



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

May 3, 2016

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

Solicitation Number: **DHSMV-ITB-029-16**
Title of Bid (items solicited): **Radar /Laser Calibration Certifications and Repairs**
Commodity Code: **81141504: Equipment Test Calibration or Repair**
Date and Time Bids are Due: **May 24, 2016, no later than 3:00 p.m. Eastern Time**



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

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

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

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Forms and Exhibits:

- FORM 1 – BIDDER CONTACT INFORMATION
- FORM 2 – BIDDER QUALIFICATION QUESTIONS
- FORM 3 – PRICE SHEET
- Exhibit 1 – Estimated Speed Measuring Device Inventory By Troop
- Exhibit 2 – Regional Map
- Exhibit 3 – Department’s Standard Contract
- Exhibit 4 – Monthly MBE DV Report

SOLICITATION INTRODUCTION

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- a. **Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- b. **Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- c. **Attend the pre-bid conference, if one is scheduled.** See Section 2.5 CALENDAR OF EVENTS. Pre-bid conferences are scheduled as-needed.
- d. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.5 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.7 ADDENDA.
- e. **Follow the format required in the Solicitation** when preparing your bid submittal. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- f. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are reviewed based solely on the information and materials provided in your bid submittal.
- g. **Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- h. **Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- i. **Submit your bid submittal on time.** Note all of the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late bid submittals are never accepted.

1.0 PURPOSE AND GENERAL OVERVIEW

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to establish a contract with one or more qualified factory-authorized service centers to certify the calibration of radars and lasers in the Northwest and Central/Southern regions of the state, and to make repairs to those units. The servicing Contractor(s) must provide all labor and equipment for certifying calibration of laser speed measuring devices, and radar units operating within the contracted region(s). In addition, the servicing Contractor(s) must provide all parts and labor for repairs necessary on Florida Highway Patrol radar units. (Please see Exhibit I for the breakdown of the number of units per Troop.) Due to the proprietary rights of the laser manufacturers, repairs to laser units under this contract will be limited to only those that are authorized by each specific manufacturer.

Only Contractors located in the State of Florida may submit a proposal. The contract award will be made to one or more responsive bidders with the lowest total bid price for all items in Section 3.0 of this solicitation. The Department reserves the right to award to multiple bidders by regional area, or by Troop, if it is in the best interest of the state to do so, and/or there is not a single bidder that can perform this service in the specified regions.

NOTE: This solicitation contains both requirements that apply to the solicitation and that apply to any contract that may result from this solicitation. By submitting a bid response, the bidder is deemed to have accepted all contract-related terms. Submission of a bid response does not, however, guarantee acceptance of the bid or issuance of a contract to the bidder.

1.2 DEFINITIONS

- A. **Authorized Representative:** The owner, corporate officer, or director of the Vendor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- B. **Bid:** All information and materials submitted by a Bidder in response to this solicitation.
- C. **Contract:** The formal written agreement executed by the Successful Bidder and the Department containing all terms and conditions applicable to any purchase to be made as a result of this ITB. The terms “contract” and “purchase order” are intended to be used interchangeably herein.
- D. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- E. **Day:** A calendar day, unless otherwise specified.
- F. **Extensive Repair:** Any repair that costs more than 50% of the replacement value of the unit.
- G. **FHP:** Florida Highway Patrol, a division within the Department of Highway Safety and Motor Vehicles.
- H. **ITB:** Invitation to Bid.

- I. **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- J. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2. (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- K. **Satisfactory Operational Condition:** For purposes of this ITB shall mean to be fully functioning in accordance with manufacturer’s working specifications of the speed measuring device (SMD).
- L. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- M. **Subcontractor:** Any person, other than an employee of the contractor, who performs any of the services listed in this solicitation for compensation paid by the Contractor. See solicitation to determine whether subcontracting is permitted.
- N. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

1.3 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact with regard to all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Susan Pearson
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3187
susanpearson@flhsmv.gov

Subsection 287.057(23), Florida Statutes (Fla. Stat.), requires that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 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 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 bid submittal. Also see Section 2.14 DISCUSSIONS.

1.4 TERM

The contract term shall be for a period of three (3) years from the execution of a contract, or date of issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to three (3) years.

Renewal may be structured as a single three (3) year term, three (3) one (1) year terms, or any combination totaling no more than three (3) years. Exercise of the renewal option is at the Department's discretion and will be contingent upon satisfactory service, and subject to annual appropriation by the State Legislature (See, subsection 287.057(13), Fla. Stat.).

The Department will issue a purchase order to the successful Bidder in order to enter the purchase into the state's accounting and purchasing databases. The Department may also require the successful Bidder to execute a formal contract document that will be incorporated in and attached to the purchase order.

2.0 ITB PROCESS OVERVIEW

2.1 GENERAL OVERVIEW

The ITB is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1)(a) Fla. Stat., and awarding a contract to the bidder submitting the lowest (cost) responsive and responsible bid. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process.

2.2 BIDDER QUESTIONS

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 PROCUREMENT OFFICER above, within the time indicated in Section 2.5 CALENDAR OF EVENTS. **Questions must reference DHSMV-ITB-029-016 in the subject line of the e-mail.**

Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in Section 2.5 CALENDAR OF EVENTS. Also see Section 2.7 ADDENDA.

2.3 VALUE ANALYSIS

The Department is interested in reducing costs related to its purchases of goods and services. While this solicitation contains specific requirements regarding the goods or services sought, bidders are encouraged, but not required, to perform a process of value analysis of the items bid and to offer suggestions for changes to goods/service specifications or contract terms and conditions that may result in lower costs, improved performance and better quality to the state. In analyzing an item or service, the following steps are suggested:

List the materials and processes involved in manufacture, packaging and delivery.

For each material or process, consider:

Does its use contribute to value?

Is its cost proportionate to its usefulness?

Does it need all of its features?

Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present any suggestions for changes to the solicitation on or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS, so that suggestions may

be fully considered and, if appropriate, addenda modifying the solicitation may be timely issued to all prospective Bidders.

Suggested change(s) to specifications, terms, or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the quality or usefulness of the product/services, production or delivery cost(s), use costs, and appropriateness of the terms and conditions in protecting the rights of both parties. Include pros and cons.

The Department reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) which meet(s) the Department's needs at an anticipated lower cost of production, delivery, or use than the original specifications, terms and conditions would otherwise provide.

2.4 BID OPENING

The Department will hold a public opening of the bids at the date, time and location indicated in Section 2.5 CALENDAR OF EVENTS.

2.5 CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events may be subject to change. It is the Bidder's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for submitting all required documentation by the dates and times indicated below (Eastern Time). The Department will not consider late documents.

DATE	TIME	ACTIVITY
May 3, 2016		Solicitation issued.
May 9, 2016	3:00 p.m.	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer. (see Section 2.2 BIDDER QUESTIONS and 2.3 VALUE ANALYSIS)
May 13, 2016		Anticipated date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
May 24, 2016	3:00 p.m.	Bids are due.
May 24, 2016	3:30 p.m.	Public Bid Opening <u>Location</u> Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, MS 31 Tallahassee, Florida 32399
June 1, 2016		Anticipated date of posting of intent to award.
June 15, 2016		Anticipated contract start date.

2.6 PROTEST OF TERMS, CONDITIONS AND SPECIFICATIONS

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57, Fla. Stat.) For purposes of this provision, the term “the solicitation” includes this ITB, any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation.

2.7 ADDENDA

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Vendor Bid System at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Written answers to questions received by the Department will become part of this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

2.8 DISCLOSURE OF BID CONTENTS

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.9 MODIFICATION OR WITHDRAWAL OF BID.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

2.9 MODIFICATION OR WITHDRAWAL OF BID

Bidders may modify a bid at any time prior to the bid due date by sending the modified bid submittal to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

2.10 DIVERSITY

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

The State of Florida’s Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (see Section 3.4 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT)

2.11 NON – EXCLUSIVE RIGHTS

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

2.12 BID TENURE

All bids are binding for one hundred eighty (180) days following the bid opening date.

2.13 ACCESSIBILITY FOR DISABLED PERSONS

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

2.14 DISCUSSIONS

Prior to the Department determining whether bids have been submitted in accordance with the requirements of this solicitation, any discussion by the Bidder with an employee or authorized representative of the Department involving cost information will result in rejection of said Bidder's bid submittal.

No negotiations, decisions, or actions shall be initiated or executed by a Bidder as a result of any discussion with any state employee. Only those communications which are in writing from the Bureau of Purchasing and Contracts may be considered as a duly authorized expression on behalf of the Department.

2.15 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

All bids are subject to the terms of the following sections of this ITB which, in case of conflict, shall have the following order of precedence:

- A. Addenda, in reverse order of issuance;
- B. Invitation to Bid, including attachments;
- C. General Contract Conditions (PUR 1000) (Section 8.1 GENERAL CONTRACT CONDITIONS (PUR1000)); and
- D. General Instructions to Respondents (PUR 1001) (Section 4.1 INTRODUCTION).

3.0 SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION OF SERVICES

The Contractor shall provide calibration and recertification services to the Department of each patrol vehicle's radar and laser units every six (6) months, and perform all other repairs on radar units, as needed, in order to maintain this equipment in satisfactory operational condition (see Section 1.2 DEFINITIONS, item K) in accordance with the terms and conditions of this ITB. The Florida Highway Patrol is required by Section 316.1905, Florida Statutes, to calibrate and recertify each radar and laser unit every six (6) months in order to ensure the accuracy of the speed measuring device(s) for utilization in a court of law. The calibration and recertification of these units is crucial for the continued protection of the motoring public of Florida.

3.2 TECHNICAL SPECIFICATIONS

The Contractor shall furnish all labor and materials required to calibrate and recertify each radar and laser unit every six (6) months. In addition, all other repairs to maintain radar equipment in a satisfactory operational condition (see Section 1.2 DEFINITIONS, item K) shall also be performed by the vendor, as needed. (Please see Exhibit 1 for an estimated breakdown of units and their locations.) Due to the proprietary rights of the laser manufacturers, repairs to laser units under this contract will be limited to only those that are authorized by each specific manufacturer. Most services under this contract must be performed directly by the Contractor, and may not be subcontracted. Support services such as billing, or scheduling may possibly be approved for subcontracting by the Department in writing as specified in Section 8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION.

A. MINIMUM QUALIFICATIONS:

1. The Contractor must be located within the State of Florida, and must be an authorized service center of the following manufacturers:
 - A. Decatur Electronics
 - B. Kustom Signals
 - C. MPH Industries
 - D. Applied Concepts
 - E. Dragon Eye Tech
 - F. Laser Atlanta
 - G. Laser Technology

In addition, the Contractor must have at least one (1) certified technician on staff for all of the above manufacturers prior to execution of the contract. Proof of factory authorizations must be submitted to the Department's Contract Manager prior to execution of a contract and/or issuance of a purchase order.

2. The Contractor must employ sufficient certified personnel to perform timely semi-annual (i.e., every six months) calibration certifications as required under Rule 15B-2, Florida Administrative Code. In no event may any uncertified employee, even under the supervision of a certified employee, perform this certification on any Florida Highway Patrol units. Certificates for technicians, verifying current certification, must be submitted to the Department's Contract Manager prior to execution of a contract and/or issuance of a purchase order. Such certifications must remain current during the entire contract term for all technicians servicing FHP units. **Noncompliance with this section shall result in cancellation of the contract.**
3. The Contractor must perform all calibration services either at their stationary facilities or by using a mobile unit. If the stationary facility is located more than 20 miles from each Troop Headquarters or Station (see Exhibit 1), and/or if a particular facility is not fully staffed Monday – Friday during normal business hours of 8:00 AM -5:00 PM EST, a mobile unit shall be utilized. This is a material condition of the contract. The mobile unit is the preferred method for semi-annual certifications, especially for Troops covering a large geographical area, and must be fully equipped for all required calibration certifications. A minimum of six (6) stationary facilities are required to be strategically located throughout the Northwest and Central/Southern Regions regardless of whether a mobile unit is utilized as the primary method of service or not. The stationary facilities shall serve as a backup when there are mobile unit malfunctions or scheduling conflicts. A

minimum of two (2) of these facilities shall be in the Northwest Region, and a minimum of four (4) shall be in the Central/Southern Regions.

4. The Contractor may request 30 days advance notice to schedule the mobile service appointment. Scheduling should be directly communicated between the Contractor and the Troop's or Station's designated person responsible for radar and laser certification and repair.

B. SERVICE DELIVERY:

1. **Certification** - The certification service is to include all equipment and labor necessary to perform the six (6) month calibration certification of the patrol vehicle's radar, and/or laser units, (required under Section 316.1905, Florida Statutes and Rule 15B-2, Florida Administrative Code), and shall include certifying the accompanying tuning forks. The certification will usually be performed prior to the expiration of the current six (6) month period; therefore, some small number of units may receive three (3) certifications in a particular contract year. Recertification shall be performed on any unit that has come in for a repair between the 6-month periods, requiring replacement of any parts in the counting unit or antenna that are used to measure or calculate speed. If, during the normal certification procedure, it is determined that a radar unit requires repairs and/or replacement of any parts, as a factory-authorized service center, the Contractor shall repair the radar unit. The Contractor shall notify the Department immediately for instruction on how to proceed if extensive repair, totaling 50% or greater of the value of the unit's current replacement cost, is needed on a radar unit. Any repair less than 50% will not require prior estimates or approvals. Laser manufacturers have proprietary rights to perform repairs/parts replacement on the major components of their products. Therefore, if during the normal certification procedure, it is determined that a laser unit requires repair, the Contractor will determine if the repair can be performed by the Contractor's technician or if the unit will need to be shipped to the manufacturer for repairs and/or replacement of parts. If repairs are needed by the manufacturer, the Contractor shall notify the Department immediately to report the action. No work shall be subcontracted to another Contractor for calibration services.
2. **Repairs / Replacement** - The repair service is to include parts and labor for maintaining all owned and leased/loaned radar units used by the Florida Highway Patrol in certified, satisfactory operational condition. This includes all additional items needed to affect such repairs, such as tuning forks, antennas, remote control, etc. The Contractor shall notify the Department immediately for instruction on how to proceed if extensive repair, totaling 50% or greater of the value of the unit's current replacement cost, is needed on a radar unit. Any repair less than 50% will not require prior estimates or approvals. The Contractor must list all parts replaced for a repair on the invoice and show the MSRP and the discount given. Used parts may be used for repairs when new parts are no longer available, but must be reduced by at least 50% of the value of the discounted equivalent "New" part. Any "Used" parts which cannot be discounted to this standard must carry the same warranty for parts and labor as the "New" parts installed. Repairs shall be charged at the hourly service rate established in the bid award. All new replaced parts shall be covered with a one (1) year warranty to include labor, and used parts shall be covered for 90 days to include labor. Quantities may be added /reduced during the contract term, as necessary. Approximately 75% of the radar unit inventory currently averages approximately 8 years old, and units are typically replaced within ten (10) years. Due to the proprietary rights of the laser manufacturers, repairs to laser units under this contract will be limited to only those that are authorized by each specific manufacturer. If it is determined that repairs are needed by the manufacturer, the Contractor shall notify the Department immediately when a laser unit

requires shipping to the manufacturer. No work shall be subcontracted to another Contractor for calibration and repair services.

3. **Service Time from the Stationary Facility** - The Contractor(s) must have sufficient staff/facilities to return a radar or laser unit to the Florida Highway Patrol within 5 business days of receipt, if submitted only for semi-annual certification. The Contractor is responsible for returning the unit(s) as described in the Shipping/Delivery section below.

The Contractor must maintain sufficient staff/facilities/parts to return a radar unit to the Florida Highway Patrol within seven (7) calendar days if submitted for repair, and is responsible for return of the unit as described in the Shipping/Delivery section below. The Contractor will not be held to this time period if a unit is submitted incomplete (missing tuning forks, antenna, remote controls, etc.), or for parts replacement delays which are documented in writing by the manufacturer and provided to the Department. The Contractor must notify the local FHP Troop/Station contact immediately (no later than same day) to request assistance in obtaining the missing required items. Upon receiving the missing items, Contractor shall confirm receipt via e-mail to the FHP Troop/Station contact. The seven (7) day return requirement begins when all items are received by the Contractor. If a laser unit is in need of repair by the manufacturer, the return time does not apply to those repairs and the Contractor shall ship the unit directly to the manufacturer, at no cost to the Department. The Contractor shall notify the Department immediately when a laser unit requires shipping to the manufacturer, and is responsible for maintaining a status update with the manufacturer and providing the local FHP Troop/Station contact with any necessary updates and the estimated time of completion.

4. **Mobile Unit** - The Contractor(s) must perform certification services by using a mobile unit if their stationary facilities are located more than 20 miles from a Troop Headquarters or Station, and/or if a particular stationary facility is not fully staffed Monday – Friday during normal business hours of 8:00 AM -5:00 PM EST. The mobile unit is the preferred method for semi-annual certifications, and as such, the troop can opt to utilize the mobile service over a stationary facility, especially for Troops covering a large geographical area such as Troops D, E, F, K & L. The mobile unit must be fully equipped for the required calibration certifications. Note: Contractor(s) are hereby notified that scheduling difficulties can occur when dealing with police work due to the unpredictable nature of the calls received. Therefore, no compensation will be made for missed appointments.

Contractor's mobile unit service shall include, at a minimum, three (3) mobile units. One (1) mobile unit shall cover the Northwest Region to include Troops A, H, Q, and parts of I; and two (2) mobile units shall cover the Central/Southern Region to include Troops D, E, F, J, K & L.

Certification on radar and lasers must be completed before certification expiration. The Contractor will ensure all radar and laser units which are scheduled for recertification within 30 days' notice, are certified prior to expiration. Radar or laser certifications, which expire due to Trooper unavailability, will be scheduled on the Contractor's next available date. Radar and lasers may be scheduled and certified 60 days before expiration to assist with scheduling. Certifications sooner than 60 days before expiration must be approved by the Troop's or Station's designated person responsible for radar and laser certification and repair.

Mobile scheduling conflicts may be resolved by shipping of the radar or laser unit to the nearest Stationary Facility with approval by the Troop/Station contact. Service and repair time standards in Section 3.0 will apply.

5. **Records** - All test and certification data shall be recorded on Department of Highway Safety and Motor Vehicles – Speed Measuring Device Certification Form (HSMV 61070) per Rule 15B-2, Florida Administrative Code, Speed Measuring. The Contractor will be provided with a list of local FHP contacts for each Troop/Station the Contractor provides service for, who will handle coordination of all repair or calibration services. The Speed Measuring Device Certification Forms shall be submitted by the Contractor to the respective local FHP Troop/Station contact no later than 48 hours from the date of certification, and shall include certification of the validation of testing equipment accuracy. In the event that the Department has the need for the Contractor to provide additional related forms during the contract period, the Contract Manager and Contractor shall determine agreeable forms upon which to record and to submit additional information for radar certification/repair/return. These forms shall also be submitted by the Contractor to the local FHP Troop/Station contact no later than 48 hours from the date of certification.
6. **Reports** - The following reports shall be submitted as indicated to the Department's Contract Manager:
 1. A monthly Radar Service Summary Report to include make/model, serial number, DHSMV property number, antenna serial number, and date serviced.
 2. A monthly Laser Service Summary Report to include make/model, serial number, DHSMV property number, and date serviced.
 3. A monthly Speedometer Service Summary Report to include make/model, VIN number, tag number, odometer reading, and date serviced.

The report shall accurately address activities that were performed each month, and shall be submitted by the 15th of the month following the month to which the report pertains, prior to 5:00 p.m. Additional reports may be required as mutually agreed upon by the Contract Manager and Contractor. Reports may be sent electronically.

7. **Hours of Service** - The Contractor's stationary facility must be open during regular business hours, which are herein defined as Monday through Friday from 8:00 AM to 5:00 PM, EST, except on holidays designated by the State of Florida. These include: New Year's Day, Martin Luther King's birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Two days (Thursday and Friday) for Thanksgiving, and Christmas Day. The mobile service must be available for scheduled service requests Monday and Friday from 7:00 AM to 6:00 PM to ensure services are available to all work shifts within the Troop.
8. **Shipping/Delivery** - The Contractor is responsible for returning the unit(s), **at no additional cost to the FHP**. Units shall be shipped or delivered to the closest FHP office/station to the assigned Trooper via either delivery by mobile unit or by a proper shipping agent (e.g., The United States Post Office, UPS, Federal Express, DHL, Emery or other pre-approved Contractor). All shipping shall be, at a maximum, 48-hour (2-day) ground. The Contractor must provide shipping containers/boxes that sufficiently protect the units and meet all shippers' requirements, at no additional cost to the Department. No notification shall be given by the FHP prior to shipping any units that are in need of repair if delivery or pickup is not feasible. The Department is responsible for paying any shipping charges for the container/boxes that it may need to ship to the Contractor.
9. **Quality Assurance** - The FHP reserves the right to inspect the Contractor's premises and calibration/certification and repair practices, during any and all hours the Contractor is required to be open for business under the contract, in order to ensure work is being performed to specifications in this ITB document. Once per quarter year, the FHP may submit one radar unit for repairs intentionally made defective by its personnel or agents.

Submission of defective units for quality assurance purposes under this subsection shall be at the direction or authority of the Department's Contract Manager only.

10. **Customer Service** - The Florida Highway Patrol expects courteous, quality customer service from the Contractor. Any disputes shall be brought to the attention of the Contract Manager immediately. The Department's Contract Manager shall have the sole discretion to resolve the dispute. In addition, the Contractor shall be provided a local FHP Troop/Station contact list with one person to contact for that particular office/station who will handle all correspondence/calls related to local repair or calibration services.

3.3 SILENCE OF SPECIFICATIONS

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of this Contract shall be made upon the basis of this statement.

3.4 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Contractor shall provide to the Contract Manager a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract/purchase for the current month. (See Section 2.10 DIVERSITY.)

- A. The Contractor shall complete and submit Exhibit 3 MONTHLY MINORITY & SERVICE DISABLED VETERAN BUSINESS REPORT by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to:

bpcreporting@flhsmv.gov

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

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

3.5 ADDITIONS/DELETIONS

The Department reserves the right to delete any item from the Contract, when deemed to be in the state's best interest. It also reserves the right to add any item within the scope of the Contract. Pricing shall be comparable to the amounts paid under the Contract. These additions or deletions will be incorporated via an amendment to the Contract.

3.6 DEPARTMENT RESPONSIBILITIES

The Department will provide technical support and assistance to the Contractor within the resources available to the Department to assist the Contractor in meeting the requirements of this Contract. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of all contract requirements.

3.7 DELIVERABLES

The Contractor shall submit all deliverables in accordance with the Deliverable Schedule below. Deliverables must be approved by the Department's Contract Manager prior to payment. Deliverable due dates may be extended upon prior written approval of the Department.

	Deliverable	Due Date
A.	Completion of calibrations and repairs of all radar units determined by FHP to be in need of service, and evidenced by a monthly Radar Service Summary Report to include make/model, serial number, DHSMV property number, antenna serial number, and date serviced. The report shall address activities that were performed each month.	Radar units shall be returned to the Department within 5 business days of receipt, if submitted only for semi-annual certification; and within seven (7) calendar days if submitted for repair. Summary Report shall be submitted to the Department's Contract Manager by the 15 th of the month following the month to which the report pertains, prior to 5:00 PM.
B.	Completion of calibration, and repairs authorized by the manufacturer, of all laser units determined by FHP to be in need of service, and evidenced by a monthly Laser Service Summary Report to include make/model, serial number, DHSMV property number, and date serviced. The report shall address activities that were performed each month.	Laser units shall be returned to the Department within 5 business days of receipt, if submitted only for semi-annual certification; and within seven (7) calendar days if repaired by the Contractor. Summary Report shall be submitted to the Department's Contract Manager by the 15 th of the month following the month to which the report pertains, prior to 5:00 PM.
C.	Submission of the Speed Measuring Device Certification Forms, which shall include certification of the validation of testing equipment accuracy.	Shall be submitted by the Contractor to the respective local FHP Troop/Station contact no later than 48 hours from the date of certification.

3.8 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 liquidated damages upon the Contractor for failure to comply with the performance standard requirements set forth in the chart below.

	Performance Standard Requirement	Liquidated Damages to be Imposed
A.	The Contractor shall provide service as described in Section 3.2., B.3. Service Time.	<ul style="list-style-type: none"> • Up to 5 days past the deadline: \$5.00 per overdue unit. • 6-20 days past the deadline: \$10.00 per overdue unit. • 21 or more days: \$15.00 per overdue unit.
B.	The Contractor shall provide services as described in Section 3.2., B.5. Records.	<ul style="list-style-type: none"> • Up to 5 days past the deadline: \$1.00 per overdue unit. • 6-20 days past the deadline: \$3.00 per overdue unit. • 21 or more days: \$5.00 per overdue

		unit.
C.	The Contractor shall provide reports as described in Section 3.2., B.6. Reports.	\$5.00 per day, per each report, not timely received, or received but incorrect, until met.
D.	The Contractor shall submit a monthly MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT by or before the 5 th day of the following month for the entire term of the Contract/purchase order, as indicated in Section 3.4.	Ten dollars (\$10) per day for each day beyond the due date until provided to the Department.
F.	The Contractor shall provide invoices as described in Section 8.6.	\$5.00 per day, per each invoice, not timely received, or received but incorrect, until met.

3.9 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 3.7 DELIVERABLES. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. 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 3.11 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 3.10 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.

3.10 CORRECTIVE ACTION PLAN (CAP)

- A. If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting Contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including Contract termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.

- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
- 1) determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - 2) Determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
- E. If the 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 time frame(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 \$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.

3.11 COMMUNICATIONS

Contract communications will be in three 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.

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.

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 or the individual identified for contractual purposes on FORM 1 – BIDDER CONTACT INFORMATION. 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 problem, 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 problem 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 acknowledges that records and documents related to Contractor's service delivery are public records as provided under Chapter 119, Fla. Stat.

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

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

4.0 BID INSTRUCTIONS

4.1 INTRODUCTION

This section contains the General Instructions to Respondents and Special Instructions. The General Instructions to Respondents (PUR 1001, 2006 version) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR 1001 (General Instructions to Respondents) are not applicable:

- A. Section 3. Electronic Submission of Responses
Bid submittals shall be submitted in accordance with Section 5. BID SUBMISSION INSTRUCTIONS of this solicitation.
- B. Section 4. Terms and Conditions
Terms and Conditions shall be in accordance with Section II. Contract Documents and Order of Precedence, of Exhibit 1 – Sample Contract.
- C. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

The Special Instructions are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

4.2 BIDDER QUALIFICATION QUESTIONS

Bidders will submit a Yes/No response to the Bidder Qualification Questions on Form 2 (attached), which must be submitted with the bidder's bid submittal. The Bidder must meet all qualifications

in order to be considered for award. The Department will not evaluate bids from Bidders who answer “No” to any of the Qualification Questions.

The Department reserves the right to verify the Bidder’s status for each of the Qualification Questions.

4.3 MYFLORIDAMARKETPLACE TRANSACTION FEE

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C). Please refer to this statutory section for the current transaction fee amount.

4.4 MYFLORIDAMARKETPLACE REGISTRATION

Each Bidder doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., with any Bidder not registered in the MyFloridaMarketPlace system, unless exempted by rule. Should a Bidder not currently registered in the MyFloridaMarketPlace system be selected for award, the Bidder shall register in the MyFloridaMarketPlace system within five (5) days after posting by the Department of a Notice of Intent to Award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (<http://www.myflorida.com>). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service office at 866-352-3776 or from the Department of Management Services’ State Purchasing office located at 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399, 850-488-8440.

4.5 PREFERRED PRICING COMPLIANCE

In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Contractor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Contractor attesting that the Contractor is in compliance with PUR 1000 General Contract Conditions, Section 4.4(b), Best Pricing Offer. Contractor’s failure to comply with this section may be grounds for terminating the Contract, at the Department’s sole discretion. The Department shall distribute the Affidavit form to be used by the Contractor during each remaining year of the Contract.

4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION

Pursuant to section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Bidder agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the Bidder be awarded the Contractor/purchase order. Website: www.sunbiz.org

4.7 FLORIDA SUBSTITUTE FORM W-9 PROCESS

Vendors *must* register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Vendors, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded Bidder (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

4.8 SCRUTINIZED COMPANIES

Pursuant to paragraph 287.135(3)(b), Fla. Stat., the Department may immediately terminate any Contract for cause if the Contractor is found to have submitted a false certification under subsection 287.135(5), Fla. Stat., or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract. A list of prohibited scrutinized companies may be found in the link provided below.

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>

4.9 PRICE SHEET INSTRUCTIONS

The Bidder must submit a FORM 3 – PRICE SHEET (attached) to be considered for award.

- A. The Bidder shall provide a price(s) in each cell of each Price Sheet submitted. Failure to provide a price in a cell may deem the price sheet non-responsive.
- B. The Bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Bidder's price sheet calculations are identified, unit prices submitted by the Bidder will be used to determine the total price for that Bidder.

Price(s) will be final based on Department verification. Department corrected price sheets will be made available upon written request to the Bidder.

- D. Shipping

Bidders should include the cost of shipping, i.e., freight on board (FOB) destination / inside delivery, in accordance with paragraph 672.319(1)(b), Fla. Stat. The Department will not pay freight charges.

4.10 MANDATORY REQUIREMENTS

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

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

4.11 MINOR BID EXCEPTIONS

The Department reserves the right to waive minor deviations or exceptions in bids providing such actions are in the best interest of the State of Florida and the Department. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and

would not affect the outcome of the award by giving a Bidder an advantage or benefit not enjoyed by other Bidders.

4.12 NON – RESPONSIVE BIDS, NON – RESPONSIBLE BIDDERS

Bids which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of bids are impossible, or those which affect the competitiveness of bids, or the cost to the Department.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the solicitation, and which Bidders are responsible.

“Responsible” or “Qualified Bidder” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals will be considered only from Bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

4.13 SUBCONTRACTS

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services, as indicated in this ITB. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted reflecting all of the information identified in Section 8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION.

No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties.

5.0 BID SUBMISSION INSTRUCTIONS

5.1 BID SUBMISSION CONTENTS

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor’s capabilities to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. Bids are to be organized in sections as directed below. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and ink or typewritten with no alterations, changes, or amendments made within. All forms must be signed and dated by the Vendor’s Authorized Representative (see Section 1.2 DEFINITIONS, Item A.).

The entire bid packet with all forms and documents required shall be referred to as the Bidder's "bid submittal."

A. The Bidder shall organize its bid submittal contents as follows:

Tab 1 A cover letter on the Bidder's letterhead with the following information

- Name and headquarters location of the Bidder
- Federal Employer Identification (FEID) Number
- Subcontracting information as indicated in Section 4.13 SUBCONTRACTS. If not applicable, the Bidder shall so indicate in its cover letter.

Tab 2 Mandatory forms to be completed, signed and included with the bid:

FORM 1 – BIDDER CONTACT INFORMATION

FORM 2 – BIDDER QUALIFICATION QUESTIONS

FORM 3 – PRICE SHEET

Signed Addendum(s) (if applicable)

A written letter from an attorney-at-law (if applicable, see Section 6.2 FLORIDA PREFERENCE)

Completed forms must be included in the Bidder's bid submittal. If any item is missing or incomplete, the bid submittal will be deemed non-responsive.

Tab 3 Exceptions

The Bidder shall include a statement in this tab indicating that it has no exceptions in regard to the services described in this solicitation.

However, should the Bidder have any exceptions, they must be noted in this tab in detail. The Department's request that exceptions, if any, be identified, does not imply and should not be taken as agreement by the Department to agree to or accept any exception(s). The Department will review the exceptions that were not addressed during the question and answer period and render a decision as to whether to accept them or not. See Section 4.12 NON-RESPONSIVE, NON-RESPONSIBLE BIDDERS.

NOTE: The lowest priced responsible and responsive bidder shall be contacted by the Procurement Officer in writing to submit fully assembled vehicle partition. (see Section 6.1 BASIS OF AWARD, Item A., and D.)

5.2 BID SUBMISSION

The Bidder shall submit:

5.2.1 One original version of the bid submittal, with one (1) copy.

5.2.2 One REDACTED scanned copy of the bid submittal, if applicable (see Section 5.5 REDACTED SUBMISSIONS).

Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the Bidder's company name, and solicitation number.

5.3 DELIVERY OF BID SUBMITTAL

The bid shall be submitted to the Procurement Officer identified in Section 1.3 PROCUREMENT OFFICER, by or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

5.4 BID GUARANTEE

The Department will not require a bid guarantee for this solicitation.

5.5 REDACTED SUBMISSIONS

The following subsection supplements Section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its bid submittal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its bid submittal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

6.0 AWARD METHODOLOGY

6.1 BASIS OF AWARD

- A. The Contract will be awarded to the responsible and responsive Bidder that submits the lowest priced responsive bid for the original and renewal terms combined. The Department will consider the total cost for each year of the Contract, including renewal years, as submitted by the Bidder.

The Department shall also consider the following mandatories in consideration of award:

1. Timely submission of the Bidder's bid submittal.
2. Submission of all mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS, Item A.

- B. The Department reserves the right to:

- award multiple contracts, for all or part of the work contemplated by this solicitation;
- divide the work among vendors by type of service or geographic area, or both;
- award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; and / or
- reject all bids.

- C. The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

6.2 FLORIDA PREFERENCE

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

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

6.3 POSTING OF AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into one or more contracts with the vendor or vendors identified therein, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all bids, it will post its notice at the same VBS website.

6.4 IDENTICAL BIDS

In the event that the Department receives two identical bids, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C.

7.0 PROTESTS

7.1 TIME LIMITS FOR FILING PROTESTS

A notice of protest must be filed within seventy-two (72 hours) of the posting of the agency decision or solicitation. Any formal protest must be filed within ten (10) days of the filing of the notice of protest. A formal written protest is “filed” when **actually received** by the Department’s Agency Clerk.

7.2 BOND MUST ACCOMPANY PROTEST

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department’s estimated contract amount (total for all years).

FAILURE TO POST AN ORIGINAL BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.

8.0 RESULTANT CONTRACT SPECIAL PROVISIONS

8.1 GENERAL CONTRACT CONDITIONS (PUR 1000)

The PUR 1000 is incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

8.2 CONTRACTUAL SUBMISSIONS

A Bidder’s bid submittal to this solicitation shall be considered as the Bidder’s formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

8.3 CONTRACTOR RESPONSIBILITY

The Department will consider the Contractor to be the sole point-of-contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the Contractor is the supplier of said commodities and services or any component.

8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION

Should the Contractor need to subcontract any services to a subcontractor not originally identified in its bid submittal, the Contractor shall submit a written request to the Department’s Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;
- D. How the Contractor plans to monitor the subcontractor's performance of the identified services;
- E. Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org**
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains insurance, as required. The Department shall treat the Contractor's use of a subcontractor not disclosed as required herein and/or approved by the Department as a breach of the Contract.

8.5 CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Lt. Herbert Brown
 Florida Highway Patrol
 Florida Department of Highway Safety and Motor Vehicles
 Neil Kirkman Building
 2900 Apalachee Parkway
 Tallahassee, Florida 32399-0500

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. Direct 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 Contractor's overall performance at the conclusion of the Contract;
5. Issue Corrective Action Plans and assess Liquidated Damages in accordance with the Contract; and
6. 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 as indicated on the Purchase Orders.

The Budget Coordinator will perform the following functions:

1. Verify receipt of deliverables from the Contractor; 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) 717-3681

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

8.6 INVOICES

The Contractor shall submit an appropriately completed invoice(s) to the ship to invoice address noted on the purchase order.

Payments shall be made in accordance with sections 215.422 and 287.0585 of the Fla. Stat., which govern time limits for payment of invoices. Also see PUR 1000 General Contract Conditions, Section 15.

FORM 1 – BIDDER CONTACT INFORMATION

For solicitation purposes, the Bidder's contact person shall be:

Name: _____

Title: _____

Bidder Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

For contractual purposes, should the Bidder be selected for award, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

FORM 2 - BIDDER QUALIFICATION QUESTIONS

1.	Does Bidder certify that the Bidder or person submitting the bid and its pricing is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does Bidder certify that it is not a Discriminatory Vendor or Convicted Vendor as defined in sections 7 and 8 of the PUR 1001?	Yes	No
3.	Does Bidder certify compliance with section 9 of the PUR 1001?	Yes	No
4.	Does Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?	Yes	No
5.	Does Bidder certify that it will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as indicated in Section 4.5 PREFERRED PRICING COMPLIANCE?	Yes	No
6.	Does the Bidder certify that its primary business is providing the type of service or goods sought in this solicitation, that the company is financially responsible, and has the necessary equipment and personnel to provide the services or goods required by this solicitation?	Yes	No
7.	Does the Bidder certify that it will comply with Section 4.4 MYFLORIDAMARKETPLACE REGISTRATION?	Yes	No
8.	Does the Bidder certify that it will comply with Section 4.6 REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE?	Yes	No
9.	If applicable, does the Bidder certify it will comply with Section 4.7 SUBSTITUTE FORM W-9?	Yes	No
10.	Does the Bidder understand that the solicitation contains both requirements that apply to the solicitation and that apply to any Contract, including purchase orders, that may result from this solicitation?	Yes	No
11.	Does the Bidder understand that by submitting a bid submittal, the Bidder is deemed to have accepted all contract-related terms?	Yes	No
12.	Does the Bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
13.	Does the Bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No

14.	Does the Bidder certify that it will comply with Section 8.4 SUBCONTRACTING AFTER CONTRACT EXECUTION?	Yes	No
15.	Does the Bidder certify that is has Authorized Service Center Certificates for all listed manufacturers that it shall submit to the Department's Contract Manager prior to the execution of a contract.	Yes	No
16.	Does the Bidder certify that it has the ability to provide the services required under this ITB.	Yes	No

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected.
As the person authorized to sign this statement, I certify that this firm complies with all requirements of ITB 029-16.

Respondent:	_____		
Address:	_____		
City:	_____	State:	_____
Zip:	_____		
Authorized Signature:	_____	Date:	_____
Title:	_____		
		Telephone:	_____

Please complete legibly.

FORM 3 – BID PRICE FORM

For the purpose of this ITB, the Troops have been grouped into two (2) regional groupings. Bidders may bid on one regional area OR both regions. (See Exhibit 1 for Regional Area breakdowns.) However, if bidding on both regions, the per unit cost for each service must be the same for both regions. Failure to reflect the same unit cost for both regions will result in the bid being considered non-responsive. In addition, there must be a unit cost included for each service type for the region(s) for which a bid is submitted.

The Northwest Region consists of Troops A, H, Q, and part of I.
The Central/Southern Region consists of Troops D, E, F, J, K, and L.

A - Initial Three (3) Year Service Period

Service Description	Unit Cost* (Place an "X" under each Region to be included at this cost.)	Northwest Region	Central/Southern Region
1) Radar Calibration Certification	\$		
2) Laser Calibration Certification	\$		
3) Hourly Repair Rate (Not to be charged for any certification procedure)	\$		
Total Unit Cost	\$		

***Unit cost is the cost per each time the service is conducted. In the case of the "Hourly Repair Rate", it is the cost to be assessed per hour for repairs, inclusive of all parts, labor, processing, handling, and shipping.**

A = \$ _____ Total Unit Cost for all three services during the Initial Three (3) Year Period

B - Optional Three (3) Year Renewal

Service Description	Unit Cost* (Place an "X" under each Region to be included at this cost.)	Northwest Region	Central/Southern Region
Radar Calibration Certification	\$		
Laser Calibration Certification	\$		
Hourly Repair Rate (Not to be charged for any certification procedure)	\$		
Total Unit Cost	\$		

***Unit cost is the cost per each time the service is conducted. In the case of the "Hourly Repair Rate", it is the cost to be assessed per hour for repairs, inclusive of all parts, labor, processing, handling, and shipping.**

B = \$ _____ Total Unit Cost for all three services for the optional three (3) year renewal period

A + B = \$ _____ Grand Total Unit Cost

(Continued)

The contract award will be made to the responsive and responsible bidder providing the lowest Grand Total Unit Cost for all services as described in Section 3.0 of this Solicitation.

Complete and Sign below. **Unsigned offers will not be considered.**

As the person authorized to sign this statement, I certify that this firm complies with all requirements of ITB #029-16.

BIDDER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ PHONE: _____

Please complete legibly.

EXHIBIT 1

ESTIMATED SPEED MEASURING DEVICE INVENTORY BY TROOP*

TROOP	LOCATIONS	RADARS	MAKE / MODELS	LASERS	MAKE / MODELS
A <u>Northwest Region</u> Escambia, Santa Rosa, Walton, Holmes, Washington, Jackson, Bay, Calhoun, Gulf	HQ: 6030 County Road 2321 Panama City, FL 32304 Station(s): 150 W. Stumpfield Rd. Pensacola, FL 32522-7626	132 38 CVE Troop I	BEE III; Golden Eagle; Stalker Dual	58 14 CVE Troop I	Pro-Lite +; ProLaser III; SpeedLaser S
D <u>Central/Southern Region</u> Volusia, Lake, Seminole, Orange, Brevard, Osceola	HQ: 133 South Semoran Blvd. Orlando, FL 32814 Station(s): 3775 W. King St. Cocoa, FL 32926-4128 1551 E. International Speedway Blvd. Deland, FL 32724	240 33 CVE Troop J	BEE III; Genesis; Golden Eagle; Stalker Dual	116 14 CVE Troop J	ProLaser III; SpeedLaser; Stalker Lidar
E <u>Central/Southern Region</u> Dade, Monroe	HQ: 1011 NW 111th Ave., Miami, FL 33172 Station(s): 3380 Overseas Hwy. Marathon, FL 33050	126 21 CVE Troop J	Golden Eagle; Stalker Dual	81 9 CVE Troop J	ProLaser III; SpeedLaser S
F <u>Central/Southern Region</u> Manatee, Sarasota, Hardee, Desoto, Highlands, Charlotte, Glades, Lee, Hendry, Collier	HQ: 5023 53rd Avenue East Bradenton, FL 34203 Station(s): 4010 S. Tamiami Trl. Venice, FL 34293 10041 Daniels Pkwy. Ft. Myers, FL 33913	159 20 CVE Troop J	Falcon HR; Genesis; Golden Eagle / IIX / Plus; Stalker II / Dual;	90 8 CVE Troop J	Marksman LTI 20/20; ProLaser II / III; SpeedLaser; Stalker Lidar;
H <u>Northwest Region</u> Gadsden, Liberty, Franklin, Leon, Wakulla, Jefferson, Madison, Taylor	HQ: 2100 Mahan Drive Tallahassee, FL 32308	90 21 CVE Troop I	BEE; Falcon HR; Genesis / II; Golden Eagle; Stalker / Dual	42 8 CVE Troop I	ProLaser II / III; SpeedLaser
I (CVE-North Region) <u>Northwest Region</u>	Troops A & H Locations	Added to specific associated locations. Invoice separately	BEE III, Falcon; Genesis / II; Golden Eagle II; Ranger; Stalker Dual / DSR2X;	Added to specific associated locations. Invoice separately	Marksman; Pro-Lite; ProLaser III; SpeedLaser S; TruSpeed; UltraLyte LRB;

J (CVE-South Region) <u>Central/Southern Region</u>	Troops D, E, F, K & L Locations	Added to specific associated locations. Invoice separately	BEE III; Genesis / II; Golden Eagle II; Stalker Dual / DSR2X;	Added to specific associated locations. Invoice separately	Marksman, Pro-Lite +; ProLaser III; SpeedLaser S; TruSpeed; UltraLyte LRB
K (Turnpike) <u>Central/Southern Region</u>	HQ: Turkey Lake Service Plaza - FL Turnpike MM 263, Ocoee, FL 34761 Station(s): W. Palm Beach Service Plaza Law Enforcement Bldg. #9320 Lake Worth, FL 33467 Snapper Creek Service Plaza & Turnpike Miami, FL 33176	183	Applied Concepts; Genesis; Kustom; MPH; Raptor; Stalker	90	ProLaser III; Pro-Lite +; SpeedLaser S
L <u>Central/Southern Region</u> Indian River, St. Lucie, Martin, Okeechobee, Palm Beach, Broward	HQ: Lake Worth Service Plaza - FL Turnpike MM 94, Lake Worth, FL 33467 Station(s): 2929 N. 25th St. Ft. Pierce, FL 34946-1704 14190 State Road 84 Davie, FL 33325	151 24 CVE Troop J	BEE III; Falcon HR; Genesis; Golden Eagle; Stalker	100 4 CVE Troop J	ProLaser II / III; Pro-Lite +; SpeedLaser S
Q (GHQ & Academy) <u>Northwest Region</u>	2100 Mahan Drive Tallahassee, FL 32308	45	Genesis; Golden Eagle; K55; Stalker Dual	11	Speed Laser / S; UltraLyte
TOTAL		1,283	Manufacturers: Applied Concepts; Decatur; Kustom Signals; MPH Industries;	641	Manufacturers: Applied Concepts; Dragon Eye Tech; Kustom Signals; Laser Atlanta; Laser Technology; MPH Industries;

Exhibit 2

FHP Troop Locations

Northwest Region

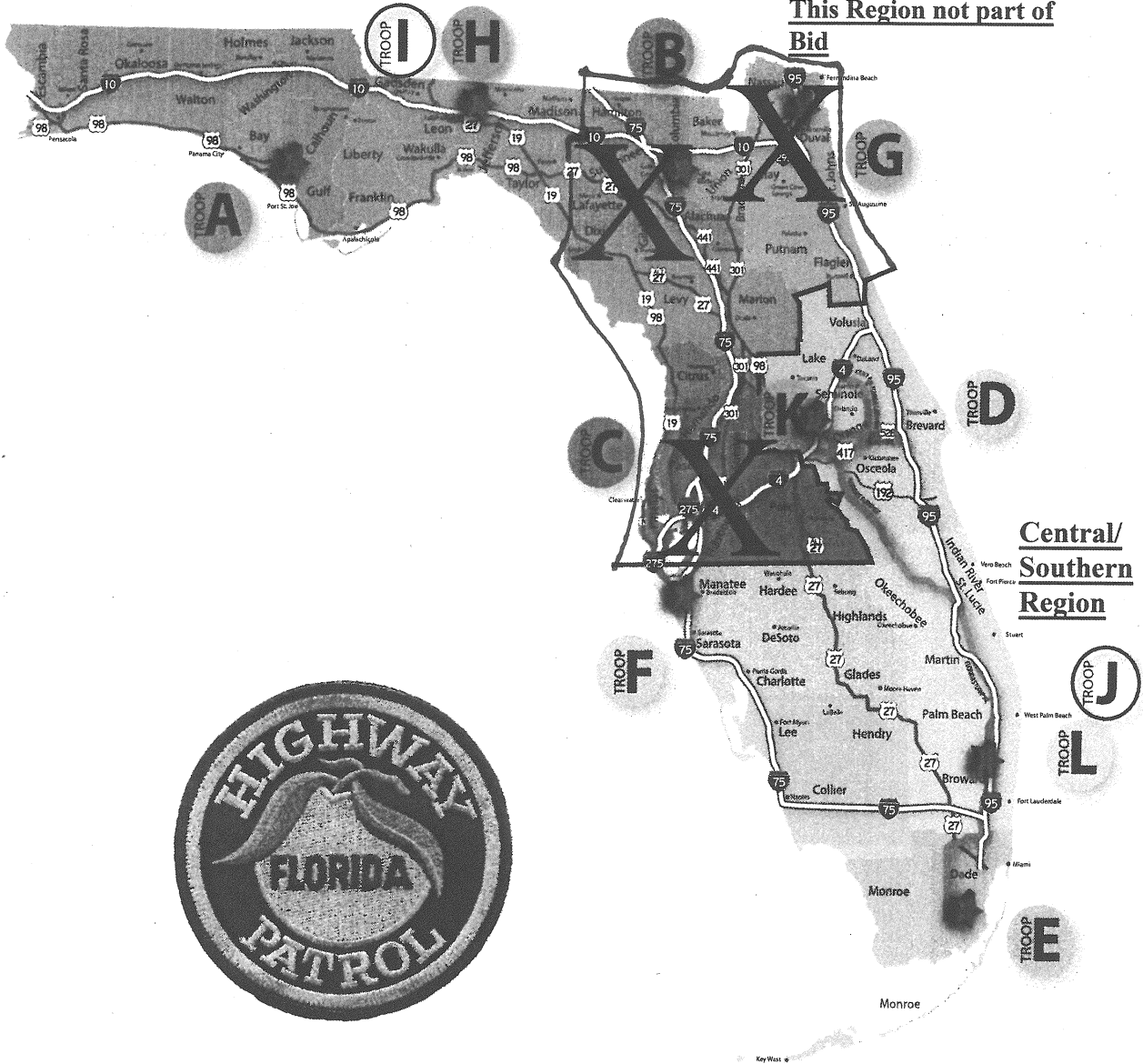


EXHIBIT 1 – SAMPLE CONTRACT

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”), which are the Parties hereto.

WITNESSETH

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

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, the Department issued an **Invitation to Bid No.: 000-16, [insert solicitation name]**, for which the Contractor was awarded the bid to provide the services outlined therein.

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

I. CONTRACT TERM

This Contract shall be in effect upon the date of last signature by the Parties and shall expire **DATE**. Services shall begin upon issuance of a Purchase Order incorporating this Contract.

This Contract may not be renewed OR **renewal options will be included here**.

II. 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. **ITB 000-16, [insert solicitation name]**, which is inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- C. the purchase order, and its terms and conditions; and
- D. the Contractor’s bid submission.

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

III. SCOPE OF SERVICE

A. General Description of Services

The Contractor shall provide (brief description of background and service to be procured will be included here).

No other terms and conditions shall apply except as stated in this Contract, the Exhibits referenced herein, and the Purchase Order incorporating this Contract, including the Exhibits (collectively, “Contract” or “the Contract” or “this Contract”).

B. Services To Be Provided by the Contractor

Description of services will be included here.

C. Department Responsibilities

The Department will provide technical support and assistance to the Contractor within the resources available to the Department to assist the Contractor in meeting the requirements of this Contract. The support and assistance, or lack thereof shall not relieve the Contractor from full performance of the contract requirements.

D. Deliverables

Detailed deliverable schedule to include due dates will be included here.

E. 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 liquidated damages upon the Contractor for failure to comply with the performance standard requirements set forth in the chart below.

Performance Standard Requirement	Liquidated Damages to be Imposed
See [insert solicitation type] 000-16, [insert solicitation name], Section 0.00 for applicable language.	As stated in the solicitation.

F. 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., Item E., Performance Standards and Liquidated Damages. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. 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., Item 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 III., Item G., 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.

G. 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 \$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 \$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. Payment

This is a Fixed Price (Unit Cost) Contract not to exceed the total estimated value of \$XX,XXX.XX. The Department will pay the Contractor, in arrears, upon receipt of all services, in accordance with acceptable quote(s) issued as a part of this Contract.

All payments will be made in accordance with Chapter 215, Fla. Stat. following receipt of an appropriately completed invoice from the Contractor. See Section VIII., Conditions, J. Invoices.

B. MyFloridaMarketPlace

Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee, which the Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

C. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

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. Direct 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 Contractor’s overall performance at the conclusion of the Contract;
5. Issue Corrective Action Plans and assess Liquidated Damages in accordance with the Contract; and
6. 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 from the Contractor; 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) 717-3681

The Contract Administrator will perform the following functions:

- 1. Maintain the official Contract Administration file;
- 2. Process all Contract amendments, renewals, and termination of the Contract; and
- 3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

D. Contractor’s Representative

The name, title, address, and telephone number of the Contractor’s representative 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 and a copy of the written notification shall be maintained in the official Contract record.

F. Communications

Contract communications will be in three 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.

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.

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 or Project Manager. 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 problem, 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 problem 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 acknowledges that records and documents related to Contractor’s service delivery are public records as provided under Chapter 119, Fla. Stat.

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

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

VI. CONTRACT AMENDMENTS

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section IV., Item C. Official Payee, and Section V., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract Amendment.

VII. TERMINATION AND CANCELLATION

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

A. Termination at Will

This Contract may be terminated without cause, as follows:

- 1. By the Contractor upon no less than thirty (30) calendar days’ notice to the Department; and
- 2. By the Department upon no less than thirty (30) calendar days’ notice to the Contractor.

The above-referenced time frames may be modified (i.e., either lengthened or shortened), as mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

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

C. Cancellation By The Department

This Contract will be subject to cancellation by the Department should the Department determine that either one of the following events has occurred:

- 1. The Contractor has failed to comply with the terms and conditions contained herein; or
- 2. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

D. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department, the Contractor(s) must:

- 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 as must not have been 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 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. CONDITIONS

A. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

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. Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.

D. 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 (if applicable), or any of the employees, agents or representatives of the Contractor or subcontractor.

E. 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 shall deem necessary.

F. Return of Funds

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, its independent auditor, or notification by the Department of the overpayment.

G. 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.

H. Requirements of section 287.058, Fla. Stat.

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 work and shall be in quantifiable, measurable, and verifiable units. Deliverables shall be received and accepted by the Contract Manager prior to payment.
4. Contractor shall meet all criteria and final date, as specified herein, by which such criteria must be met, for completion of the Contract.
5. The Department may unilaterally cancel this Contract for refusal by the Contractor to allow public access to all documents, papers, letters, 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.

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

- b) Respond to inquiries from the Department 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.
- c) Provide the public with access to public records on the same terms and conditions that the Department would provide the records 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) Meet all requirements for retaining public records and transfer, at no cost to the Department, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

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 request by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

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

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

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.

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).

If the Contractor brings to the performance of this Contract a pre-existing patent, patent-pending and/or copyright at the time of Contract execution, the Contractor shall retain all rights and entitlements to that pre-existing patent, patent-pending and/or copyright, unless this Contract provides otherwise.

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.

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.

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.

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.

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.

Any 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.

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.

If applicable, 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.

I. Sponsorship

Pursuant to section 286.25, Fla. Stat., 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.

J. Invoices

Payments shall be made in accordance with sections 215.422 and 287.0585 of the Fla. Stat., which govern time limits for payment of invoices. Also see PUR 1000 General Contract Conditions, Section 15.

K. Final Invoice

If this is not a lump-sum contract for which a single invoice will be processed, 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.

L. Public Entity Crime

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. Stats., for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

M. Driver 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 DPPA, 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 prosecution 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 Driver Privacy Protection Act Exceptions

N. 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.

O. Employment

Contractor shall comply with Section 274A (e) of the Immigration and Nationality Act. 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.

P. Work Authorization Program

The Immigration Reform and Control Act of 1986 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.

Q. Scrutinized Companies Lists

Pursuant to section 287.135, Fla. Stat., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for 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, the Contractor certifies that it is not listed on either 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. Pursuant to subsection 287.135(5), Fla. Stat., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List 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.

R. 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.

S. 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.

T. Department of State Licensing Requirements

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

U. 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.

V. 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.

W. 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 agreement are required to follow the provisions of paragraph 287.042(16)(a), Fla. Stats. 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.

X. 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.

Y. 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 Vendor's responsibility to discontinue service and/or retrieve its equipment unless a written extension or renewal order is received in advance.

Z. 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 terms in the Contractor's quote or the Department's Purchase Order.

AA. 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.

BB. Preferred Price Affidavit Requirement

The Contractor shall submit to the Department, at least annually, a Preferred Price Affidavit Requirement form. This affidavit will be provided by the Contract Manager to the Contractor annually.

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

CONTRACTOR:
CONTRACTOR'S NAME

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

**DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES**

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

SIGNED
BY: _____
NAME:
TITLE:

DATE: _____

SIGNED
BY: _____
NAME: **John McCarthy**
TITLE: **Chief Counsel,
Office of the General Counsel**

DATE: _____

Exhibit 3
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
BUREAU OF PURCHASING AND CONTRACTS
MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

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

Contractor Name and Address:

Contract / Purchase Order No.: _____

Reporting Month

Begin Date: _____

End Date: _____

MINORITY BUSINESS ENTERPRISE (MBE)

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

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

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

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

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

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

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

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

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