each submitting a Proposed Total for the Original Contract Term as indicated below:

RESPONDENT	PROPOSED TOTAL
Respondent 1	\$ 250,000
Respondent 2	\$ 305,500
Respondent 3	\$ 320,350
Respondent 4	\$ 410,255

Respondent 1 submitted the lowest Proposed Total for the Original Contract Term. Utilizing the formula above, points will be tabulated for the next lowest Proposed Total (submitted by Respondent 2) as follows:

$\frac{\$250,000}{\$305,500}$	=	.82%	x	15	=	12.28
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The Department will use this formula to calculate all Cost Proposal scores for the Original Contract Term (15 possible raw points) and the Renewal Contract Term (10 possible raw points), and awarded points will be multiplied by the weighting factor of 20 to determine the respondents' final Cost Proposal points as follows:

RESPONDENT	AWARDED POINTS (ORIGINAL CONTRACT TERM)	AWARDED POINTS (RENEWAL CONTRACT TERM)	WEIGHT FACTOR	FINAL COST PROPOSAL POINTS
Respondent 1	15	10	20	500
Respondent 2	12.28	9.2	20	429.6
Respondent 3	11.7	8.4	20	402
Respondent 4	9.14	7	20	322.8

**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.6 DEMONSTRATION(S) AND EVALUATION**

- A. The prospective respondent with the highest Final Score (Past Performance, Cost Proposal and Technical Response) after tabulation as outlined in F.9, Tabulation of Scoring, below, will be required to perform or demonstrate the Solution proposed in their RFP proposal, as part of the evaluation process. To the extent possible, equipment and software utilized during the demonstration should be representative of the functionality/specifications of equipment and software to be provided with the Queuing and Appointment System Solution, should the demonstrating prospective respondent be selected for award.

The Department will conduct a “pass/fail” review based on the Demonstration Evaluation Criteria, below.

Prospective respondents are advised to pay strict attention to the dates 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 respondents who will be scheduled for demonstrations, but cannot guarantee that more than 24-hours advanced notice will be provided.

The demonstration will be set for a four (4) hour block of time during the time indicated in Attachment C, Section C.6, Solicitation Timeline. The respondent will be permitted to utilize the entire four (4) hour time-period to pass all criteria. In other words, if the prospective respondent’s Solution does not initially perform a function, instead of the respondent automatically receiving a “fail” for that function not being performed, the respondent will be permitted to attempt to remedy the issue as long as all criteria are ultimately met at the conclusion of the four (4) hour time-period. After expiration of the four (4) hour time-period, if all Solution components receive a “pass” for all required functions, the respondent will be recommended for contract award. If, however, the respondent has received a “fail” for any function, the respondent’s proposal will be rejected. If this occurs, the Department reserves the right to proceed to the respondent with the next highest Final Score and repeat the same process, or reject all proposals, if the Department determines that it is in its best interest to do so.

If an event beyond the prospective respondent's control occurs, the Department, in its sole discretion, may determine whether and what additional time will be allotted to the prospective respondent to complete the demonstration, including continuing the demonstration, using the same equipment/items being demonstrated, or scheduling the demonstration on a different day or during a different time period.

- B. The below criteria will be utilized in evaluating the demonstrations. All items required to be demonstrated will be evaluated on a "pass/fail" basis.

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

<b>DEMONSTRATION EVALUATION CRITERIA</b>		
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>EQUIPMENT</b>		
1.	Demonstrate the ability to print and reprint a ticket via the web application.	Pass/Fail
2.	Demonstrate the ability to view, edit, create and modify the display text, images and layout of the ticket within the web-based application.	Pass/Fail
3.	Demonstrate that the Solution will indicate the tickets being called and workstation location with an audible message to alert the customer on the Department's Central Electronic Display.	Pass/Fail
4.	Demonstrate the ability to select low and/or high impedance audio output.	Pass/Fail
5.	Demonstrate the ability to adjust audio level being sent to the existing audio amplifier component.	Pass/Fail
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>CUSTOMER ACCESS AND FUNCTIONALITY</b>		
1.	Demonstrate the ability for a customer to register, and schedule an appointment, and/or cancel/reschedule an appointment(s) utilizing the required information; first and last name, date of birth, contact telephone number, email address and service requested.	Pass/Fail
2.	Demonstrate the ability to access the web-based registration via any device, such as mobile, tablet, or laptop.	Pass/Fail
3.	Demonstrate the ability to show the customer the service options that are available when scheduling an appointment.	Pass/Fail
4.	Demonstrate that the Solution permits the customer to select special services and show more than one (1) available	Pass/Fail



	special service. Utilizing the special service “sign language interpreter required”, demonstrate that the system will deliver an email notification to the Agency Site/Field Office office manager’s email account(s) showing that this special service appointment is booked.	
5.	Demonstrate that the system generates a unique custom confirmation number for an appointment created and that confirmation numbers are not duplicated/repeated and for appointment confirmation to be sent to customer via email and/or text (SMS).	Pass/Fail
6.	Demonstrate that the system will generate the appointment confirmation sent to customer via email and/or text (SMS).	Pass/Fail
7.	Demonstrate the ability to allow the customer to select their language preference, English or Spanish.	Pass/Fail
8.	Demonstrate that the Mobile Application provides the same functionality as the web-registration application.	Pass/Fail
9.	Demonstrate that the Mobile Application supports current Android and IOS Platforms.	Pass/Fail
10.	Demonstrate that the Mobile Application routes all necessary information (i.e., appointment creation, check-in status, etc.) to the Examiner/Manager console.	Pass/Fail
11.	Demonstrate that the system can configure the audio to include custom phrases.	Pass/Fail
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>EXAMINER ROLE REQUIREMENTS</b>		
1.	Demonstrate the ability to issue a service ticket to customers by service type.	Pass/Fail
2.	Demonstrate the ability to check-in customers that have created an appointment via the web-based application.	Pass/Fail
3.	Demonstrate the ability to view the queues for all service options and call the next ticket based on the order established by the system.	Pass/Fail
4.	Demonstrate the ability to view the various estimated current “wait times” of persons in the queue.	Pass/Fail
5.	Demonstrate the ability to place a customer into a hold queue for those transactions that are two-phased and place the customer back into a service queue when ready to complete the transaction.	Pass/Fail
6.	Demonstrate the ability to move a customer from one queue to another and still maintain total wait time of customer.	Pass/Fail
7.	Demonstrate the ability to create, cancel, reschedule, and modify appointments created from web/mobile application by a customer using open available slots for locations.	Pass/Fail

8.	Demonstrate the ability to search for customer appointments.	Pass/Fail
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>MANAGER ROLE REQUIREMENTS</b>		
1.	Demonstrate the ability to add, modify, and remove End User(s) with Examiner Role Functionality.	Pass/Fail
2.	Demonstrate the ability to view the longest running wait time of customers in the queue by service option.	Pass/Fail
3.	Demonstrate the ability to view the status of each work station, i.e., 'closed', 'idle', 'in-service'.	Pass/Fail
4.	Demonstrate the ability to view the service option and ticket number being served at each work station.	Pass/Fail
5.	Demonstrate the ability to view a daily total of the number of customers served by a workstation.	Pass/Fail
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>SYSTEM ADMINISTRATOR ROLE REQUIREMENTS</b>		
1.	Demonstrate the ability to monitor and connect to all Agency Site/Field Office locations, determined locations, and Department headquarters in an on-line, real-time process.	Pass/Fail
2.	Demonstrate the ability to overbook appointments for any location.	Pass/Fail
3.	Demonstrate the ability to activate, deactivate, and edit Agency Site/Field Office locations.	Pass/Fail
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>MANAGEMENT REPORTS AND DATA ANALYSIS REQUIREMENTS</b>		
1.	Demonstrate the ability to generate reports and data analysis tools as indicated in Section D.6., Solutions Requirements, subsection 7., Management Reports and Data Analysis Requirements, sub-item a., 1 – 21.	Pass/Fail
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>GENERAL SOLUTION REQUIREMENTS</b>		
1.	Demonstrate the ability to send an online survey to the email address provided by the customer.	Pass/Fail
2.	Demonstrate the ability to deliver a text message to customers when they are a configurable amount of time (minutes) from being called for service, that will warn them that their estimated wait time has changed, and notify them of the need to check-in when they arrive at the station.	Pass/Fail

3.	Demonstrate the ability to allow Department personnel to configure notifications sent to customers via the web-application.	Pass/Fail
<b>ACTION/ACTIVITY TO BE DEMONSTRATED</b>		<b>RESULT</b>
<b>SYSTEM PLATFORM REQUIREMENTS</b>		
1.	Demonstrate the ability to use the web interface and all functionality utilizing various web browsers including Edge, Internet Explorer, Google Chrome, Firefox, Safari, Opera, and others.	Pass/Fail
2.	Demonstrate the ability to access and utilize all functionality of the appointment and queueing applications utilizing iOS, and Android cellular operating systems.	Pass/Fail
3.	Demonstrate the use of AES encryption, SSL, and other security protocols to protect sensitive data.	Pass/Fail

**F.7 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 Section 287.012(25), Florida Statutes. The Department will reject the 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.

If the Department reviews additional sources, it will do so in regard to all responsive proposers (i.e., meeting all material requirements of the solicitation.)

**F.8 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 Technical Response. 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 maximum raw points assessed for each component (Column 1) multiplied by the weight factor to be applied (Column 2), and the maximum points for all components (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 RESPONSE MANDATORY DOCUMENTATION</b> (Inserted here for Title reference only – individual components are listed below)					
<b>1., 2. and 5.</b>	N/A		N/A		N/A
<b>3. Past Performance</b>	<b>120</b>	X	2	=	240
<b>4. Cost Proposal – (**Original Contract Term + Renewal Contract Term (individually weighted) Totals)</b>	<b>**25</b>	X	20	=	500
a. Original Term	15	X	1	=	**15
b. Renewal Term	10	X	1	=	**10
<b>B. TECHNICAL RESPONSE</b> (Inserted here for Title reference only – individual components are listed below)					
<b>1. Table of Contents</b>	N/A		N/A		N/A
<b>2. Executive Summary</b>	N/A		N/A		N/A
<b>3. Organizational Structure, History and Experience</b>	<b>15</b>	X	1	=	15
<b>4. Solution Requirements</b>	<b>710</b>	X	1	=	710
a. Equipment	60				
b. Customer Access and Functionality	115				
c. Examiner Role Requirements	70				
d. Management Role Requirements	135				
e. System Administrator Role Requirements	30				
f. Management Reports and Data Analysis Requirements	155				
g. General Solution Requirements	50				
h. System Platform Requirements	95				
<b>5. Primary and Secondary Hosting Sites</b>	<b>30</b>				
<b>6. System and Data Backups</b>	<b>15</b>	X	1	=	15

7. Maintenance of Equipment, Systems and Software	100	X	1	=	100
8. Preliminary Implementation Plan	30	X	1	=	30
9. Site Survey and Agency Site/Field Office Readiness	25	X	1	=	25
10. Installation and User Acceptance Testing (UAT)	60	X	1	=	60
11. Pilot to be Conducted	25	X	1	=	25
12. Training	25	X	1	=	25
13. Site Inventory	15	X	1	=	15
14. Additional Systems, Equipment Moves and Other Changes	15	X	1	=	15
15. Technology Upgrade	10	X	1	=	10
16. Designated Personnel and Staffing Requirements	75	X	1	=	75
<b>TOTAL POSSIBLE POINTS:</b>					<b>1,890</b>

## F.9 TABULATION OF SCORING

Column 1 of the Points Tabulation Table above will be completed by evaluators and the BPC, and will reflect the points assessed by the evaluators for the Technical Response, and the points calculated by the BPC for Past Performance and the Cost Proposal. The evaluator scores for each respondent's Technical Response will be averaged together to calculate the respondent's final Technical Response points. The BPC will then calculate the weighted points, as applicable, to be entered in Column 3 as well as the Final Score for each responsive proposal.

The BPC will add together the total points recorded for each responsive respondent to calculate the Final Score for each respondent.

### SCORING EXAMPLE:

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

In the example below, there are four (4) evaluators and four (4) respondents. The scores in this example were calculated based on the points earned by each respondent for their Technical Response, Cost Proposal, and Past Performance (only for respondents passing all criteria), which are added together to calculate each respondent's Final Score.

**Step 1:** The evaluators' scores for each responsive respondent's Technical Response are weighted and averaged by the BPC and then recorded onto a tabulation sheet (similar to the example below).

Technical Response Scoring	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Averaged Technical Response Points
Respondent 1	955	1010	1000	985	<b>987.5</b>
Respondent 2	730	755	695	720	<b>725</b>
Respondent 3	895	915	920	890	<b>905</b>
Respondent 4	680	700	705	675	<b>690</b>

**Step 2:** Respondent's average Technical Response points are added together with the respondent's Cost Proposal and Past Performance points to calculate the respondent's Final Score.

Final Score Calculation	Past Performance	Cost Proposal	Technical Response	Respondent's Final Score
Respondent 1	240	500	987.5	<b>1,727.5</b>
Respondent 2	210	429.6	725	<b>1,364.6</b>
Respondent 3	220	402	905	<b>1,527</b>
Respondent 4	120	322.8	690	<b>1,132.8</b>

**Step 3:** The Final Scores are arranged by the BPC from highest to lowest.

Based upon the Final Scores in the example above, Respondent 1 would be selected for contract award.

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## **ATTACHMENT G PAST PERFORMANCE AND EXPERIENCE - CLIENT REFERENCES**

In the spaces provided below, the proposer shall list all business names under which it has operated during the past three (3) years, if different from its current business name. Please mark **N/A** below if the business name has not changed within the past three (3) years.

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On **pages 2-4** of this attachment, the proposer shall provide the information indicated for three (3) separate, non-DHSMV (Department of Highway Safety and Motor Vehicles) client references. The proposer shall indicate which reference(s) will be verifying the minimum experience requirement established in Attachment E, at the bottom of the form.

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

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 (MM/DD/YY) thru end date (MM/DD/YY): \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

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

**Is this client reference being utilized to verify the minimum experience required in the RFP? Y \_\_\_ N \_\_\_**



**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 (MM/DD/YY) thru end date (MM/DD/YY): \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

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

**Is this client reference being utilized to verify the minimum experience required in the RFP? Y \_\_\_ N \_\_\_**

**NON-DHSMV CLIENT #3**

**Contractor's Name:**

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**Client's Name:**

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**Address:**

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**Primary Contact Person:**

**Alternate Contact Person:**

**Primary Phone Number:**

**Alternate Phone Number:**

**Primary E-mail Address:**

**Alternate E-mail Address:**

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

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**Location of Services:**

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

**Is this client reference being utilized to verify the minimum experience required in the RFP? Y \_\_\_\_\_ N \_\_\_\_\_**

## EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE

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

**Past 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 services performed by the Contractor for your organization:  Dates of service: _____ <b>(include a beginning (MM/DD/YY) thru end date (MM/DD/YY))</b>	N/A
2. How would you rate the contract implementation with this Contractor? <b>Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1;</b> Comments:	
3. How would you rate the Contractor's ability to meet all of its performance/milestones deadlines? <b>Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1</b> Comments:	
4. How would you rate the Contractor's key staff and their ability to work with your organization? <b>Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1</b> Comments:	
5. How would you rate the functionality and performance of the system or solution provided to your organization by the Contractor? <b>Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1</b> Comments:	
6. Did the Contractor's project/contract manager effectively manage the overall contract? <b>Yes = 5; No = 0</b> Comments:	
7. How would you rate the Contractor's responsiveness to your communication with them? <b>Excellent = 5; Good = 4; Acceptable = 3; Fair = 2; Poor = 1</b> Comments:	
8. Was the Contractor responsive in resolving issues and/or making any applicable contract-related changes? <b>Yes = 5; No = 0</b> Comments:	
9. Would you contract with this Contractor again? <b>Yes = 5; No = 0</b> Comments:	
<b>TOTAL SCORE:</b>	

**I certify the above to be true and correct:**

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

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

## ATTACHMENT H COST PROPOSAL

**Instruction:**

Where indicated below in Section 1, Original Contract Term, Subsections A. - D., prospective contractors shall propose a unit cost; however, Subsections C. and D. will not be considered in the cost proposal evaluation and will not be awarded points.

Where indicated below in Section 2, Renewal Contract Term, Subsections A. - C., prospective contractors shall propose a unit cost; however, Subsection B. and C. will not be considered in the cost proposal evaluation and will not be awarded points.

Evaluation points will be awarded as outlined in Attachment F, Section F.3, Cost Proposal Evaluation.

**1. ORIGINAL CONTRACT TERM:**

**A. QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION:**

The Queuing System and Appointment System Solution Implementation costs shall include equipment and installation, software, and related services required within the Scope of Services to complete the Solution implementation, which shall include, but is not limited to, site surveys, integration, User Acceptance Testing (UAT), pilot, roll-out, and existing audio and display equipment integration per the Final Implementation Plan.

A.	QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION ORIGINAL CONTRACT TERM		
Deliverable Description	Unit Cost Per Office	Quantity	Total Price (A)
Queuing System and Appointment System Solution Implementation	\$ _____ /office	X 18 offices	\$ _____

**B. QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE:**

The Queuing System and Appointment System Solution Operations and Maintenance costs shall include annual maintenance for the Solution for the initial eighteen (18) offices. The maintenance period shall commence the month following the month during which the Contractor's Solution implementation has been fully accepted and approved in writing by the Department.

B.	QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE ORIGINAL CONTRACT TERM		
Deliverable Description	Annual Unit Cost	Estimated Quantity	Total Price (B)
Queuing System and Appointment System Solution Operations and Maintenance for Eighteen (18) Offices	\$ _____ /year	5 Years	\$ _____

**C. ADDITIONAL OFFICE - QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION:**

The Queuing System and Appointment System Solution may be implemented in additional offices; therefore, annual Operations and Maintenance costs shall be provided in the table below for each office added. This cost shall apply regardless of time remaining in the Original Contract Term.

C.	ADDITIONAL OFFICE - QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION ORIGINAL CONTRACT TERM	
Deliverable Description	Unit Cost	
Installation of Additional Office - Queuing System and Appointment System Solution	\$ _____/office	
Additional Office - Queuing System and Appointment System Solution Operations and Maintenance	\$ _____/year	

**D. EQUIPMENT MOVES/CHANGES:**

The following unit costs (hourly rates) shall apply to equipment moves/changes or other installation and related services costs after initial installation that are approved in advance in writing by the Department:

D.	EQUIPMENT MOVES/CHANGES ORIGINAL CONTRACT TERM				
Service Hours	Unit Cost Per Hour		Estimated Number of Hours		Total Amount
Monday – Friday 7:00 am – 7:00 pm (Local Time)	\$ _____/hr.	X	200	X	\$ _____
After Hours/Weekends/Holidays (Local Time)	\$ _____/hr.	X	40	X	\$ _____
<b>TOTAL (D)</b>					\$ _____

<b>ORIGINAL CONTRACT TERM TOTAL (E) (Section 1, Totals (A) + (B) ONLY)</b>	\$ _____
--	----------

**2. RENEWAL CONTRACT TERM:**

**A. QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE:**

The Queuing System and Appointment System Solution Operations and Maintenance costs shall include annual maintenance beginning the month following the expiration of the original maintenance term.

A.	QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE RENEWAL CONTRACT TERM		
Deliverable Description	Annual Unit Cost	Quantity	Total Price (A)
Queuing System and Appointment System Solution Operations and Maintenance	\$ _____ /year	X 5 Years	\$ _____

**B. ADDITIONAL OFFICE - QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION:**

The Queuing System and Appointment System Solution may be implemented in additional offices; therefore, annual Operations and Maintenance costs shall be provided in the table below for each office added. This cost shall apply regardless of time remaining in the Renewal Contract Term.

B.	ADDITIONAL OFFICE - QUEUING SYSTEM AND APPOINTMENT SYSTEM SOLUTION RENEWAL CONTRACT TERM	
Deliverable Description	Unit Cost	
Installation of Additional Office - Queuing System and Appointment System Solution	\$ _____ /office	
Additional Office - Queuing System and Appointment System Solution Operations and Maintenance	\$ _____ /year	

**C. EQUIPMENT MOVES/CHANGES:**

The following unit costs (hourly rates) shall apply to equipment moves/changes or other installation and related services costs after initial installation that are approved in advance in writing by the Department:

<b>EQUIPMENT MOVES/CHANGES RENEWAL CONTRACT TERM</b>						
<b>C.</b>	<b>Service Hours</b>	<b>Unit Cost Per Hour</b>	<b>Estimated Number of Hours</b>	<b>Total Amount</b>		
	Monday – Friday 7:00 am – 7:00 pm (Local Time)	\$ _____/hr.	X	200	X	\$ _____
	After Hours/Weekends/Holidays (Local Time)	\$ _____/hr.	X	40	X	\$ _____
<b>TOTAL (C)</b>						\$ _____

<b>RENEWAL CONTRACT TERM TOTAL (D) (Section 2, Total (A) ONLY)</b>	\$ _____
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<b>GRAND TOTAL (F) (Section 1, Item (E) Original Contract Term <u>and</u> Section 2, Item (D) Renewal Contract Term Totals)</b>	\$ _____
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**Instruction:**

Where indicated below in Section 3, Tax Collector Office, subsections A.(1-2) and B.(1), prospective contractors shall propose a unit cost.

Section 3., Tax Collector Office, will not be considered in the Cost Proposal evaluation outlined in Attachment F, Section F.3, Cost Proposal Evaluation, and therefore, will not be awarded points.

**3. TAX COLLECTOR OFFICE**

**A. ORIGINAL CONTRACT TERM:**

**1. APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION:**

The Appointment System Solution Implementation costs shall include all software installation required as part of the appointment system as well as access to the Appointment System.

<b>1.</b>	<b>APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION</b>
<b>Unit Cost Per Office</b>	
\$ _____/office	

**2. APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE:**

The Appointment System Solution Operations and Maintenance costs shall include one (1) year of annual maintenance beginning on the date upon which the Contractor’s Solution implementation has been fully accepted and approved in writing by the Department/Tax Collector.

<b>2.</b>	<b>APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE ORIGINAL CONTRACT TERM</b>		
<b>Deliverable Description</b>	<b>Annual Unit Cost</b>	<b>Estimated Quantity</b>	<b>Amount</b>
<b>Appointment System Solution Operations and Maintenance</b>	\$ _____ /year	<b>5 Years</b>	\$ _____



**B. RENEWAL CONTRACT TERM:**

**1. APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION:**

The Appointment System Solution Implementation costs shall include all software installation required as part of the appointment system as well as access to the Appointment System.

<b>1.</b>	<b>APPOINTMENT SYSTEM SOLUTION IMPLEMENTATION</b>
<b>Unit Cost Per Office</b>	
\$ _____/office	

**2. APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE:**

The Appointment System Solution Operations and Maintenance costs shall include one (1) year of annual maintenance beginning on the date upon which the Contractor's Solution implementation has been fully accepted and approved in writing by the Department/Tax Collector.

1.	<b>APPOINTMENT SYSTEM SOLUTION OPERATIONS AND MAINTENANCE ORIGINAL CONTRACT TERM</b>		
Deliverable Description	Annual Unit Cost	Quantity	Amount
<b>Appointment System Solution Operations and Maintenance</b>	\$ _____/annual	<b>5 Years</b>	\$ _____

**NOTES:**

- 1) The Department will not agree to caveat language for pricing within Attachment H, Cost Proposal. Responses that include caveat language for pricing will be viewed as a conditional response and the Department will reject the response.
- 2) Pricing must be included for all of the specified items included in the Cost Proposal or the prospective contractor's proposal will be rejected. If it is the intention of the prospective contractor to propose a "No Cost" to the Department for a specified item, it should be proposed as \$0.00.
- 3) Payments will be made in accordance with Attachment D, Scope of Services, Section D.23, Compensation, subsection B., Contract Payment.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Name and Title of Contractor's Representative

\_\_\_\_\_  
Signature of Contractor's Representative

\_\_\_\_\_  
Date

# ATTACHMENT I REQUIRED CERTIFICATIONS

## Acceptance of Contract Terms and Conditions

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

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

\_\_\_\_\_  
Date

## Organizational Conflict of Interest Certification

I hereby certify that, to the best of my knowledge, my company, including its subcontractors (if applicable), subsidiaries and partners, has no existing relationship, financial interest, or other activity which creates any actual or potential organizational conflicts of interest relating to the award of a contract resulting from this solicitation.

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

\_\_\_\_\_  
Date

## Project Manager Attestation

I hereby certify that, to the best of my knowledge, my company, including its subcontractors, if applicable, subsidiaries and partners, will provide a Project Manager(s) that is a Project Management Institute (PMI) certified Project Management Professional (PMP) from the date of contract execution through at least sixty (60) days following successful implementation of the Queuing System and Appointment System Solution or until approved for release by the Department, whichever occurs earlier.

\_\_\_\_\_  
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

All prospective vendors should review this sample Standard Contract. In responding to this DHSMV solicitation, a prospective vendor has agreed to accept the terms and conditions of the sample Standard Contract contained in this attachment. The DHSMV reserves the right to make modifications, including additions and/or deletions, to this contract if to do so is deemed to be in the best interests of the DHSMV or the State of Florida. Note: Not all items in the sample Standard Contract will apply to the procured services.

**CONTRACT#: HSMV-XXXX-XX**

**CONTRACT BETWEEN**

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

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

**WITNESSETH**

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

**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 proposal 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 term, as a payment mechanism.

In accordance with subsection 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 paragraphs 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 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.

*Modify per project*

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 III., 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.
The Contractor shall _____ as described in Section III., Service Delivery, Subsection B., Services Provided by the Contractor.	The Department shall withhold payments due until the _____ is received and impose \$____.00 per day for each calendar day that the _____ is overdue.

<p>The Contractor shall _____ as described in Section III., 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**

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 III., 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.

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 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 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

1. 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 III., 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).

- Documentation detailing deliverables completed during the preceding month/quarter;
  - The time period in which deliverables were completed;
  - The Contractor's invoice number;
  - Invoice date; and,
  - The Department's Contract/Purchase Order number.
4. All invoices for contractual services shall contain the following statement with the Vendor's signature and a signature line for the Department's Contract Manager:
- "All costs are true and valid costs incurred in accordance with the contract and deliverables were received and accepted".*
5. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.
6. Late Invoicing  
**\*\* (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-1.030, F.A.C., unless exempt under Rule 60A-1.030(3), F.A.C.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in section 287.012, Fla. Stat., 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 subsection 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), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

**Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

F. **Official Payee**

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

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

## V. CONTRACT MANAGEMENT

### A. Department's Contract Manager

The Contract Manager for this Contract will be:

**[insert name and contact info]**

The Contract Manager will perform the following functions:

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

### B. Department's Budget Coordinator

The Budget Coordinator for this Contract will be:

**[insert name and contact info]**

The Budget Coordinator will perform the following functions:

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

### C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

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

The Contract Administrator will perform the following functions:

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

**D. Contractor's Contract Manager**

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

**[insert name and contact info]**

**E. Contract Management Changes**

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

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

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

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

## **VI. CONTRACT AMENDMENTS**

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

## **VII. TERMINATION AND CANCELLATION**

In addition to the Termination and Cancellation language in the PUR 1000, the following shall also apply:

### **A. Termination at Will**

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

### **B. Termination Because of Lack of Funds**

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

### C. Cancellation By The Department

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

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

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

### D. Termination for Cause

The Department may terminate this Contract if the Contractor fails to do any of the following: (1) deliver services or products as specified during the Contract term or any extension thereof; (2) maintain adequate progress in meeting any requirement under the Contract, thus endangering performance or success of the Contract; (3) honor any term of the Contract;

***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), F.A.C., 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), F.A.C., governs the procedure and consequences of default.

If the Contract is terminated for cause, the Contractor will continue all service delivery or work that was not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery or performance schedule. If, after termination, it is determined that the Contractor was not in default, or that the default

was excusable, the rights and obligations of the parties must be the same as if the termination had been issued for the convenience of the Department.

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

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

**E. Termination By Mutual Agreement**

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

**F. Contractor's Responsibilities Upon Termination or Cancellation**

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

1. Discontinue work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated or cancelled;
3. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract, which is in the possession of the Contractor(s) and in which the Department has or may acquire an interest.

Upon the effective date of termination or cancellation of the Contract, the Contractor must transfer, assign, and make available to the Department all property and materials belonging to the Department, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and must make available to the Department all written information regarding the performance of the Contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment. The Department concurrently with such transfer or assignment must assume the obligations of the Contractor, if any, on all non-cancelable contracts with third parties.

Upon termination of the Contract by the Department, the Contractor must be deemed to have released and relinquished to the Department any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

**VIII. ADDITIONAL TERMS AND CONDITIONS**

**A. Travel Expenses**



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

**B. Contractor's Expenses**

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

**C. Audits and Records**

The Contractor shall:

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

**D. Inspection of Records and Work Performed:**

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

The Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the Contract for a period of five (5) years after termination of the Contract and any renewal term, if exercised, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

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

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

## **E. Insurance**

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

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

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

### **1. Workers' Compensation Insurance**

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

### **2. Public Liability and Property Damage Insurance**

During the Contract term, the Contractor, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the nature, extent, and scope of this Contract. Providing and maintaining

adequate insurance coverage throughout the Contract term is a material obligation of the Contractor and a condition of this Contract.

3. Loss Deductible Clause

The Department shall be exempt from, and in no way be liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor (or subcontractor) providing such insurance.

**F. Indemnification**

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

**G. Assignments and Subcontracts**

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

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

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract proactively support diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can visit the Office of Supplier Diversity's (OSD) website at [http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](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 subsections 946.515(2), and (4), Fla. Stat.; and, for purposes of this Contract, the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the Department insofar as dealings with such corporation are concerned.

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

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

2. RESPECT of Florida

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Fla. Stat., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), Fla. Stat.; and, for purposes of this Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the Department insofar as dealings with such qualified nonprofit agency are concerned.

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

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

3. Products or Materials with Recycled Content

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

I. **Civil Rights Requirements/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, handicap, 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, Contractor 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 the 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)(a), 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.

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.

<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.

<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 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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SAMPLE



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

**CONTRACTOR:**  
**CONTRACTOR'S NAME**

SIGNED BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_

**DEPARTMENT OF HIGHWAY SAFETY  
AND MOTOR VEHICLES**

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

SIGNED BY: _____	SIGNED BY: _____
NAME: _____	NAME: <b>Jonathan P. Sanford</b>
TITLE: _____	TITLE: <b>Chief Counsel, Office of the General Counsel</b>
DATE: _____	DATE: _____

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

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

## ATTACHMENT II

### DRIVER'S PRIVACY PROTECTION ACT EXCEPTIONS

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

**ATTACHMENT III**

**CONTRACTOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Contractor Name: \_\_\_\_\_  
Contractor FEIN: \_\_\_\_\_  
Contractor'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 Contractor, I hereby certify that the company identified above in the section entitled "Contractor 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: \_\_\_\_\_  
\_\_\_\_\_