



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

January 19, 2016

MEMORANDUM NO: RFP-DOT-15/16-9012-GH-1

TO: FDOT Offices and Districts

FROM: Procurement Office

SUBJECT: **SELF-SERVE MOTOR POOL SYSTEM**
CR7180 – Agile Access Control, Inc.
RFP-DOT-15/16-9012-GH

-
- Attachment 3, FleetCommander Pricing for Optional Items (Commercial Price Catalog) has been revised to add unit pricing as shown in the table below:

Product ID	Description	Price
FCMPMT	MOTOR POOL SOFTWARE (MPS) perpetual license <u>per vehicle</u> (minimum quantity of 25 vehicles total in FleetCommander)	\$308
FASM	MOTOR POOL SOFTWARE perpetual license annual software maintenance per vehicle	\$46.20
FAST	MOTOR POOL SOFTWARE perpetual license annual technical support per vehicle	\$30.80

- The contract document has been updated to reflect this revision.

Any question on delivery or service that may arise regarding this contract may be directed to Angel Birriel at angel.birriel@dot.state.fl.us

**State of Florida
Department of Transportation**



SELF-SERVE MOTOR POOL SYSTEM

FDOT Agency Term Contract
RFP-DOT-15/16-9012-GH

EFFECTIVE CONTRACT DATES:
NOVEMBER 18, 2015 – NOVEMBER 17, 2018

VENDOR:
AGILE ACCESS CONTROL, INC.

MFMP Contract #:
CR7180

PRICE PROPOSAL FORM

RFP Number: RFP-DOT-15/16-9012-GHRFP Title: SELF-SERVE MOTOR POOL SYSTEM**Services to be provided shall be as specified in attached Exhibit "A". Scope of Services.****Reference #'s correlate with sections in Exhibit "A".**

Qty	Frequency	Description	Unit Price	Extended
MOTOR POOL SOFTWARE				
1	Each	MOTOR POOL SOFTWARE (MPS) perpetual licenses for 50 vehicles	\$20,175	\$20,175
1	Each	Initial Setup for (50) vehicles includes: Up to (50) vehicles loaded into database; Adaptation of system	\$1,500	\$1,500
1	Each	Internet-based Administrator Training	\$2,500	\$2,500
1	Each	Annual Application Hosting for 1 to 50 vehicles: Remote hosting of all software and data; Data backup & retrieval; Backup power	\$2,400	\$2,400
1	Each	MPS Annual Standard Technical Support – Year 1	\$0	\$0
1	Each	MPS Annual Software Maintenance – Year 1	\$0	\$0
10	Hours	Professional Services for MPS implementation (not covered by other MPS items above)	\$165	\$1,650
SUBTOTAL				\$28,225
KEY CONTROL DEVICE (KCD)				
1	Each	Key Control Device (50 key min. up to 60)	\$13,074	\$13,074
1	Each	Key Control Device Maintenance & Tech Support – Year 1	\$0	\$0
1	Each	17" All-in-One Touch Terminal Kiosk	\$3,428	\$3,428
1	Each	17" All-in-One Touch Terminal Maintenance & Tech Support – Year 1	\$0	\$0
36	Hourly	Professional Services for Key Control Device and Kiosk Implementation	\$165	\$5,940
SUBTOTAL				\$22,442
TOTAL				\$50,667
OPTIONAL WIRELESS DEVICES				
1	Each	Wireless device capable of communication with the key control system	\$283	\$283
1	Each	Wireless device Communications, Maintenance & Tech Support – Year 1	\$0	\$0
1	Each	Wireless access point	\$2,009	\$2,009
1	Each	Key Ring	\$4	\$4
0.25	Hourly	Professional Services for Wireless Device Implementation (per device)	\$165	\$41

YEAR 2 and YEAR 3 (PER YEAR) TOTAL COSTS				
Qty	Frequency	Description	Unit Price	Extended
MOTOR POOL SOFTWARE				
0	Each	MOTOR POOL SOFTWARE (MPS) perpetual licenses for 50 vehicles	\$0	\$0
0	Each	Initial Setup for (50) vehicles includes: Upto (50) vehicles loaded into database; Adaptation of system parameters	\$0	\$0
0	Each	Internet-based Administrator Training	\$0	\$0
1	Annually	Annual Application Hosting for 1 to 50 vehicles: Remote hosting of all software and data; Data backup & retrieval; Backup power – Year 2 and 3	\$2,400	\$2,400
1	Annually	MPS Annual Standard Technical Support – Year 2 and 3	\$2,017	\$2,017
1	Annually	MPS Annual Software Maintenance – Year 2 and 3	\$3,026	\$3,026
SUBTOTAL				\$7,443
KEY CONTROL DEVICE (KCD)				
0	Each	Key Control Device (50 key min. up to 60)	\$0	\$0
1	Each	Key Control Device Maintenance & Tech Support – Year 2 and 3	\$1,771	\$1,771
0	Each	17" All-in-One Touch Terminal Kiosk	\$0	\$0
1	Each	17" All-in-One Touch Terminal Maintenance & Tech Support – Year 2 and 3	\$5032	\$503
	Hourly	Professional Services for Key Control Device and Kiosk Implementation	\$0	\$0
SUBTOTAL				\$2,274
TOTAL				\$9,717
OPTIONAL WIRELESS DEVICES				
0	Each	Wireless device capable of communication with the key control system	\$0	\$0
1	Annually	Wireless device Communications, Maintenance & Tech Support – Year 2 and 3	\$41	\$41
0	Each	Wireless access point	\$0	\$0
1	Each	Key Ring	\$0	\$0
	Hourly	Professional Services for Wireless Device Implementation (per device)	\$0	\$0

RENEWAL: (see Special Condition 33).

THE PRICES WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

NOTE: Prices must be stated specifically in dollars and cents, NOT a percentage increase.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: Agile Access Control, Inc.

FEIN: 77-0553957

Address: 14101 Willard Rd; Suite A

City, State, Zip Chantilly, VA 20151

Authorized Signature:  Date: Nov 6, 2015

Printed / Typed: Edwin E. Smith Title: President

ATTACHMENT 2 - Cost Proposal (backup data)

The following materials are provided to provide full transparency and to fully communicate how pricing was derived for this effort.

YEAR 1 TOTAL COSTS				
Qty	Frequency	Description	Unit Price	Extended
		MOTOR POOL SOFTWARE		
1	Each	MOTOR POOL SOFTWARE (MPS) perpetual licenses for 50 vehicles	\$20,175	\$20,175
1	Each	Initial Setup for (50) vehicles includes: Up to (50) vehicles loaded into database; Adaptation of system parameters	\$1,500	\$1,500
1	Each	Internet-based Administrator Training	\$2,500	\$2,500
1	Each	Annual Application Hosting for 1 to 50 vehicles: Remote hosting of all software and data; Data backup & retrieval; Backup power	\$2,400	\$2,400
1	Each	MPS Annual Standard Technical Support – Year 1	\$0	\$0
1	Each	MPS Annual Software Maintenance – Year 1	\$0	\$0
10	Hours	Professional Services for MPS implementation (not covered by other MPS items above)	\$165	\$1,650
			SUBTOTAL	\$28,225
		KEY CONTROL DEVICE (KCD)		
1	Each	Key Control Device (50 key min. up to 60)	\$13,074	\$13,074
1	Each	Key Control Device Maintenance & Tech Support – Year 1	\$0	\$0
1	Each	17" All-in-One Touch Terminal Kiosk	\$3,428	\$3,428
1	Each	17" All-in-One Touch Terminal Maintenance & Tech Support – Year 1	\$0	\$0
36	Hourly	Professional Services for Key Control Device and Kiosk Implementation	\$165	\$5,940
			SUBTOTAL	\$22,442
			TOTAL	\$50,667
		OPTIONAL WIRELESS DEVICES		
1	1 Each	Wireless device capable of communication with the key control system	\$283	\$283
1	1 Each	Wireless device Communications, Maintenance & Tech Support – Year 1	\$0	\$0
1	1 Each	Wireless access point	\$2,009	\$2,009
1	1 Each	Key Ring	\$4	\$4
0.25	Hourly	Professional Services for Wireless Device Implementation (per device)	\$165	\$41

YEAR 1

MOTOR POOL ITEM DETAIL

Qty		MOTOR POOL SOFTWARE (MPS) perpetual licenses for 50 vehicles	Unit	Extended
50		Motor Pool Perpetual License	\$263	\$13,125
50		Maintenance Perpetual License	\$45	\$2,250
1		Key Control Perpetual License	\$4,800	\$4,800
		SUBTOTAL		\$20,175

Qty		Initial Setup for (50) vehicles includes: Up to (50) vehicles loaded into database; Adaptation of system parameters	Unit	Extended
1		Setup (Motor Pool)	\$850	\$850
1		Setup (Maintenance)	\$650	\$650
		SUBTOTAL	\$1,500	\$1,500

Qty		Internet-based Administrator Training	Unit	Extended
1		Motor Pool Training	\$1,250	\$1,250
1		Maintenance Training	\$1,250	\$1,250
		SUBTOTAL	\$2,500	\$2,500

Qty		Annual Application Hosting for 1 to 50 vehicles: Remote hosting of all software and data; Data backup & retrieval; Backup power	Unit	Extended
1		Annual cost	\$2,400	\$2,400
		SUBTOTAL	\$2,400	\$2,400

Qty		MPS Annual Standard Technical Support – Year 1	Unit	Extended
0		MPS Software	\$2,018	\$0
		SUBTOTAL	\$2,018	\$0

Qty		MPS Annual Software Maintenance – Year 1	Unit	Extended
0		MPS Software	\$3,026	\$0
		SUBTOTAL	\$3,026	\$0

Qty		Professional Services for MPS implementation (not covered by other MPS items above)		
4		Program Management	\$165	\$660
6		FDOT Metrics / Coordination w/ pilot team	\$165	\$990
10		SUBTOTAL	\$330	\$1,650

YEAR 1

KEY CONTROL ITEM DETAIL

Qty		Key Control Device (50 key min. up to 60)	Unit	Extended
1		64-key standard key box	\$11,804	\$11,804
1		Shipping	\$205	\$205
1		Travel Expenses (no markup)	\$1,065	\$1,065
				\$13,074

Qty		Key Control Device Maintenance & Tech Support – Year 1	Unit	Extended
0		Year 1 Maintenance & Tech Support	\$3,269	\$0
				\$0

Qty		17" All-in-One Touch Terminal Kiosk	Unit	Extended
1		Kiosk	\$3,103	\$3,103
1		Shipping	\$75	\$75
1		Adjustable Mount	\$50	\$50
1		Kioware	\$200	\$200
				\$3,428

Qty		17" All-in-One Touch Terminal Maintenance & Tech Support – Year 1	Unit	Extended
0		Year 1 Maintenance & Tech Support	\$514	\$0
				\$0

Qty		Professional Services for Key Control Device and Kiosk Implementation	Unit	Extended
24		Prof Services	\$165	\$3,960
12		On-site installation support	\$165	\$1,980
36				\$5,940

YEAR 1

OPTIONAL WIRELESS DEVICES DETAIL

Qty		Wireless device capable of communication with the key control system	Unit	Extended
1		UDC	\$273	\$273
1		Shipping	\$10	\$10
				\$283

Qty		Wireless device Communications, Maintenance & Tech Support – Year 1	Unit	Extended
0		Maintenance and Technical Support	\$41	\$0
				\$0

Qty		Wireless access point	Unit	Extended
1		Outdoor	\$1,659	\$1,659
1		Antenna	\$150	\$150
1		Antenna mounting hardware	\$50	\$50
1		Cables, misc	\$100	\$100
1		Shipping	\$50	\$50
				\$2,009

Qty		Key Ring	Unit	Extended
1		Key Ring	\$4	\$4
				\$4

Qty		Professional Services for Wireless Device Implementation (per device)	Unit	Extended
0.25		Installation Support & Prog Mgt per device	\$165	\$41
0.25				\$41

YEAR 2 and YEAR 3 (PER YEAR) TOTAL COSTS				
Qty	Frequency	Description	Unit Price	Extended
		MOTOR POOL SOFTWARE		
0	Each	MOTOR POOL SOFTWARE (MPS) perpetual licenses for 50 vehicles	\$0	\$0
0	Each	Initial Setup for (50) vehicles includes: Up to (50) vehicles loaded into database; Adaptation of system parameters	\$0	\$0
0	Each	Internet-based Administrator Training	\$0	\$0
1	Each	Annual Application Hosting for 1 to 50 vehicles: Remote hosting of all software and data; Data backup & retrieval; Backup power	\$2,400	\$2,400
1	Each	MPS Annual Standard Technical Support – Year 2 and 3	\$2,017	\$2,017
1	Each	MPS Annual Software Maintenance – Year 2 and 3	\$3,026	\$3,026
	Hours	Professional Services for MPS implementation (not covered by other MPS items above)	\$0	\$0
SUBTOTAL				\$7,443
		KEY CONTROL DEVICE (KCD)		
0	Each	Key Control Device (50 key min. up to 60)		\$0
1	Each	Key Control Device Maintenance & Tech Support – Year 2 and 3		\$1,771
0	Each	17" All-in-One Touch Terminal Kiosk		\$0
1	Each	17" All-in-One Touch Terminal Maintenance & Tech Support – Year 2 and 3		\$503
	Hourly	Professional Services for Key Control Device and Kiosk Implementation		\$0
SUBTOTAL				\$2,274
TOTAL				\$9,717
		OPTIONAL WIRELESS DEVICES		
0	Each	Wireless device capable of communication with the key control system		\$0
1	Annually	Wireless device Communications, Maintenance & Tech Support – Year 2 and 3		\$41
0	Each	Wireless access point		\$0
0	Each	Key Ring		\$0
	Hourly	Professional Services for Wireless Device Implementation (per device)		\$0
				\$41

YEAR 2, 3

MOTOR POOL ITEM DETAIL

Qty		MOTOR POOL SOFTWARE (MPS) perpetual licenses for 50 vehicles	Unit	Extended
0		Motor Pool Perpetual License	\$263	\$0
0		Maintenance Perpetual License	\$45	\$0
0		Key Control Perpetual License	\$4,800	\$0
				\$0
		SUBTOTAL	\$5,108	\$0

Qty		Initial Setup for (50) vehicles includes: Up to (50) vehicles loaded into database; Adaptation of system parameters	Unit	Extended
0		Setup (Motor Pool)	\$850	\$0
0		Setup (Maintenance)	\$650	\$0
				\$0
		SUBTOTAL	\$1,500	\$0

Qty		Internet-based Administrator Training	Unit	Extended
0		Motor Pool Training	\$1,250	\$0
0		Maintenance Training	\$1,250	\$0
				\$0
		SUBTOTAL	\$2,500	\$0

Qty		Annual Application Hosting for 1 to 50 vehicles: Remote hosting of all software and data; Data backup & retrieval; Backup power	Unit	Extended
1		Annual Application Hosting	\$2,400	\$2,400
				\$0
		SUBTOTAL	\$2,400	\$2,400

Qty		MPS Annual Standard Technical Support – Year 1	Unit	Extended
1		Annual Standard Technical Support	\$2,017	\$2,017
				\$0
		SUBTOTAL	\$2,017	\$2,017

Qty		MPS Annual Software Maintenance – Year 1	Unit	Extended
1		Annual Software Maintenance	\$3,026	\$3,026
				\$0
		SUBTOTAL	\$3,026	\$3,026

Qty		Professional Services for MPS implementation (not covered by other MPS items above)		
0		Program Management	\$165	\$0
0		Report similar to what we did for FDOT	\$165	\$0
				\$0
		SUBTOTAL		\$0

YEAR 2, 3

KEY CONTROL ITEM DETAIL

Qty		Key Control Device (50 key min. up to 60)	Unit	Extended
0		64-key standard key box	\$11,804	\$0
0		Shipping	\$205	\$0
				\$0
				\$0

Qty		Key Control Device Maintenance & Tech Support – Year 2 and Year 3 (price per year)	Unit	Extended
1		Key control hardware maintenance and tech support	\$1,771	\$1,771
				\$0
				\$1,771

Qty		17" All-in-One Touch Terminal Kiosk	Unit	Extended
0		Kiosk	\$3,103	\$0
0		Shipping	\$75	\$0
0		Adjustable Mount	\$50	\$0
0		Kioware	\$200	\$0
				\$0
				\$0

Qty		17" All-in-One Touch Terminal Maintenance & Tech Support – Year 1	Unit	Extended
1		HW Maintenance and Technical Support	\$503	\$503
				\$0
				\$503

Qty		Professional Services for Key Control Device and Kiosk Implementation	Unit	Extended
0		Prof Services	\$165	\$0
				\$0
				\$0

YEAR 2, 3

OPTIONAL WIRELESS DEVICE ITEM DETAIL

Qty		Wireless device capable of communication with the key control system	Unit	Extended
0		UDC	\$273	\$0
0		Shipping	\$10	\$0
				\$0
				\$0

Qty		Wireless device Communications, Maintenance & Tech Support – Year 2 and 3	Unit	Extended
1		Maintenance and Technical Support	\$41	\$41
				\$0
				\$41

Qty		Wireless access point	Unit	Extended
0		Outdoor	\$999	\$0
0		Antenna	\$150	\$0
0		Antenna mounting hardware	\$50	\$0
0		Cables, misc	\$100	\$0
0		Shipping	\$50	\$0
				\$0
				\$0

Qty		Key Ring	Unit	Extended
0		Key Ring	\$4	\$0
				\$0
				\$0

Qty		Professional Services for Wireless Device Implementation (per device)	Unit	Extended
0		Installation Support & Prog Mgt per site	\$165	\$0
				\$0
				\$0

ATTACHMENT 3 - Additional Optional Items

The following additional items may reduce costs and/or increase the benefit of the proposed solution for the Department.



FleetCommander Pricing for Optional (Not Required) Items

Revised 01/19/2016



FleetCommander Pricing

Key Control Systems and Kiosks		
Product ID	Description	Price
FCMPMT	MOTOR POOL SOFTWARE (MPS) perpetual license <u>per vehicle</u> (minimum quantity of 25 vehicles total in FleetCommander)	\$308
FASM	MOTOR POOL SOFTWARE perpetual license annual software maintenance per vehicle	\$46.20
FAST	MOTOR POOL SOFTWARE perpetual license annual technical support per vehicle	\$30.80
K1C1013C008A	8-key Security Asset Manager (SAM)	\$5,016
K1C1616C016A	16-key SAM	\$6,554
K1C1827C024A	24-key SAM	\$7,736
K1C1827C032A	32-key SAM	\$8,729
K1C2828C040A	40-key SAM	\$9,606
K1C2828C048A	48-key SAM	\$10,398
K1C2828C056A	56-key SAM	\$11,127
K1C2828C064A	64-key SAM	\$11,804
K1C2836C072A	72-key SAM	\$12,441
K1C2836C080A	80-key SAM	\$13,043
K1C2836C088A	88-key SAM	\$13,617
K1C2836C096A	96-key SAM	\$14,183
C1C1818C010A	10-card SAM	\$6,638
C1C1827C020A	20-card SAM	8,525
C1C2828C036A	36-card SAM	\$11,609
C1C2828C054A	54-card SAM	\$14,594
C1C1818C012AC	12-card MS SAM	\$6,638
C1C1827C020AC	20-card MS SAM	\$8,525
C1C2828C035AC	35-card MS SAM	\$11,367
C1C2836C056AC	56-card MS SAM	\$14,802
C1E1818C012AC	12-card MS SAM Daisy-chained	\$5,138
C1E1827C0202AC	20-card MS SAM Daisy-chained	\$6,650
C1E2828C035AC	35-card MS SAM Daisy-chained	\$9,492
C1E2836C056AC	56-card MS SAM Daisy-chained	\$12,927
SAMMTS	Security Asset Manager (SAM) Maintenance and Technical Support	15% per yr
2690020	Secure Asset Manager (key control system) SAM Battery	\$67.32
2690061	Secure Asset Manager (key control system) Door Latch with Shim	\$38.25
2690224B	Secure Asset Manager (key control system) Sliding latch door assembly	\$84.15
2690224C	Secure Asset Manager (key control system) Sliding latch door assembly - 8 Key Only	\$84.15



Key Control Systems and Kiosks		
Product ID	Description	Price
2690319	Secure Asset Manager (key control system) SAM Battery - 8 Key only	\$67.32
2690346	Secure Asset Manager (key control system) Door lock	\$24.48
2690346	Secure Asset Manager (key control system) Panel lock	\$24.48
279	Secure Asset Manager (key control system) 1-inch rigid tamper-proof key ring	\$4.27
279F	Secure Asset Manager (key control system) 1-inch flexible tamper-proof key ring	\$5.62
278	Secure Asset Manager (key control system) 1 5/8-inch rigid tamper-proof key ring	\$4.56
278F	Secure Asset Manager (key control system) 1 5/8-inch flexible tamper-proof key ring	\$5.89
270	Secure Asset Manager (key control system) 2-inch rigid tamper-proof key ring	\$4.97
270F	Secure Asset Manager (key control system) 2-inch flexible tamper-proof key ring	\$6.47
277	Secure Asset Manager (key control system) 3-inch rigid tamper-proof key ring	\$5.46
277F	Secure Asset Manager (key control system) 3-inch flexible tamper-proof key ring	\$7.15
272	Secure Asset Manager (key control system) 4-inch rigid tamper-proof key ring	\$6.00
272F	Secure Asset Manager (key control system) 4-inch flexible tamper-proof key ring	\$7.80
81400006	Secure Asset Manager (key control system) LCD with keypad	\$757.35
PNP-3030	FleetCommander PNP-3030 GPS Unit, plugs into OBD	\$199.95
LMU-27270	FleetCommander LMU-27270 GPS Unit	\$199.95
LMU-27270-OBD	LMU-27270 OBD-II accessory	\$60.00
LMU-27270-JBUS	LMU-27270 JBUS accessory	\$125.00
FCYCable	FleetCommander Y-cable	\$68.00
FCGPS-STD	FleetCommander GPS-only Standard monthly monitoring fee	\$19.95
FCGPS-PRO	FleetCommander GPS-only Professional monthly monitoring fee	\$24.95
FCGPS-DIAG	FleetCommander GPS Diagnostics monthly monitoring fee	\$1.50
FCGPS-UDC	Utilization and Diagnostic Data monthly monitoring fee	\$9.50
STK	Standard touchscreen kiosk	\$3,103
RTK	Ruggedized touchscreen kiosk	\$3,852
ECEKS	Environmentally-controlled enclosure	\$4,066
ECEKSNU	Environmentally-controlled enclosure (no heater/AC)	\$3,966



Other Services		
Product ID	Description	Price
FOAT	FleetCommander On-site Administrator Training	\$2,000/day
FAI	FleetCommander Application Installation per day	\$1,500
FCPM1	Project Management – Level 1	\$195/hr
FCPM2	Project Management – Level 2	\$165/hr
FCLSD	Lead Software Developer	\$195/hr
FCSD	Software Developer	\$165/hr
FCTR	FleetCommander Trainer	\$165/hr
FCAA	Administrative Assistant	\$66/hr
FCPS	Professional Services	\$165/hr
MISC	Miscellaneous	negotiated

ORDERING INSTRUCTIONS

MFMP Contract #: CR7180

Bid Number: RFP-DOT-15/16-9012-GH

Title: SELF-SERVE MOTOR POOL SYSTEM

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): 77-0553957

VENDOR: **Agile Access Control, Inc.**

ADDRESS: 14101 Willard Road. Suite A

CITY, STATE, ZIP: Chantilly, VA 20151

TELEPHONE: (408) 213-9555 Ext. 555

TOLL FREE NO.: _____ FAX NO.: (703) 832-8729

E-MAIL: mwade@agilefleet.com

DELIVERY: DELIVERY WILL BE MADE WITHIN 75 DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Edmund Roeder, Director of National Accounts

ADDRESS: 14101 Willard Road. Suite A

CITY, STATE, ZIP: Chantilly, VA 20151

TELEPHONE: (408) 213-9555 Ext. 503

TOLL FREE NO.: _____ FAX NO.: (703) 832-8729

E-MAIL ADDRESS: eroeder@agilefleet.com

WEB ADDRESS: www.agilefleet.com

Will you accept the State of Florida Purchasing Card (VISA)? Yes X No _____

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NOTE FOR EVALUATORS:

Agile’s proposal is presented in a format that directly corresponds to the requirements in the RFP. To aid the reviewer in evaluating complete compliance with the requirement, Agile’s response is formatted as follows:

1. Tabs are provided to delineate sections 1, 2, 3, 4, Exhibit A and other attachments (certifications).
2. In each section, the RFP requirement is included. The requirement is taken verbatim from the RFP and is shown in an *italicized font*
3. Agile’s description of how the RFP requirement is fulfilled is provided immediately following the solicitation requirement.
4. When possible, graphics, photos or screenshots are provided.

The format of Agile’s response is designed to aid the reviewer in evaluating compliance

Section header

Requirement (from RFP)

3 Proposer’s Technical Plan

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

Our technical approach, facility capabilities, and prior relevant experience are provided in the sections that follow.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

To better help proposal evaluators understand our approach, capabilities, and the method to be used to accomplish the tasks in the Scope of Services, a Technical Solution Overview is first provided. Additional details follow the overview section.

Technical Solution Overview

The picture below depicts the overall architecture of the solution.

Diagram to support the textual response

1 Executive Summary

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than five (5) pages.

Agile Access Control, Inc. ("Agile") proposes to deliver a comprehensive, turnkey self-serve motor pool system for the State of Florida Department of Transportation ("Department"). We have read the RFP in its entirety. We understand the scope of the requirements, and we are confident in our ability to exceed the Department's expectations with respect to technical requirements, time frames, and quality of service. We have fifteen years of experience in delivering this exact type of solution and we have a low-risk implementation plan. In fact, we will use the exact same implementation approach that was used to deliver successful self-serve motor pools to two sites for the Department in Tallahassee in 2014. That system is still in use and has managed more than 7,500 self-service motor pool reservations. Our implementation approach is proven, and it works.



Figure 1. Ed Smith, Agile's president, maintains visibility of project status through all phases of implementation.

We look forward to many successes together and having State of Florida DOT join the FleetCommander community.

1.1 Our Capabilities & Experience

Our company's core focus is comprehensive self-serve motor pool systems. We build and support systems that let you reserve vehicles on-line and then pick up the keys from a self-service kiosk. A crucial aspect of our system is the automatic collection of fleet metrics and utilization data that enables a fleet to be right-sized. Our solution is not a vehicle sharing system that was built as an add-on to a legacy vehicle maintenance system as many vendors have tried to do. Since the launch of the company, we have



Figure 2. Accessing vehicle keys is easy 24 x 7!

focused on developing the most powerful and most configurable web-based self-serve motor pool solution available to the fleet market space. Our product, FleetCommander, is the cornerstone of our offering. FleetCommander is used in government (federal, state, county, city), commercial, utility, non-profit, and educational markets. FleetCommander has been in place at the Department's Burns and Rhyne buildings in Tallahassee for nearly 18 months and is providing great results. Also of interest to reviewers may be our implementation of nearly 20 self-serve motor pools across the state of Michigan for their Department of Transportation, Management, and Budget (DTMB). That project, which has been in place for more than five years, closely mirrors the effort described in the RFP. FleetCommander is used by dozens of other government entities including the state of Colorado, the Commonwealth of Kentucky, Forsyth County and Guilford County in North Carolina, cities such as Boise Idaho and Chandler Arizona, and more. Just recently, we were awarded the competitive contract to supply self-service motor pool systems across the entire state of Louisiana. Reviewers may also recognize some of these FleetCommander customer names: Cornell, Purdue, University of Minnesota, Virginia Tech, Illinois State, and the University of Wyoming. They all use FleetCommander, too.

In the sections that follow, our team describes the components of a successful motor pool system, how we implement systems in a low-risk way, and how our offering is different from other vendors' offerings.

The concept of sharing vehicles is simple, but experience and project execution vary greatly from one solution to the next. Our goal is to make it clear how we stand out from the rest.

So, what exactly is a self-service motor pool system and what is FleetCommander?

A self-service motor pool system is, quite simply, several different technologies combined to make the sharing of vehicles easy. We’ve found that by describing the 3 main components of a successful motor pool system, proposal reviewers are able to clearly understand our offering and they are able to understand the value of our solution relative to others. The 3 parts of a motor pool system are:



Vendors offering self-service motor pools must have many flexible options for each of the three components of a successful solution

A description of the 3 components of a successful motor pool are included in the sections below.

1 – Scheduling and Coordinating Use

Using a motor pool vehicle can’t just be a free-for-all. Where there is chaos related to vehicle sharing, most certainly drivers will not always get a vehicle, and more vehicles will be required to fulfill your mission. The key is to reserve vehicles easily and efficiently. Reserving vehicles sets expectations of when vehicles will be picked up and returned so that others can plan to use the vehicles. Fleet staff readily adopt self-service motor pools when it is flexible enough to meet the needs of their organization. Drivers quickly adopt the concept of self-service motor pools when the reservation process and the method for picking up and returning keys is quick and easy. FleetCommander is highly configurable (adding flexibility). It’s quick and easy to use. In fact, several different methods can be used to make a reservation. Each method takes less than 30 seconds. Options for reserving a vehicle include:

On-line Reservation (drivers or admins)



Self-service Kiosk (drivers)

Manage Fleet Tool (admins)

There are several ways to reserve a vehicle in FleetCommander. The most common is the online reservation form. The kiosk experience is similar to what you experience when you get a boarding pass at an airport. Other options are available to fleet administrators.

The reservation form is the most common method of reserving a vehicle. The reservation form is available on-line to drivers and administrators alike using a web browser.

Request Information

Requestor Information
User ID / name: **jadams / Mr. John Adams**
E-mail address: **jadams@stateuniv.edu**
Driver's user ID: **jadams** (Mr. John Adams) [change](#)

Schedule Information
Pick-up date / time: 06/14/2008 8:00 AM
Return date / time: 06/14/2008 5:00 PM

Selection Information
Usage Type: **Daily Rental**
Site: **Germantown Campus**
Location: 240 3rd St.
Type: 15-Pass Van
Options: GPS Trailer Hitch Roof rack
[Clear Options](#)
Number of occupants: 13 (driver and passengers)

Additional Information
Department: Foreign Affairs
Account: UC-093991
Work code: 7071-11
Project code: N/A
Destination: Field Trip to VA State House
Comments (for example, the description of any special vehicle requirements):
Would like to have the 2006 Dodge Durango SUV to take the students in.

press Shift+Enter to begin a new line

[Next \(Continue Request\)](#) [Cancel Request](#)

Make a reservation by clicking on the “Make Reservation” link in FleetCommander. A form will appear in order to capture the information about the vehicle request. Nearly all fields on this form can be configured in some capacity, so your implementation of FleetCommander may look different from the example. You can even have a different form appear for different types of users.

Other methods of making reservations are available at the fleet kiosk (by drivers) or on the administrative side of the FleetCommander web application.

All of FleetCommander’s methods of reserving a vehicle use the same policy enforcement, data validation rules, and most importantly – result in data that all rolls in to comprehensive reports. No other system available has the capability that

FleetCommander has with respect to assigning the correct vehicle to a reservation, approving the reservation, and subsequently communicating with fleet drivers to confirm they have a reservation. You determine how involved fleet staff is with assigning or approving vehicles. If you wish, the system can do all of this automatically.

2 Dispatching (Hand out keys and collect them)

You have a confirmed reservation. Now what? Drivers need to get access to the vehicle’s keys to start the trip. At the end of a trip, keys need to be returned, the reservation needs to be completed and certain data may need to be collected. FleetCommander’s most common dispatching methods to achieve these steps are reflected below:



Staffed Dispatching

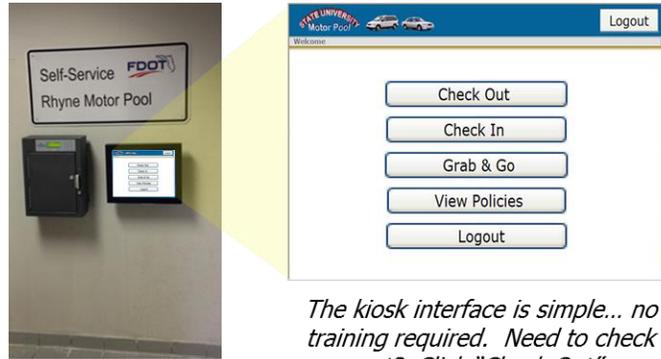


Self-Service Kiosk Dispatching



Secure, Self-Service Key Box Dispatching

Any combination of FleetCommander’s dispatching methods can be used to satisfy the dispatching needs for the different segments of your fleet. The method of dispatching that was used successfully by Florida DOT to dispatch thousands of reservations since the two sites were implemented (in April of 2014) is completely self-service. Florida DOT uses a full-color, touch-screen kiosk and a secure, automated Key Control Device (KCD).



The kiosk interface is simple... no training required. Need to check out? Click "Check Out".

The key box (on left) securely holds the keys. The kiosk is accessed by drivers in much the same way that a kiosk is used to get a boarding pass at an airport

Drivers can pick up or drop off keys at any time of the day by interacting with the full-color, touch-screen kiosk. Once authorized by the system, access is only given to the specific key you are eligible for. Drivers receive valuable information about the vehicle and fleet policies via the kiosk interface. Additionally, information can be collected from drivers using the touch-screen or an optional keyboard.

3 Reporting and Billing

Metrics are captured automatically when you check out and check back in. Your drivers or fleet staff won’t need to perform redundant data entry anywhere. The result is FleetCommander has the data you need to understand utilization and to automate billing and other reporting processes. Understanding utilization is key to right-sizing your fleet! It’s easy to understand using FleetCommander’s reports and dashboards.



Motor Pool Utilization Report

State University
101 Campus Dr.
Chambersburg, PA 19012

For the period from 1/1/2006 to 1/14/2006

Day of Month	1	2	3	4
	S	M	T	W
Active Vehicles	40	40	40	
Vehicles In Maintenance	5	5	4	
Vehicles Available	35	35	36	
Vehicles In Use	5	4	24	
Total Trips	6	4	26	
Idle Vehicles	30	31	12	
Requests Turned Down	6	3	1	
% of Vehicles Used	14	11	67	
Total Hours Available	840	840	864	864
Hours Used	100	96	204	24
% Hours Used	12	11	24	

The fleet dashboard automatically updates to reveal the status of your fleet and provides links to click for any items on the fleet staff’s to-do list. Reports give you even greater visibility so you can right-size effectively.

1.2 Approach

All activities required to deliver the products and services as part of this effort are coordinated through a dedicated FleetCommander implementation manager assigned at the onset of the project. The implementation manager will:

1. Create your FleetCommander web site or incorporate your needs into an existing Department site.
2. Hold a kick-off meeting to introduce themselves and to further understand your schedules and any technical items.
3. Configure the software system in a way that matches your way of doing business and maximizes your return on investment.
4. Order, configure, and ship all hardware.
5. Help you install motor pool kiosks and key control devices (KCD).
6. Import your data (e.g. vehicles and users) and perform any unique integration efforts.
7. Train and assist with communicating the process of going live.
8. Go-live.

"We are definitely excited to be a part of FleetCommander & see the benefits every day. Your staff has been so patient & helpful to us as we've made the transition...kudos especially to Phelps and Matt for answering so many questions and getting us set-up. Keep up the good work..."
- Cedarville University

We have done implementations such as these scores of times in a wide variety of settings. We are confident in our solution. More details of the implementation process, including all required facility changes and schedules, are found in Section 3.

2 Proposer’s Management Plan

The Proposer shall provide a management plan which describes administration, management and key personnel.

Agile’s proven administrative, management, and technical staff and processes will be used throughout the project to ensure on-time delivery of a solution that meets, or exceeds, the expectations set forth in the RFP. We are fortunate to have continuity at all of our key management positions – in fact, all of the original managers that the company has ever hired are still here and will support this project. The experience of our staff, and the suite of management tools we use to monitor and track our projects, have been used to successfully deliver more than 125 automated motor pools. It works.

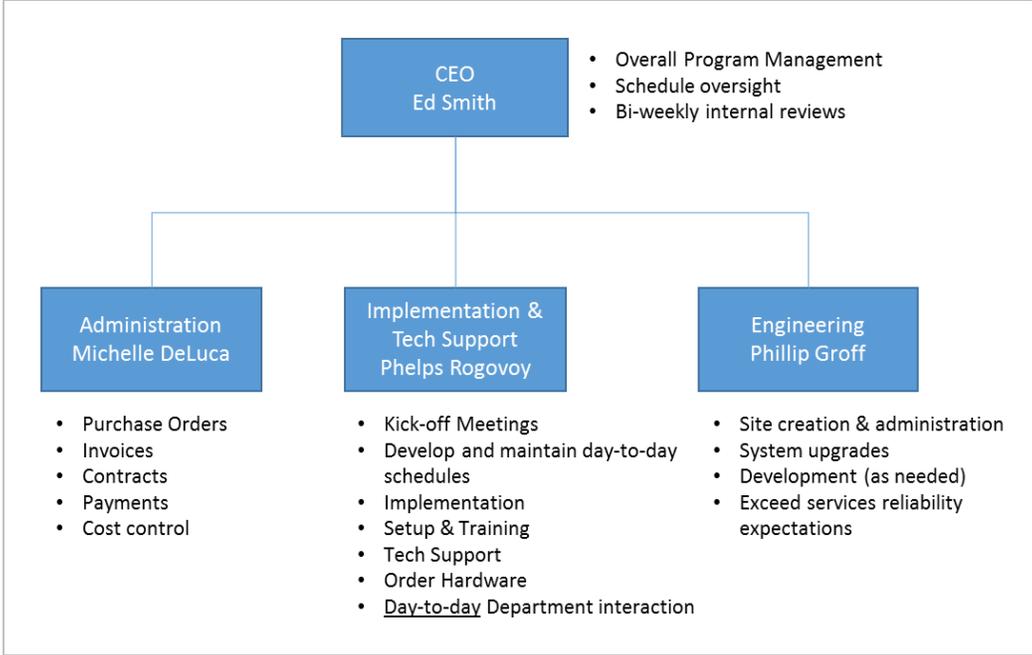
“Volusia County [Florida] does not consider Agile a vendor; they are a partner. The product and customer service are awesome.”

Details regarding the administration, management, and key personnel assigned to this project are described in the sections below.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

Agile takes great pride in the long-standing relationships we have formed with our customers and the effectiveness with which we deliver a solution. The core team responsible for delivering a solution similar to what the Department requires is reflected in the organizational structure below.



This organizational structure has proven to be effective time and time again.

Project Roles

Agile's CEO, Ed Smith, will maintain oversight of the project throughout its entire life cycle. He is the focal point with the Department throughout the entire proposal process and will maintain responsibility for overall program management. Mr. Smith manages the internal teams responsible for administration, implementation, technical support, and engineering. Although day-to-day activities will transition to our dedicated implementation manager, Phelps Rogovoy, upon contract award, Mr. Smith will continue to fulfill the Program Management role. Bi-weekly internal reviews are held every-other Thursday to review program status against established schedules and costs. Mr. Smith co-founded the company in 2000 and has overseen more than 100 automated motor pool solution implementations.

Michelle DeLuca, Agile's operations manager, will oversee all administrative tasks related to contracts, purchase orders, invoices, and payments. At the project kick-off, we will determine whether the Department desires to work directly with Ms. DeLuca, or through Ed Smith, the CEO and the program manager for this task.

Phelps Rogovoy will be involved with most day-to-day activities related to the project. Phelps is the implementation manager. He and his team are well-versed in the technical details related to planning, implementing, and supporting systems such as the system desired by the Department. Mr. Rogovoy will plan for and conduct the initial project kick-off meeting and will manage any interaction required with our engineering team.

Project Tools

The Agile team has a variety of tools to help ensure an on-time and on-cost delivery of solutions for the Department. These include:

Kick-Off Meeting – We have found the kick-off meeting is a very effective way to start a productive relationship and to get Agile's team in synchronization with your organization's staff, your fleet, your detailed needs, and any project constraints that may exist. The kick-off meeting is generally held within 10 days of the contract award. Agile will send out the presentation materials in PowerPoint format in advance of the meeting for review. The kick-off materials go over project details such as 1) lines of communications, 2) technical details, 3) schedules, and more.

SOS Project Tracking Tool – Agile uses an internal, on-line tool to track any internal technical activities required for a successful project. The tool, named SOS, details tasks to be completed and includes time estimates, a task leader, and more. Each time an update is made to an SOS task, all internal staff associated with the project get emailed an update. Additionally, task status can be viewed on-line at any time.

ZenDesk Help Desk Software – Agile uses ZenDesk, a leading help desk software package. ZenDesk is used to keep track of any outstanding items that remain to be addressed. The system keeps a history of every work ticket created. All Agile managers have access to ZenDesk.

Microsoft Project – Draft project schedules are presented at the project kick-off meeting. Schedules are updated based upon input provided at the kick-off meeting and throughout the project as required. Should it be desired, Agile can generate full MS Project Schedules to provide additional detail on project tasking and dependencies. This is typically done on larger projects with "one off" specialized requirements. We envision this project to follow a very standard approach and therefore MS Project Schedules may not be required.

Data Import Templates & Other Go-Live Documents – A range of other tools such as Excel spreadsheet templates for importing vehicle and driver data are available as needed. The implementation manager will review these at the kick-off meeting.

A Single Focal Point for Communications – We have a dedicated toll-free number and a single Email address to contact us for support. Phone calls are automatically routed to the “best” respondent 24 x 7. Emails are routed to the entire support team.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

Key personnel are reflected in the organization chart reflected in the prior section as well as in the table below. Resumes are provided following this table.

Table. Key Personnel

Name	Yrs of Work Experience	Yrs of Motor Pool Support Experience	% of Time Devoted Exclusively for this Project	Functions and Responsibilities	Comments
Ed Smith	30	15	<ul style="list-style-type: none"> • As needed • <i>See Note 1 below this table</i> 	<ul style="list-style-type: none"> • Overall Program Manager • Schedule oversight • Bi-weekly internal reviews 	Company founder
Phelps Rogovoy	18	6	<ul style="list-style-type: none"> • As needed • <i>See Note 1 below this table</i> 	<ul style="list-style-type: none"> • Lead kick-off meeting • Day-to-day interface with the Department • Implementation – including directing his team members • Setup & training • Technical support – including oversight of his tech support team • Specifying and ordering hardware 	Implementation Manager
Phillip Groff	19	13	<ul style="list-style-type: none"> • As needed • <i>See Note 1 below this table</i> 	<ul style="list-style-type: none"> • FleetCommander site creation and administration • System upgrades • Custom development • Monitor hosting resources and maintain service level agreements 	Lead Engineer
Matthew Wade	30	14	<ul style="list-style-type: none"> • As needed • <i>See Note 1 below this table</i> 	<ul style="list-style-type: none"> • As needed for fleet expertise and implementation guidance 	Company VP
Michelle DeLuca	28	4	<ul style="list-style-type: none"> • As needed • <i>See Note 1 below this table</i> 	<ul style="list-style-type: none"> • Administration 	Operations Manager

3 Proposer's Technical Plan

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

Our technical approach, facility capabilities, and prior relevant experience are provided in the sections that follow.

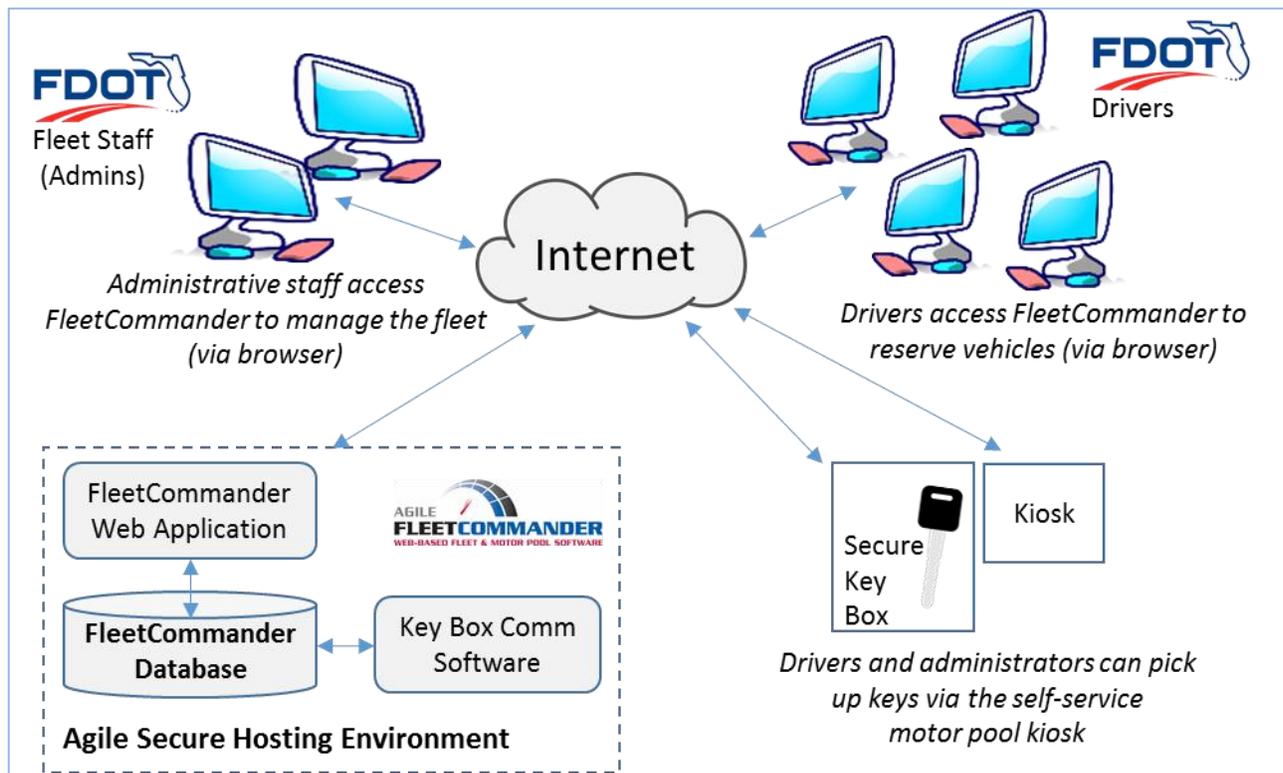
a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

To better help proposal evaluators understand our approach, capabilities, and the method to be used to accomplish the tasks in the Scope of Services, a Technical Solution Overview is first provided. Additional details follow the overview section.

Technical Solution Overview

The picture below depicts the overall architecture of the solution.



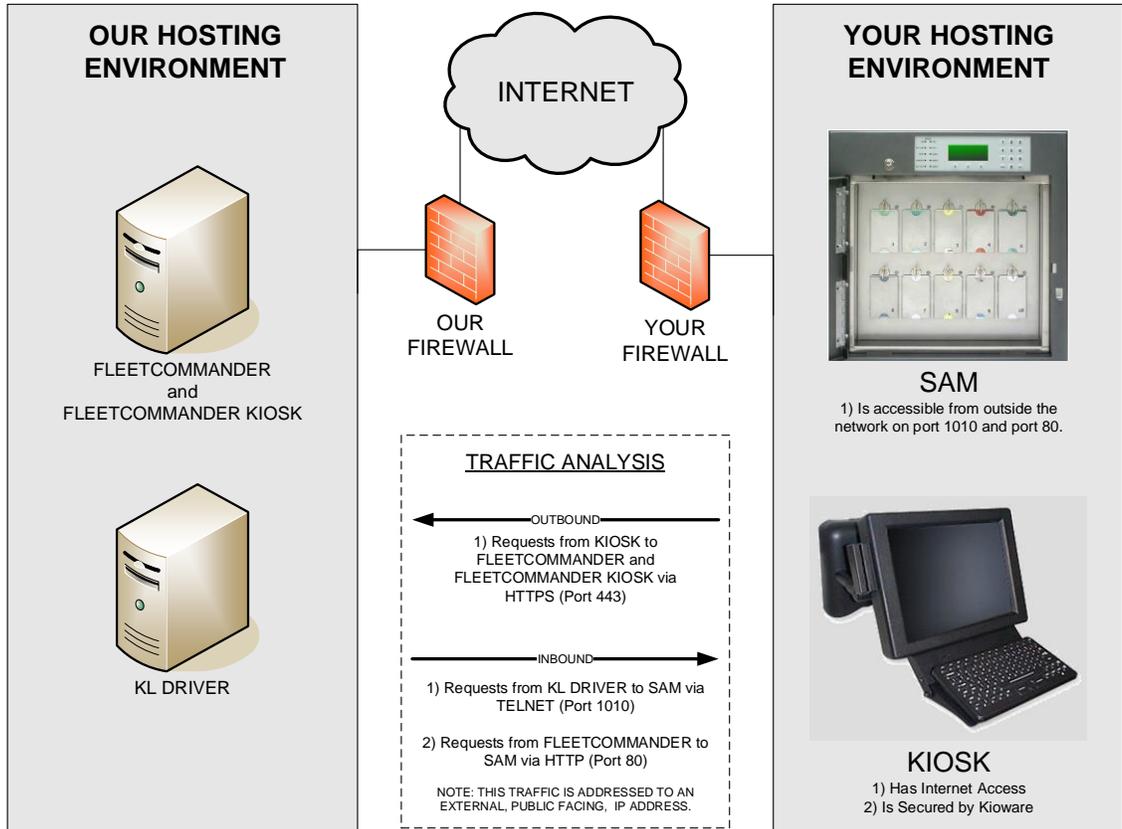
FleetCommander is hosted in Agile's secure hosting environment. The application is accessed via a browser by fleet administrative staff to manage the fleet. It is accessed via browser by drivers to request vehicles.

To simplify the description of the technical solution, it is described in two broad areas (Software and Hardware):

1. Software (including software, database, etc.) – ALL HOSTED AND MAINTAINED BY AGILE

The primary software-related components consist of:

- **The FleetCommander Web Applications** – The application is installed and managed by Agile’s system administration staff. Updates to FleetCommander are performed by Agile’s staff. Department fleet staff and drivers access the web application via a web browser. Note that there are actually two separate FleetCommander web applications. One is accessed for most FleetCommander functions. The second FleetCommander web application is the user interface found on the kiosk.
- **The SQL Server Database** – This is the relational database behind FleetCommander. The database license is included in the purchase price of FleetCommander and the SQL Server database is updated and managed by Agile.
- **The FleetCommander Communications Software** (aka “KL Driver”) – The communications software is used to send and receive messages to/from the secure key box. A diagram of the “Traffic Analysis” to/from our hosting environment to the location of each self-service motor pool kiosk is shown below. This is discussed further in this section as a static IP address is required for each self-service motor pool key control device (KCD, aka Secure Asset Manager, or SAM).



This configuration has been successfully implemented and used at 2 Tallahassee locations

2. Hardware (including key control device and kiosk, etc.)

The hardware consist of two components – a key control device (KCD) and a kiosk. An example, shown with a small key box, is in the diagram below.



A standard self-service motor pool consists of a key control device (on left) and a full-color, touch-screen kiosk (on right)

These are described below.

- **The FleetCommander Key Control Device (KCD)** – The key box securely locks vehicle keys in place. Only after authorized users are granted access at the authorized time is the door to the KCD opened and the designated key is released. All other keys remain locked in place.



64-Key Key Control Device

(Shown without door)

Width: 28" (+28" of door swing to the left)

Height: 28"

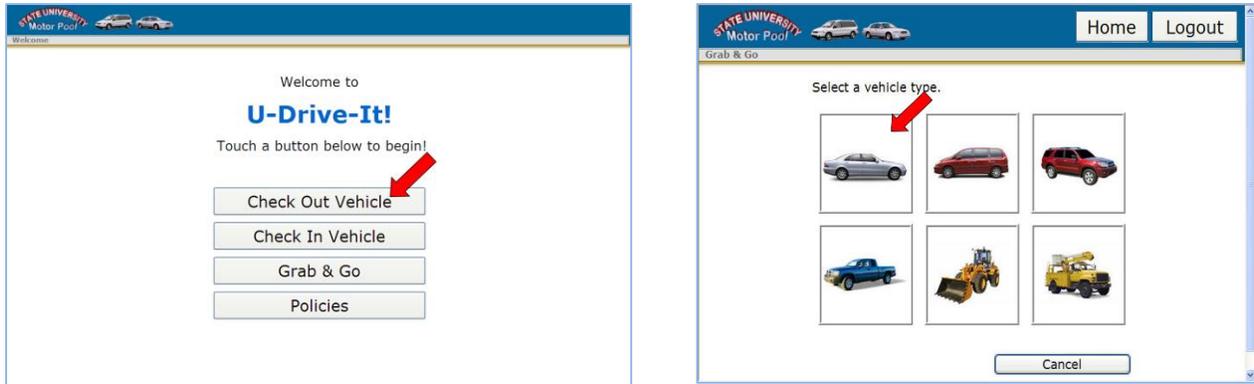
Depth: 6"

Weight: 95 pounds

*Key control devices come in many shapes and sizes.
The proposed key box has a capacity of 64 keys.*

The FleetCommander Kiosk – The FleetCommander kiosk is what drivers and fleet staff interact with when picking up or retrieving keys. The device is a full-color, touch-screen display. The form factor of the kiosk may vary as we upgrade to new technology as it becomes available. A minimum of a 17” screen is used for all FleetCommander implementations.

The beauty of the kiosk is the ease-of-use. Look in the diagram below. Need to check out? Click on the “Check Out” button. Need to grab a car and go? Click on the “Grab & Go” button. Reserving a sedan? Click on the button that includes a picture of sedan. It’s that easy.



The user interface on the kiosk includes large, easy-to-understand buttons. Ease of use is key to user acceptance

As described below, there are options for how the kiosk is mounted to the wall. All mounting should consider Americans with Disability Act (ADA) requirements. Our implementation manager will talk through this at the kick-off meeting.

Installing the Key Control Device and Kiosk

Installing the key boxes and the kiosk is straightforward. In practice, nearly 100% of FleetCommander customers install the hardware components themselves. Florida DOT, for their initial self-service motor pool sites in Tallahassee, chose to install their own devices. The installation was straightforward. The Department installation at the Rhyne building is reflected in the pictures below.



Self-service motor pool at FDOT in Tallahassee, FL



Monitor (tilted right)



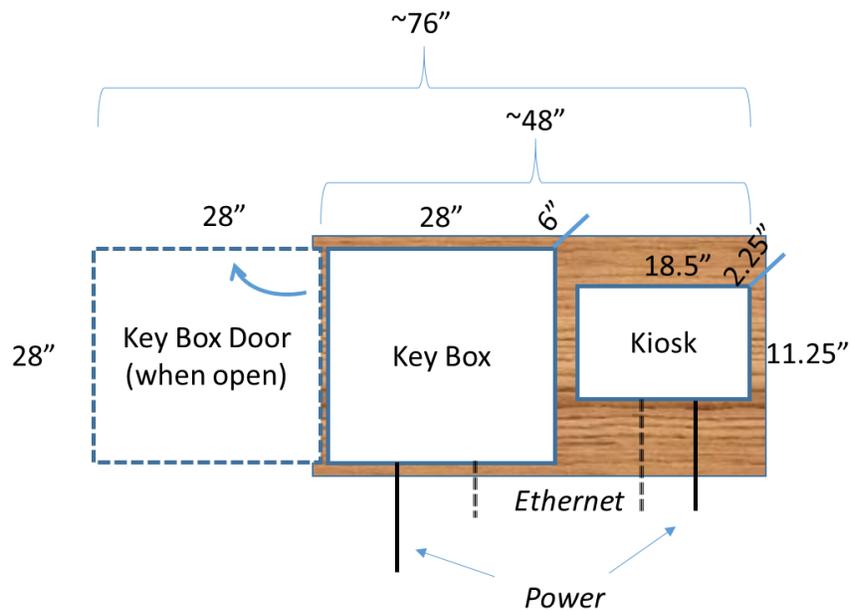
Monitor (tilted down)

FDOT in Tallahassee determined that a tilt-mount on their monitor met the needs of their drivers the best. In fact, it was feedback collected from FleetCommander's on-line survey tool that encouraged FDOT to switch from a fixed mount monitor bracket to a tilting bracket.

Two 120V outlets (one for the key control system and one for the kiosk) and two Ethernet connections (one for the key control system and one for the kiosk) are required.

The KCD can be installed directly on a wall or on a sheet of ½" thick plywood that has been attached to the wall. The power and Ethernet can be run out the back, the top, or the sides of the key control system chassis. A hole will need to be drilled to allow the wire to enter the key control system. If the hole's location is understood at the time of ordering the KCD, Agile will ensure it is drilled before shipping to the Department.

A diagram reflecting placement of the KCD to the left of the kiosk is provided below. Also reflected are the power and network requirements.



Our implementation team will review your installation requirements during the kick-off meeting. A solid mounting surface is key.

Network Requirements

Key Control System

1. One Ethernet drop
2. Static, externally-facing IP address
3. FleetCommander will need to communicate with the key control system over ports 80 and 1010 from IP addresses that will be supplied during the initial implementation meeting

Kiosk

1. One Ethernet drop
2. Does not require a dedicated IP address. You can assign the kiosk IP address or use DHCP.

Power Requirements

Key Control System

1. A dedicated circuit is recommended. If your power does not meet standards, then it may be necessary to condition it.
2. Power line may be terminated within the junction box of the KCD if desired or a standard wall outlet can be used.
3. Power requirements: 120 VAC, 2.5 Amps, 300 Watts, 50–60 Hz.

Kiosk

1. Standard wall outlet w/ 120 VAC

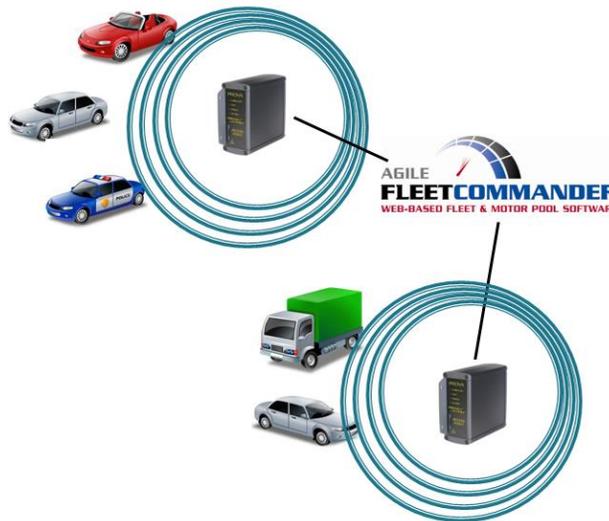
Installing the Optional Wireless Devices

Detailed instructions for installing the wireless devices are found in the “UDC Getting Started Guide.” Below is an overview of the solution and the installation process for our wireless devices – also called Utilization & Diagnostic Chips (UDCs).

The UDC is an easy-to-implement plug and play solution for automatically collecting data and ultimately improving fleet and driver performance. The UDC is easily installed in a vehicle’s OBD-II Data Link Connector port, which is normally found under the driver’s side dashboard. It is a valuable tool for managing the size and composition of an organization’s fleet. Some of the information a vehicle’s UDC automatically collects includes:

1. Trip Start and Stop Times
2. Utilization Data
3. Driver Behavior Data

Vehicle trip data is captured wirelessly via Access Points with antennas that are strategically placed to cover the entire parking area. The Access Points, in turn, send the collected information back to FleetCommander.



The UDC hardware is comprised of the following components:

- 1) Access Point (AP) with Antenna and Mounting Clamps
- 2) SD Card (pre-installed in the Access Point)
- 3) Power Over Ethernet (PoE) Adapter
- 4) Ethernet Cables (not included)
- 5) Utilization and Diagnostics Chips (UDCs)

Each component is described in the sections below.

Access Point (AP) with Antenna and Mounting Clamps

The AP’s must be positioned to cover the parking area where vehicles are located.



Image of an AP with omnidirectional antenna



Image of an AP with directional antenna

Access Point Specifications

- Power Requirements: --12VDC @ 85mA typ (Idle - RF Amp Disabled) VDC @ 285mA typ (Active - RF Amp Enabled)
- Wireless: 802.15.4 Compliant : 2.4GHz : 250Kb/s raw 1W Transmit Power : x100 Receive Power Gain : 12 Channel
- User Interface: Power/Status, Host, Vehicle, SD Card LEDs -> Red/Yel/Grn, Ethernet Link LED -> Grn, Network LED -> Yel
- Ethernet interface: IEEE 802.3 Compliant : 10Base-T : 10Mb/s Half Duplex Operation : RJ45 Jack Connector
- Environmental: -25C to +70C temp ambient 20% to 90% RH, Non-Condensing
- Firmware Upgrade Support: Flashable program memory via USB or Ethernet
- Enclosure dimensions: Extruded aluminum 1.8"W x 4.4"H x 4.3"D
- Weight: 15.5 oz

Two clamps are provided to mount the top and bottom of the AP to a pole, if desired.

Power Over Ethernet (PoE) Adapter

The AP can be powered by the LAN using PoE technology. If PoE is not available, the PoE adapter plugs into a standard AC outlet to provide the necessary power.



Ethernet Cables

Ethernet cables (not included) will connect the AP and LAN to the network or the PoE adapter if PoE is not available through the network connection.

Utilization and Diagnostics Chips (UDCs)

The UDC plugs in to the vehicle's OBD Data Link Connector port and sends vehicle and trip information to FleetCommander via the AP.



Approximate size: 1" x 1.5" x 2"

Approach

Agile's implementation processes follow a proven methodology. The following is a general description of our implementation approach:

Kick-Off Meeting – At this meeting, we introduce the parties to each other, discuss the high-level plan, and identify any schedule-drivers or constraints that may be levied on the project. Agile will prepare a PowerPoint presentation and will deliver a draft version prior to the meeting. This meeting is held immediately after contract award.

High Level Plan – Input from the Department received during the kick-off meeting will be incorporated in to the project schedules and a high-level plan will be developed and delivered. This document is a good forum for seeking feedback on details of the project that may have changed as a result of input provided at the kick-off meeting. This plan is typically delivered within 3 – 5 days of the kick-off meeting.

Software Implementation – The following activities will occur to launch the software capabilities:

- **Setup** – We generally set up the each instance of FleetCommander in our secure, fault-tolerant hosting environment immediately after contract award. In the case of the Florida Department of Transportation, we've already setup a site at <https://FLDOT.agilefleet.com>. This is the site used in Tallahassee today. As needed, additional sites will be created. It's straightforward to establish additional sites. The need for multiple sites will be discussed during the kick-off meeting.
- **Configuration Sessions** – We will schedule multiple short-duration collaborative sessions to optimize FleetCommander configuration settings to meet your needs. During these sessions, we'll help you brand the application, add customized content, configure the system to communicate and enforce desired fleet policies, and tweak the behavior of the system to capture the nuances of each site (if you elect to setup multiple sites).
- **Data Import** - Agile's data import templates are an easy way for us to collect and massage vehicle, user, and other data prior to importing it in to FleetCommander. We provide the templates, instructions on what is in each data field, and we even talk you through the data import process. The result is an easy transition with clean data.

Hardware Implementation –Key boxes and our touch-screen kiosks are the primary hardware to be used to meet the needs of this effort. Agile will procure all of the hardware needed for the solution and arrange for shipping to the Department. Typical hardware lead times are 3 – 5 weeks.

At the kick-off meeting, we will clarify roles relative to installation. That is, we will identify what role Department facilities staff will fulfill, and what role Agile's team will play. The installation process is very straightforward. In fact, nearly 100% of Agile's customers install their own hardware. For the FleetCommander motor pools in Tallahassee, the Department installed all hardware without assistance from Agile. We have very clear installation procedures to help with the process. It really is as simple as hanging the hardware on the wall and applying power and network connections.

Here's the type of feedback we routinely received about our implementation process:

"I have never been involved in the implementation of a new computer system of any sort that has gone this smoothly... thank you for making this so easy for us. I particularly appreciate how responsive you and Ian have been... Particularly with questions we've had as the staff has started using the system, it's been great to have a response back to questions so promptly. I really feel that being able to get back to staff with solutions quickly helps with acceptance. I have no idea how you guys do it, but I sure appreciate it."

*Janine Melanson; Humboldt County, CA
FleetCommander customer*

Training - User/Administrator training is geared to users of the FleetCommander solution. The FleetCommander screens used by non-fleet staff are very straightforward. Fleet drivers, or those that make motor pool requests on behalf of drivers, can generally begin using the system after receiving an introductory "Welcome Email." The welcome email has helpful text that you customize to meet your needs. No further instruction is typically required for end-users.

Separate administrator training sessions for each of the FleetCommander modules will be provided. It is estimated that the training schedule will consist of four 4-hour sessions. This training will be provided via our on-line collaboration tools. Our implementation teams find that two consecutive days of training is not effective due to the volume of training materials for administrators. Therefore, we are flexible with respect to the breaking up of administrator training sessions in to smaller blocks of time spread out across multiple days. As part of this training effort, Agile's implementation manager will assist you in further optimizing the configuration of FleetCommander to suit your business processes.

Timeline

High-level schedules are provided below. Detailed project schedules will be proposed prior to the initial kick-off meeting. Feedback received from the Department during the kick-off will be incorporated in to revised schedules. The following represents a fairly typical schedule for implementation of the proposed solution.

Table. Project Timeline.

#	Task/Activity	Dependency	Completion	Cumulative Days After Contract Award
1	Project Start	<ul style="list-style-type: none"> Contract Award 	N/A	0
2	Setup the FleetCommander software in Agile’s secure hosting environment	<ul style="list-style-type: none"> None 	Within 10 days of contract award	10
3	Kick-Off Meeting	<ul style="list-style-type: none"> Availability of FDOT staff 	With 10 days of contract award	10
4	Updated project schedules and approach	<ul style="list-style-type: none"> Completion of kick-off meeting. 	Within 5 days of the kick-off meeting	15
5	Configuration Training	<ul style="list-style-type: none"> Availability of fleet staff 	Within 10 days of acceptance of schedules and approach	25
6	Data Import	<ul style="list-style-type: none"> Receipt of data to import 	Within 5 days of receipt of data	30
7	Receipt of Hardware	<ul style="list-style-type: none"> Spec hardware and order 	Within 35 days of acceptance of kick-off meeting schedule updates and specifications	50
8	Installation of Hardware	<ul style="list-style-type: none"> Receipt of hardware 	Within 5 days of receipt of hardware	55
9	Complete Training	<ul style="list-style-type: none"> Availability of staff 	Within 10 days of data import (but may be extended at the request of the Department)	60
10	Go-live	<ul style="list-style-type: none"> Communicate to affected users 	Estimated at 60 – 65 days after contract award.	65

Capabilities

Agile has the staff, the products, and the services desired by the Department (as described in the RFP Exhibit A) for a turn-key, self-service motor pool system. In fact, our system has been used by Florida Department of Transportation in Tallahassee, Florida to successfully make more than 7,500 vehicle reservations with automatic check-out and check-in via the self-service key control device. It works. We have the capabilities. Of the requirements identified in Exhibit A, we meet 99.4% (158 out of 159) exactly as requested in the RFP. Item 7.1 (f) was the only requirement which we do meet, but perhaps not in the manner intended by the requirement. An enhancement to that capability is slated for a future release of FleetCommander and will be added at no charge to the Department.

NOTE: The Complete Exhibit A is included on a separate tab of our proposal.

Table. Exhibit A Scope of Service Summary

RFP Ref	Exhibit A Topic	Agile Response	Comments
1.0	Scope	Yes - Understand and Acknowledge	RFP was very well-written. We understand scope and are experienced in delivering the exact type of products and services desired.
2.0	General	Yes - Understand and Acknowledge	We understand and acknowledge.
3.0	Driver Info	Yes - Comply	We exceed the requested capabilities.
4.0	Fleet Info	Yes – Comply	We exceed the requested capabilities.
5.0	Reservations	Yes – Comply	We exceed the requested capabilities.
6.0	Fuel	Yes – Comply	We exceed the requested capabilities.
7.0	Maintenance	Yes – Comply*	*We believe we meet all of the requirements. One of the sub-requirements is met using a capability other than that found in the maintenance module. Enhancements are planned to further add to our capability for item 7.1(f).
8.0	Reports	Yes – Comply	We exceed the requested capabilities.
9.0	Scalability	Yes – Comply	We exceed the requested capabilities.
10.0	Licensing & Hosting	Yes – Comply	We exceed the requested capabilities.
11.0	Technical Support	Yes – Comply	We exceed the requested capabilities.
12.0	Software Setup	Yes – Comply	We exceed the requested capabilities.
13.0	Quality Assurance / Testing	Yes – Comply	We exceed the requested capabilities.
14.0	Operational Support	Yes – Comply	We exceed the requested capabilities.
15.0	Software Support	Yes – Comply	We exceed the requested capabilities.
16.0	Data Rights	Yes – Comply	We exceed the requested capabilities.
17.0	Administrator Training	Yes – Comply	We exceed the requested capabilities.
18.0	<i>Not included in RFP</i>	n/a	
19.0	Key Control Devices	Yes – Comply	We exceed the requested capabilities.
20.0	Wireless Device	Yes – Comply	We exceed the requested capabilities.
20.2	<i>Not included in RFP</i>	n/a	
21.0	Equipment Installation Requirements	Yes – Comply	We exceed the requested capabilities.
22.0	Warranty	Yes – Comply	We exceed the requested capabilities.

Possible Difficulties and Anticipated Resolution

The RFP requested that vendors address “*the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved.*” Although our system design and our implementation processes are planned to specifically avoid surprises or difficulties, we have included a list of potential items that may warrant further discussion either during the contract award phase or at the kick-off meeting which immediately follows contract award.

Item	Risk Mitigation Step / Resolution
Alternate-sized key boxes are desired (i.e. other than a 60-key capacity)	Agile offers dozens of different sizes and form factors of key boxes other than the 64-key box proposed in response to this RFP. We would gladly share published pricing and incorporate additional products into this contract vehicle.
Certain Department locations desire Key Control Devices (KCD) to be installed outdoors where they exposed to a range of environmental conditions (sun, heat, cold)	Agile has alternative kiosks to propose for outdoor use should they be needed. We would gladly share published pricing and incorporate additional products into this contract vehicle.
Department security personnel are reluctant to provide a public-facing static IP address to facilitate direct communications with the key control device from our secure hosting environment	Agile can provide a comprehensive description of our security measures including our physical, network, server, application, and database-level security. Additionally, we can provide an overview of security policies and practices.
Wireless devices capable of communication with key control system are problematic due to changes made by auto manufacturers (OEMs)	While we use wireless device vendors that attempt to keep pace with changes made by OEMs, we cannot predict what changes may be made to vehicles. For example, when hybrids were first introduced, in-vehicle wireless telematics devices did not work. They had to be modified. If a device does not work on a particular new make/model of vehicle, manual data entry will be required until such a time that firmware fix or an alternative solution is implemented.
Electronic interfaces to external systems are desired	Agile regularly builds interfaces to external systems. In fact, more than 100 external interfaces exist today. Use our Change Request (CR) process to define any unique requirements. We'll promptly provide any cost or schedule impacts, if any exist.

Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

Agile Access Control, Inc.'s headquarters is located in Chantilly, Virginia near Dulles International airport. The existing 4,000 square foot facility houses our executive team as well as staff representing marketing, sales, implementation technical support, and software development. By January 1, 2016, our facility will expand by 60% to support our growing technical support and implementation teams.



14101 Willard Rd; Chantilly, VA



Conference Rooms are used for weekly team meetings



The workbenches are used to configure, test, and evaluate hardware



Our office affords us space for shipping and receiving

Our office space serve us well. We will expand to another 2,500 square feet by January of 2016

In addition to our Chantilly office, we utilize a hosting facility located in southern California. The facility is managed by our hosting partner, Peer1. Peer1 provides leased servers and a secure, fault tolerant infrastructure. Agile staff perform all management activities related to the servers and controls security of the firewall and servers. Our relationship with Peer1 has lasted nearly 15 years. During that time, we have had industry-notable system availability with 0% downtime due to unscheduled outages for a period of time lasting more than five continuous years. Our availability rate, thanks in part to our partnership with Peer1, exceeds 99.95% today. Peer1's Atlanta, Georgia location is used to store daily backups performed via the storage area network (SAN) and acts as a disaster recovery facility in the event of an extended outage of the Los Angeles facility. Note: In fifteen years, we have never experienced an extended outage.

FleetCommander's fault-tolerant design allows users access when they need it. The proposed solution is hosted in the Agile's hosting environment. Our advertised Service Level Agreement is greater than 99.95%. Our use of the fault-tolerant facility, redundancy in hardware (e.g. RAID arrays), multiple monitoring tools, and other support systems is a key factor in our consistent uptime. FleetCommander has a robust security framework to safeguard sensitive data and ensure system availability is not compromised. A description of security features of our offering, including physical security, network security, server security, data security & privacy, and application security are available under separate cover upon request. The FleetCommander application has undergone security analyses (e.g. security and vulnerability testing) by DoD organizations as well as organizations in the public sector. Our hosting facility and processes have received numerous certifications, including SAS 70, SAS 70 II, CSAE3416, and CICA 5970 compliance.



Customer data in FleetCommander is safe and secure. All data transmitted from FleetCommander's secure hosting environment is encrypted and uses an SSL certificate. Secure HTTP traffic must be 40-bit or higher. No known, or perceived, loss of data or compromised security has occurred since the first launch of FleetCommander more than fifteen years ago. At no time is data collected or mined, in detailed or aggregate form, for distribution to third parties. At all times, you own the data.

Agile has other infrastructure to further enhance the level of service provided to our customers. These include, but are not limited to:

- **A robust phone routing system.** All calls to our technical support line are routed to the "best" tech support rep. In the event that the initial person contacted does not immediately answer, phones automatically route. More than 95% of all calls are responded to within 3 rings. In the event that a call is routed to voicemail, the voicemail is automatically forwarded to all tech support staff, our lead engineer and even Agile's president, Ed Smith.
- **A powerful Help Desk management system.** In 2014, Agile's help desk was upgraded to us ZenDesk. ZenDesk is a robust help desk system. The system tracks all calls, all correspondence with customers. Additionally the system electronically interfaces with our internal Customer Relationship Management (CRM) to increase visibility of customer communication with the company's sales and executive management teams.
- **Our work tracking system.** Our internal engineering teams use a work tracking system, SOS, to manage all tasking for the development and system administration teams. In the event that custom work is done, a unique work tracking # is created and all activity is managed via SOS.

We are happy to provide references to speak to regarding our service and our reliability. Here’s what they say about us:

“FleetCommander has been a dream for us. And we get top quality service from Agile customer support. I want to sincerely thank you for all of your help.”

– Commonwealth of Kentucky

b. Prior Relevant Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

Agile is the industry leader in providing reliable, web-based, motor pool solutions. More than one hundred twenty-five (125) fleets throughout North America use our software, key control devices, services, and other offerings to optimize the use of fleet staff and fleet vehicles. Below is just a sample of prior relevant experience which is similar to that desired by the Department:

Table. Examples of Agile customers utilizing web-based, automated motor pools

Experience	Summary / Description / Experience	Start Date	End Date	Location
Florida DOT	Two sites demonstrating effectiveness of an automated self-service motor pool solution at Burns and Rhyne buildings in Tallahassee, FL. Self-service motor pool kiosks with key control devices are used. More than 7,500 vehicle reservations have been made.	2014	On-going	Tallahassee, FL
State of Michigan	Centrally managed, state-wide motor pool system. Eighteen sites throughout the state utilize self-service motor pool kiosks. Five sites also use key control devices. All sites are managed via staff at Lansing, Michigan.	2009	On-going	Michigan, including: Lansing, Detroit, Flint, Saginaw, Grand Rapids, and more.
Forsyth County, NC	Centrally managed, county-wide motor pool system. Three sites throughout the county utilize self-service motor pool kiosks with automated key control devices. One additional site dispatches using the FleetCommander software.	2010	On-going	Winston-Salem, NC
Montgomery County, MD	Centrally-managed, county-wide motor pool system. Two sites throughout the county utilize self-service motor pool kiosks with automated key control devices. <i>*- Home of Fleet Manager of the Year in 2015.</i>	2014	On-going	Rockville, MD
City of Boise, ID	Centrally-managed, city motor pools. Two sites throughout the city utilize self-service motor pool kiosks with automated key control devices. Expansion to police force is planned. <i>*- #1 Public Fleet of the Year in 2015.</i>	2010	On-going	Boise, ID
Cornell University	Use web-based motor pool system with self-service kiosks and key control devices to manage university vehicles at a large centralized pool and one satellite location.	2007	On-going	Ithaca, New York

A list of additional, relevant organizations that are using FleetCommander’s web-based motor system

includes, but is not limited to: Pennsylvania Office of Attorney General, Volusia County FL, Commonwealth of Kentucky, Loudoun County VA, City of Chandler AZ, Prince Georges County MD, Guilford County NC, State of West Virginia, Sonoma County CA, Oregon Department of Agriculture, and Park County CO.

See what our customers are saying about us:

FleetCommander Customer: State of Michigan
<p><i>“You have a great team! This is a great partnership. It says something about your product when we can roll FleetCommander out to 9 new sites without a whimper from them.”</i></p>
<p>Overview: The State of Michigan is one of the most advanced motor pool implementations in the United States. From their centralized location in Lansing, they manage 5 locations using secure self-service kiosks with key boxes. An additional 13 sites are managed using dispatching via kiosks only. All administrative oversight is managed centrally. This program is being expanded to include additional Department of Social Services (DSS) sites.</p>



FleetCommander Customer: State of Colorado
<p><i>“With FleetCommander, we will be reducing costs at the same time we are making it easier and more convenient for state employees to access a vehicle -- day or night -- using the self-service motor pool kiosk with automated key control. It's a win-win for the state and for our employees. Right-sizing our vehicle inventory by tracking and reporting comprehensive vehicle utilization levels will help us lower our annual motor pool costs.”</i></p>
<p>Overview: The State of Colorado manages their motor pool sites centrally. Their self-service kiosk is located outside near their main motor pool. An outdoor enclosure and a ruggedized kiosk are used to accommodate the environmental conditions found outside in Denver year-round.</p>



FleetCommander Customer: Forsyth County, North Carolina	
<p><i>“By utilizing the FleetCommander software, we were able to right size the fleet while ensuring transportation is available to employees when needed. The county fleet was immediately reduced by 30 vehicles, and this number may increase as more usage data is collected.”</i></p>	
<p>Overview: Forsyth County implemented three fully-automated self-service motor pool sites and one staff motor pool site. In the first year, the county reduced their fleet budget by \$300,000 as a result of realized savings. The savings after the first year have far surpassed expectations.</p>	

It is with great pride that we receive accolades and testimonials from our customers. Samples of feedback we have received from our customers, spanning all facets of our support, are provided below:

“The main reasons we chose FleetCommander are that it is the best-priced product available and it has all the features we needed when looking for pool vehicle software. Another reason we chose FleetCommander was because it is an ASP (Application Service Provider), we do not have to host the system and did not have to purchase additional hardware.” - Volusia County, FL

“It has been going GREAT! I have never been involved in the implementation of a new computer system of any sort that has gone this smoothly.” - Humboldt County, CA

“The savings started on day one and we haven’t looked back. We grew from five or six shared vehicles. The positive feedback from drivers and the bottom-line savings we have realized go beyond expectations.” - Greater Toronto Airports Authority

“We have been using FleetCommander at one location for two years. It has been a great success for us. We have an assigned motor pool manager who has been able to take on additional job duties because this product has freed up a lot of his time. We do not always need a live attendant at the motor pool. We are now expanding to a second site which he will be able to manage remotely. Agile is a very professional company who offers great support and are very easy to work with.” – Prince George’s County, MD

As the self-service motor pool initiatives being undertaken by the Department closely mirror the project undertaken by the State of Michigan, the following case study is provided:

Case Study: State of Michigan
<p>In 2011, the state of Michigan expanded its use of FleetCommander fleet and motor pool technology across the state to include the cities of Traverse City and Escanaba. This is part of the State's comprehensive cost-cutting initiative. FleetCommander technology enables the state's fleet managers to oversee operations from one centralized location in Lansing while achieving 100% accountability of all access to vehicles, despite having motor pools located throughout Michigan.</p> <p>Each of the locations uses a self-service motor pool kiosk; five of those pair the kiosk with FleetCommander's secure key control hardware that provides secure, automated, round-the-clock access to vehicles.</p> <p>The roll-out of motor pool technology is part of Michigan's comprehensive effort to slash costs and change driver behavior across the state. The state now uses FleetCommander to manage sharing for 347 vehicles among 3,051 end-users. More than 200 motor pool requests are made each workday statewide. Expansion to at least five more Michigan cities is planned in the next calendar year.</p> <p>"The new technology is accomplishing exactly what we set out to do," says Dave Ancell of Michigan's Department of Technology, Management and Budget's Vehicle and Travel Services. "We are able to analyze real-time vehicle utilization rates to make more efficient use of our fleet, which includes better use of our motor pool system and greater efficiency in the reservation process for those pooled vehicles." The state routinely hits utilization rates of 90% for its managed pools now.</p> <p>FleetCommander more efficiently manages the state of Michigan's motor pools by:</p> <ul style="list-style-type: none">• Eliminating paper-driven, manual processes for reserving vehicles.• Collecting accurate and validated account data during the reservation process.• Allowing secure access to vehicle keys for pick-up and return.• Facilitating centralized (at Lansing) management of motor pools located statewide.• Interfacing with their accounting system to send reservation charge-back data.• Providing information that enables the state to eliminate vehicles, saving \$4-5,000 in maintenance and depreciation costs per vehicle eliminated. <p>In addition to motor pool capabilities, Michigan is using FleetCommander for asset and driver management, policy enforcement, reporting, fleet driver communications, and more. The system has been in place since 2009.</p>

Note: The Manager responsible for implementing and managing the motor pools throughout the State of Michigan retired in 2015 and is now on staff with Agile. Dave Ancell joined our team within 30 days of retiring from his government position. He is a valuable resource.

4 Work Plan

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required.

The RFP suggests that the implementation of the Department’s self-service motor pool system will follow our standard processes. Although every implementation varies based on the site and staff we are working with, the estimated staff-hours for each skill classification is rather predictable. These are reflected in the table below.

Task	Prog Mgr	Impl Mgr	Tech Staff	Sys Admin	Admin	Department Staff
Kick-off Meeting						
Pre kick-off preparation	4	8				1
Kick-off meeting	4	4	4			4
Post-meeting follow-up	1	4	2		2	1
Software site setup				4		0
Configuration training		4	2			4
Data import		4		2		4 ^{*1}
Order, QA, and ship hardware	1	2	6		2	2
Hardware installation support		2	4			8 ^{*2}
Other Training	1	14	10			21
Go-live support		4				16
Other / Administrative	24	22	8	4		24

**1 – The amount of time it takes for a customer to collect data in preparation for the data import varies considerably. This task is highly dependent on whether the information about fleet vehicles and drivers is available to retrieve into an Excel format.*

**2 – Hardware installation may vary based on whether two power and two Ethernet connections are available in the area proposed for the self-service motor pool system.*

Our experience is that the projects which have the most predictable schedule for implementation are those with a designated program manager, or single point of contact, at the customer’s site. That is, a project champion really helps ensure success!

Training is a task which takes a large percentage of the time allocated to the project. As such, we have taken the time to include a sample training agenda. Note that we can tweak the agenda during the kick-off meeting if an alternate training plan is desired.

TRAINING OBJECTIVE:

Train staff on the use and support of FleetCommander components in order to maximize the benefit received from the fleet solution.

- **Supporting FleetCommander** **30 minutes**
 - How to contact Agile
 - Hours of operation
 - How/when to escalate perceived problems
 - Key box service
 - Agile's SOS tracking system
 - The Change Request process
 - Point[s] of contact
 - Contracts (e.g. Change Requests, POs, invoices)
 - Support
 - FleetCommander System Overview

- **Review current & proposed workflow processes** **3 hours**
 - Driver and admin perspectives
 - Making a reservation, approval process, handling of reservations, check in and check out reservations
 - Go over real-world scenarios
 - Role-playing: "What happens if...?"
 - Identify differences between the different sites or classes of users

- **Hands-On configuration session** **6 hours**
 - Review current settings
 - Discuss other options that may make sense for FDOT to utilize

- **Review Driver/Requestor Features** **2 hours**
 - Make a Reservation
 - My Schedule
 - User Online Registration
 - My Profile
 - My Vehicles
 - My Reports
 - Car Pool

- **Review Motor Pool Administrator Features** **3 hours**
 - Make a Reservation
 - Manage Reservations
 - Manage Users
 - Manage Vehicles
 - Dispatch a Vehicle
 - Key Control Functionality
 - Manage Inspection and Prep
 - Manage Fleet
 - Motor Pool Dashboard

- **Reports** **2 hours**

- **Key Control Administrator Training** **4 hours**
 - Implementation details
 - Overview – FleetCommander, FleetCommander Kiosk, KLDriver
 - Releasing keys without a reservation
 - General troubleshooting and setup
 - ⇒ Key box
 - Parts to a key box (boards, cables, panel) & how to replace them
 - Alarms (types and how to address)
 - Master Commands, admin code, and reboot options
 - Updating settings
 - ⇒ Kiosk
 - KioWare Settings

Training times will be adjusted as Agile learns more about the implementation details, roles, responsibilities, and experience of the Department's organizations and staff. Additional training can be scheduled as deemed necessary.

EXHIBIT A

EXHIBIT “A” Scope of Services

FLORIDA DEPARTMENT OF TRANSPORTATION
Specification Name: Self-Serve Motor Pool System
Date: 27 March 2015

ATTENTION PROSPECTIVE SUPPLIERS: *In order for your proposal to be considered, all questions in this specification must be answered and all information asked for must be supplied. Incomplete or inappropriate (i.e., responding "yes" or "no" when specific information is asked for) responses may result in your proposal being rejected. Exhibit “A” shall be included in technical proposal submittal.*

RESPONSE: “Yes” or “No” answers have been provided for all responses. In response to most RFP questions, additional information has been provided to aid reviewers. Where there is limited value in providing additional information, no such information is provided.

1.0 Scope of Work:

The Florida Department of Transportation (FDOT) seeks a Vendor to provide a reliable Motor Pool Software (MPS) package that shall be web based and have redundant hosting capabilities. The Vendor shall include a Key Control Device (KCD) with a user interface that securely stores keys and releases the keys to authorized users of the MPS. The Vendor shall provide support services to effectively manage the FDOT motor pool fleet to include the ability to gather, store, process, monitor, and report on authorized users, vehicle maintenance, and vehicle reservations.

Yes – We understand and acknowledge
Understand and Acknowledge?
(Yes/No)

2.0 General Software Requirements:

The Vendor shall provide the ability to reserve a vehicle on line. The MPS shall be able to display fleet availability and allow requestor to check out and check in a vehicle automatically or manually. The MPS shall provide a layered access control mechanism configurable by the FDOT system administrators. The MPS shall provide user friendly ways to track, manage and report; driver information, vehicle information, reservations and their related data elements.

Sections 3 to 22.1 detail the minimum software, hardware, and service requirements.

Yes – We understand and acknowledge
Understand and Acknowledge?
(Yes/No)

3.0 **Driver Information Requirements:**

3.1 The MPS shall have a method for managing user profiles, including, but not limited to:

- a) An automated user registration process
- b) A method for manually adding users
- c) A method for viewing, editing, and deleting user profiles
- d) A method for retrieving deleted user profiles
- e) A method for requiring users to update their profiles at scheduled intervals
- f) Ability to store information about a user's certification and training
- g) Ability to maintain information about a user's driving infractions
- h) Ability to determine fields which are viewable by users
- i) Ability to determine fields which are editable by users
- j) Ability to add custom fields

Yes – We comply
Comply? (Yes/No)

An automated user registration process

This capability is accessible to new users by clicking on the "Sign Up Now!" link.



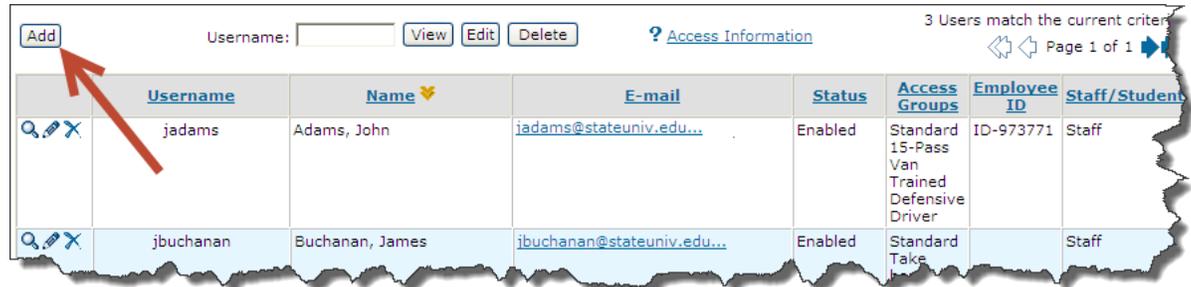
Once invoked, Users complete the on-line registration form.

A screenshot of a web form titled "User Registration". At the top, a red warning message reads: "You must click the Save Registration button after completing this form or your information will not be saved." Below this, the "Site Information" section contains a label "*Site you are registering for:" followed by a dropdown menu currently set to "Germantown Campus". Below the dropdown, there is explanatory text: "You may have the opportunity to request permission at additional sites after your are approved for your primary site. Request for additional permissions is done via the My Profile link."

Upon completion, the form is submitted for approval and assignment of permission by authorized fleet staff.

A method for manually adding users

Authorized administrators can add new users by clicking on the “Add” button in the Manage Users function.



A method for viewing, editing, and deleting user profiles

User profiles can be viewed, edited, or deleted using the icons found on the Manage Users function.



A method for retrieving deleted user profiles

Users are never truly “deleted” from FleetCommander. Authorized administrators can retrieve deleted user profiles by clicking on the “Restore” button



A method for requiring users to update their profiles at scheduled intervals

Users can be required to update their profiles at scheduled intervals. Authorized Enterprise-level administrators determine the interval for profile updates by setting the value shown in the screenshot below.



Users that have not updated their profile within the allotted time are prompted to do so the next time they login.

Ability to store information about a user’s certification and training

Certification and training information is stored in the user’s profile.

Courses	
Date	Course
1/1/2008	15-pass Van Training
1/16/2008	Driver safety course

Ability to maintain information about a user's driving infractions

Driving infraction information is stored in the user's profile.

Citations	
Date	Description
6/21/2006	Speeding - 9 miles over in a 35 mph zone.

Ability to determine fields which are viewable by users

Authorized Enterprise Administrators configure which fields are viewable by users using the configuration screens as shown below. Fields configured "Do Not Show" are not viewable by users.

User Profile - User Side	Do Not Show	Read-Only	Editable
Time Zone	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Organization	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Title	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Department	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
ACCOUNT	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Address	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Address (contd).	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Address (contd).	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
City	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Ability to determine fields which are editable by users

Authorized Enterprise Administrators configure which fields are editable by users using the configuration screens as shown below. Fields configured "Editable" are editable by users.

User Profile - User Side	Do Not Show	Read-Only	Editable
Time Zone	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Organization	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Title	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Department	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
ACCOUNT	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Address	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Address (contd).	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Address (contd).	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
City	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Ability to add custom fields

Authorized Enterprise Administrators can create custom fields for users, vehicles, and reservations. The example bellows shows creation of user custom fields.

User Custom Fields

Label for Custom Field 1:

Label for Custom Field 2:

Label for Custom Field 3:

Label for Custom Field 4:

- 3.2 The MPS shall maintain data about the drivers, including, but not limited to:
- a) Last name, first name, user id
 - b) Contact information (phone numbers, email addresses, mailing address)
 - c) Organizational affiliations including supervisor information (phone numbers, email addresses, office)

Yes – We comply
Comply? (Yes/No)

Last name, first name, user id

A sample of the required information is provided below.

User Information

Name (last, first middle):

Salutation: ▼

Username:

Contact information (phone numbers, email addresses, mailing address)

A sample of the required information is provided below. Note that the field labels can be modified to meet your needs.

Contact Information	
OrgLabel:	Special Operations
Job Title:	Trainer - Level 3
Department:	Chemistry
Short Code:	123-456-789
Address:	203 E. Brunswick Dr.
Address (contd).:	
Address (contd).:	
City:	Hartford
State/Province:	IL
Zip/Postal Code:	10289
Country:	USA
Phone Preference:	Office Phone
Office Phone:	301-555-1212 Ext. 128
TEST Phone:	301-444-1234 Ext.
Other Phone:	Ext.
Mobile Phone:	Ext.
Preferred Email:	Work Email
Work Email:	john@mpwade.net

Organizational affiliations including supervisor information (phone numbers, email addresses, A sample of the required information is provided below. Note that the field labels can be modified to meet your needs.

Contact Information	
OrgLabel:	Special Operations
Job Title:	Trainer - Level 3
Department:	Chemistry

- 3.3 The MPS shall maintain system permissions for each user relative to use of fleet vehicles, including, but not limited to:
- Which user is eligible to request vehicles from (e.g. district pools, emergency response pools, executive pools)
 - Groups of vehicles which the user is eligible to request
 - How vehicles can be used (e.g. local daily use, maintenance, or out of town trips)
 - How the MPS assigns vehicles to a reservation request (automatic or manual)
 - How the MPS approves vehicles (automatic or manual)
 - Information the user is able to view as part of the vehicle reservation process
 - Whether the user is able to use a self-serve vehicle check out process

Yes – We comply
Comply? (Yes/No)

Which user is eligible to request vehicles from (e.g. district pools, emergency response pools, executive pools)

A variety of features in FleetCommander determine which user is eligible to request vehicles from different pools. The most common feature is the “Site” value found in a user’s profile. If the site is checked in the driver’s profile, they are eligible to use that site’s vehicles. In the

example below, the user has the “Site Driver” and “Site Requestor” for the site named “Germantown.”

Germantown	
<input type="checkbox"/>	Site Administrator
<input type="checkbox"/>	Site Dispatcher
<input type="checkbox"/>	Site Maintenance
<input checked="" type="checkbox"/>	Site Driver
<input checked="" type="checkbox"/>	Site Requestor
<input type="checkbox"/>	Site Inspector
<input type="checkbox"/>	Site Prep
<input type="checkbox"/>	Site Risk Mgt Administrator

Check All Uncheck All

Groups of vehicles which the user is eligible to request

Access groups are established in a user’s profile. Access Groups are used to restrict use of vehicles to only selected users that should be allowed access to those specific vehicles. For example, if a group of vehicles is to be used only by CDL-licensed drivers, you may elect to create an access group named “CDL.” Or if a class of vehicles is only to be used by executive staff, you may elect to create a group named “Executive.” Assign vehicles to the desired access group.

Access Groups:

- Standard
- CDL
- Executive

Select All Unselect All

How vehicles can be used (e.g. local daily use, maintenance, or out of town trips)

Usage types are established in a user’s profile. Usage Types are used by FleetCommander to differentiate the ways in which vehicles are used in a fleet. Common examples of differing usage types are: “Daily Rental,” “Permanent Assignment,” “Courtesy,” and “Maintenance.” The Vehicle Profile assigns privileges for the vehicle to be used by a user for a particular Usage Type. Similarly, a User’s Profile designates which Usage Types a driver is allowed to use.

Usage Types:

- Daily Rental
- Lease
- Courtesy
- Maintenance

Select All Unselect All

How the MPS assigns vehicles to a reservation request (automatic or manual)

In each user's profile, the MPS can be configured to determine how the MPS assigns vehicles to a reservation, including whether it is automatically or manually assigned. A sample is reflected below.

Eligible for Auto-Assign?	<input type="radio"/> Yes <input checked="" type="radio"/> No (This user is eligible to have a vehicle automatically assigned to a reservation.)
---------------------------	--

How the MPS approves vehicles (automatic or manual)

In each user's profile, the MPS can be configured to determine whether the MPS approves vehicles automatically or manually. A sample is reflected below.

Eligible for Automatic Approval?	<input type="radio"/> Yes <input checked="" type="radio"/> No (This user is eligible to have a reservation automatically approved.)
----------------------------------	---

Information the user is able to view as part of the vehicle reservation process

There are several different configuration settings that determine which information the user is able to view while making the vehicle reservation process. These settings are often used to only provide certain information to authorized users. A sample is reflected below.

Whether the user is able to use a self-serve vehicle check out process

Not all users may be eligible to use a self-service kiosk. The values reflected in the example below are used to determine whether a user can use the self-service vehicle check process and the kiosk's "Grab and Go" functions. These are found in the user's profile.

Enable Self Check Out?:	<input checked="" type="checkbox"/>
Eligible for Grab and Go?:	<input checked="" type="checkbox"/>

- 3.4 The MPS shall maintain system access information for each user, including, but not limited to:
- a) Permissions that determine whether the user is "enabled" or "disabled" from use of the MPS
 - b) Permissions which define which system functions the user can access, including, but not limited to:
 - 1) Administrative permissions
 - 2) Dispatching capabilities
 - 3) Inspection and prep and certification at check in

Yes – We comply
Comply? (Yes/No)

Permissions that determine whether the user is “enabled” or “disabled” from use of the MPS
The FleetCommander user profile has a status of either “Pending,” “Enabled,” or “Disabled.”
If pending or disabled, users cannot use the MPS.

Permissions which define which system functions the user can access, including, but not limited to:

1. *Administrative permissions*
2. *Dispatching capabilities*
3. *Inspection and prep and certification at check in*

Permissions are established for the entire Enterprise (all sites in the system) or for individual sites. As reflected in the screenshots below, permissions can be set for features such as administrative functions, dispatching functions, or inspection and prep functions.

Enterprise-Level	
<input checked="" type="checkbox"/>	Enterprise Administrator
<input type="checkbox"/>	Enterprise Dispatcher
<input type="checkbox"/>	Enterprise Maintenance
<input type="checkbox"/>	Enterprise Driver
<input type="checkbox"/>	Enterprise Requestor
<input type="checkbox"/>	Enterprise Inspector
<input type="checkbox"/>	Enterprise Prep
<input checked="" type="checkbox"/>	Enterprise Risk Mgt Administrator
<input type="checkbox"/>	Enterprise HR Administrator

Stone Harbor	
<input type="checkbox"/>	Site Administrator
<input checked="" type="checkbox"/>	Site Dispatcher
<input type="checkbox"/>	Site Maintenance
<input type="checkbox"/>	Site Driver
<input type="checkbox"/>	Site Requestor
<input checked="" type="checkbox"/>	Site Inspector
<input checked="" type="checkbox"/>	Site Prep
<input type="checkbox"/>	Site Risk Mgt Administrator

- 3.5 The MPS shall maintain information for each user, including, but not limited to:
- a) user name
 - b) Password (password strength established by the system administrators using configurable password strength rules)
 - c) Supervisor’s name and contact information
 - d) Complete reservation history including canceled reservations

Yes – We comply
Comply? (Yes/No)

user name

Password (password strength established by the system administrators using configurable password strength rules)

As reflected below, username and password are stored in the user’s profile. Authorized administrators can use the configuration capabilities of FleetCommander to set the password strength rules.

User Information

Name (last, first middle): ,

Salutation: ▼

Username:

New Password:

Confirm Password:

Profile Expiration Date:

Supervisor's name and contact information

As reflected below, supervisor's name and contact information is collected on the user's profile. Supervisor name, phone, and email are used in the event that a driver's supervisor is to be notified. The "Supervisor Email" field accepts up to 100 characters to accommodate multiple email addresses; each address can be separated by a semicolon or a comma. Supervisors can be notified automatically upon certain events, or they can be notified manually after looking up a driver's supervisor.

Additional Information

Supervisor Name:

Supervisor Phone:

Supervisor Email:

Send new request email to the Supervisor?

Send change request email to the Supervisor?

Send modification email to the Supervisor?

Send approval email to the Supervisor?

Send cancellation email to the Supervisor?

Complete reservation history including canceled reservations

The Usage Tab provides a complete reservation history including cancelled reservations.

[Profile](#)
[Permissions](#)
[Usage](#)
[Dependents](#)
[HR](#)

[Back to Manage Users](#)

User Information
 User name: **Abe Lincoln**
 Email: **alincoln@stateuniv.edu**

Show records per page

Displaying record(s) 1 - 5 of 5
 Page 1 of 1

Status	Conf#	Usage Type	Scheduled Start	Scheduled End	Actual Start	Actual End	Start Miles	End Miles	Asset
✓ Approved	101554	Daily Rental	3/24/2010 3:00 PM	3/25/2010 5:00 PM					C092716
ⓐ Completed	101552	Daily Rental	3/21/2010 8:30 AM	3/21/2010 5:00 PM	3/21/2010 8:30 AM	3/21/2010 5:00 PM	12390	12445	Enterprise-002
ⓐ Completed	101541	Daily Rental	3/17/2010 9:00 AM	3/17/2010 11:00 AM	3/17/2010 9:57 AM	3/17/2010 4:00 PM	8972	8999	CGP9680
✗ Cancelled	101530	Daily Rental	3/16/2010 12:00 PM	3/17/2010 4:30 PM					H87- Impala
ⓐ Completed	101556	Daily Rental	3/1/2010 7:00 AM	3/1/2010 2:00 PM	3/1/2010 7:00 AM	3/1/2010 2:00 PM	28990	29155	Pickup 0827

Go to page: [1]

- 3.6 The MPS shall include tools to communicate and enforce fleet policy, including, but not limited to:
- a) Ability to require users to acknowledge fleet policies upon the initial login
 - b) Ability to require users to acknowledge fleet policies upon any policy updates in the system

Yes – We comply
Comply? (Yes/No)

Ability to require users to acknowledge fleet policies upon the initial login

If this feature is configured by your administrative team, users are prompted to read the fleet policy. The policy must be read each time the fleet administrator resets the “Read Policy” flag (described at the end of this section of the document).

After the fleet administrator has reset the “Read Policy” flag, users are prompted to read the policy the next time they log in.



Users are prompted to 1) Click on the OK button, and 2) scroll to the bottom of the policy document and click on the “I have read and agree to the terms of this Policy” button, as shown below.

Ability to require users to acknowledge fleet policies upon any policy updates in the system

The “Reset Policy” button is unique to the User Enterprise settings. When this button is clicked, and the “Require users to read Policy at Login” parameter (described above) is checked, all subsequent user logins will require that the User acknowledge reading the policy. The user only needs to acknowledge having read the policy once – until the “Reset Policy” button is invoked again. This functionality is particularly useful if a new policy change is posted to the web site.

4.0 **Fleet Information Requirements:**

4.1 The MPS shall have a method for managing fleet profiles, including, but not limited to:

- a) A method for manually adding vehicles
- b) A method for viewing, editing, and deleting vehicle profiles
- c) A method for retrieving deleted vehicle profiles
- d) Ability to add custom fields
- e) Ability to attach documents to vehicle data

Yes – We comply
Comply? (Yes/No)

A method for manually adding vehicles

A method for viewing, editing, and deleting vehicle profiles

A method for retrieving deleted vehicle profiles

Ability to add custom fields

Our solution has the capability to do each of these (above) four requirements. The behavior to add, view, delete, retrieve deleted profiles, and add custom fields is exactly the same as described above for user information. That response is provided for requirement #3.1.

Ability to attach documents to vehicle data

The Images tab is used to upload images of a vehicle and attach documents to the vehicle data.



4.2 The MPS shall maintain demographic data about the vehicles, including, but not limited to:

- a) A method to maintain vehicle name
- b) A method to maintain VIN and related serial numbers on the vehicle
- c) A method to maintain year, make, model, color
- d) A method to maintain odometer value and associated usage dates
- e) A method to maintain vehicle type and fuel type
- f) A method to maintain to log last preventive maintenance or other administrator defined tracking by mileage/ hours and date
- g) A method to maintain motor pool assigned location

Yes – We comply
Comply? (Yes/No)

A method to maintain vehicle name

A method to maintain VIN and related serial numbers on the vehicle

A method to maintain year, make, model, color

A method to maintain odometer value and associated usage dates

All of the required fields can be found in the Vehicle profile as shown below.

Vehicle Information

Vehicle name:

Vehicle ID (VIN):

License number:

Description: (year color make
 model)

First Mileage: Mileage Threshold:

Last Mileage Source: (blank) Last Mileage Date: (blank)

New Last Mileage: New Last Mileage Date:

Last Parking Space: Last Parking Date:

Fuel: E - - - F

A method to maintain vehicle type and fuel type

Vehicle type and fuel type are found in the Vehicle's profile.

Type:

Fuel Type:

A method to maintain to log last preventive maintenance or other administrator defined tracking by mileage/ hours and date

Preventive maintenance information and other tasks defined by mileage or date are found on the "Maintenance" and "Service" tabs of a vehicle profile.

Profile Spec Maintenance Service Mileage Usage Images (0) Disposal Fuel							
Vehicle ID: 120861 Add a New Work Order Back to Manage Vehicles							
Vehicle Information Vehicle: 603, 1FMEU63816UB11782, 232M375 <small>(name, vin, license)</small> Description: (2006 White Ford E-350) <small>(year color make model)</small>							
Current Odometer: 7,302		Total Costs: \$324.00		YTD Costs: \$324.00			
Displaying item(s) 1 - 9 of 9 Page 1 of 1 Records Per Page: 20							
Description	Completed	Miles	Provider	Type	WO #	Cost	
Applicable Taxes	05/07/2010	7,302	Garage		W00050	\$1.85	
Shop Supplies	05/07/2010	7,302	Garage		W00050	\$8.50	
Boyd, Ginger	05/07/2010	7,302	Garage	Labor	W00050	\$63.75	
Removed decal	05/07/2010	7,302	Garage	Other	W00050	\$15.00	
Monthly Inspection	05/07/2010	7,302	Garage	RM	W00050	\$21.00	
Labor, Merchant	02/18/2010	5,213	Merchants Tires	Labor	W00041	\$80.00	
Balance Tires	02/18/2010	5,213	Merchants Tires	PM	W00041	\$38.95	
Rotate Tires	02/18/2010	5,213	Merchants Tires	PM	W00041	\$56.95	
Oil Change	01/05/2010	3,300	Garage	PM	W00040	\$38.00	

A method to maintain motor pool assigned location

Site:	<input type="text" value="Chambersburg"/>
Location:	<input type="text" value="Chambersburg - Hwy 30 Garage"/>

- 4.3 The MPS shall maintain permissions for each vehicle relative to use of fleet vehicles, including, but not limited to:
- a) A method to maintain group of vehicles (what vehicles belong to what motor pool site?)
 - b) A method to maintain how vehicles can be used including daily use, maintenance, out of town use
 - c) A method to maintain how the MPS assigns vehicles to a reservation request (automatic or manual)
 - d) A method to maintain how the MPS approves vehicles (automatic or manual)
 - e) A method to know whether the vehicle is able to be used as part of the self-serve vehicle check out process or needs prior approval

Yes – We comply
Comply? (Yes/No)

Our solution has the capability to do each of these (above) five requirements. The behavior to maintain groups of vehicles, determine how vehicles are used, how the MPS assigns vehicles, how vehicle reservations are approved and how it is determined whether a vehicle is part of the self-serve vehicle check out process and needs approval is exactly the same as described above for user information. That response is provided for requirement #3.3.

5.0 Reservation Requirements:

5.1 The MPS shall have a method for managing reservations, including, but not limited to:

- a) A method for manually adding reservations
- b) A method for viewing, editing, and canceling reservations
- c) A method for retrieving canceled reservations
- d) Ability to add custom fields
- e) Ability to require verification from drivers acknowledging fleet policy
- f) Ability to link to FDOT web pages with Department policy information without leaving the fleet management host site

Yes – We comply
Comply? (Yes/No)

A method for manually adding reservations

A method for viewing, editing, and canceling reservations

A method for retrieving canceled reservations

Ability to add custom fields

Our solution has the capability to do each of these (above) four requirements. The behavior to add, view, delete, retrieve reservations, and add custom fields is exactly the same as described above for user information. That response is provided for requirement #3.1.

Ability to require verification from drivers acknowledging fleet policy

Your administrative can require verification from drivers to acknowledge having read fleet policy. If the capability is enabled by your administrators, users are prompted to read the fleet policy. The policy must be read each time the fleet administrator resets the “Read Policy” flag (described at the end of this section of the document).

After the fleet administrator has reset the “Read Policy” flag, users are prompted to read the policy the next time they log in.



Users are prompted to 1) Click on the OK button, and 2) scroll to the bottom of the policy document and click on the “I have read and agree to the terms of this Policy” button, as shown below.

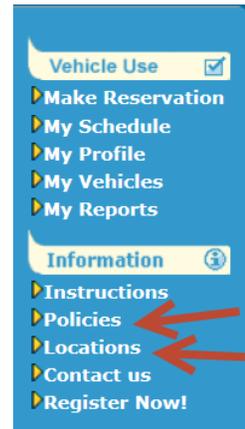
Ability to link to FDOT web pages with Department policy information without leaving the fleet management host site

Administrators can configure the system to link to FDOT web pages that include Department policy information. This is done through the configuration screens on the administrative side of the application.

- 5.2 The MPS shall have a configurable navigation system that provides fleet drivers with access to general fleet information related to reservations including, but not limited to:
- a) Access to fleet policies
 - b) Access to motor pool locations
 - c) Access to mileage calculator tool to include linking to external web pages
 - d) Access to documents

Yes – We comply
Comply? (Yes/No)

Our MPS has a configurable navigation system that can be modified by authorized administrative staff. Fleet information such as policies and motor pool locations are generally accessed via the menu items on the left navigation of FleetCommander. The mileage calculator tool can be made available through a variety of places such as the menu (add another item) or even during the process of making a reservation. Documents are generally accessible via a “Documents” link added to the left navigation.

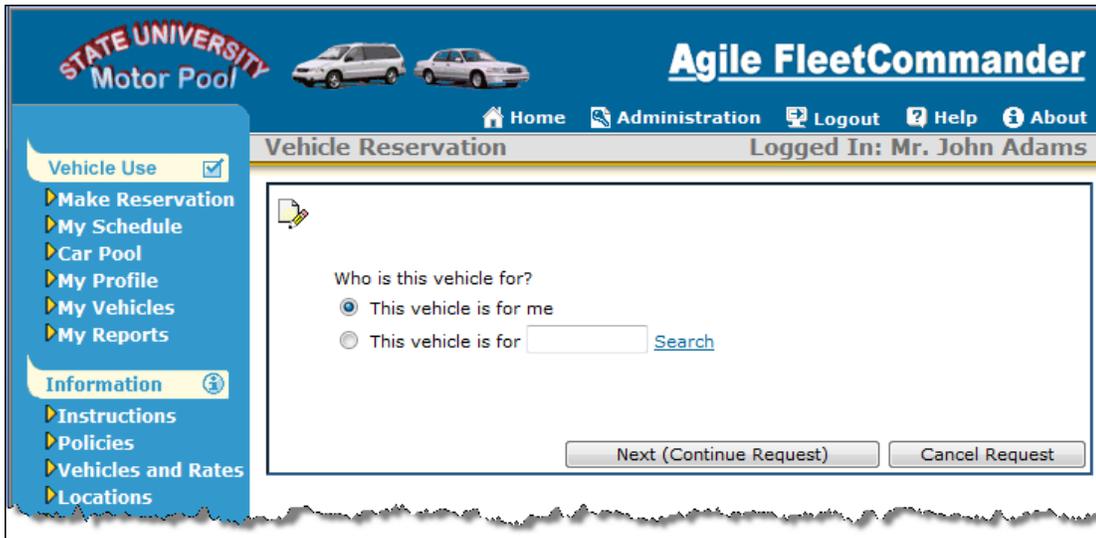


- 5.3 The MPS shall have a method for users to request vehicles. The process shall include, but not be limited to the following capabilities:
- a) The ability to make a reservation for an authorized user or on behalf of another authorized user
 - b) The ability to identify how the vehicle will be used
 - c) The ability to identify the site from which the vehicle will be used
 - d) The ability to modify the reservation form contents based on how the vehicle will be used
 - e) The ability to modify the reservation form contents based on which site the vehicle will be picked up from
 - f) The ability to include custom, administrator defined fields on reservation forms
 - g) The ability for the system to automatically validate data that appears on forms
 - h) The ability for authorized users to select specific vehicles as part of the reservation process

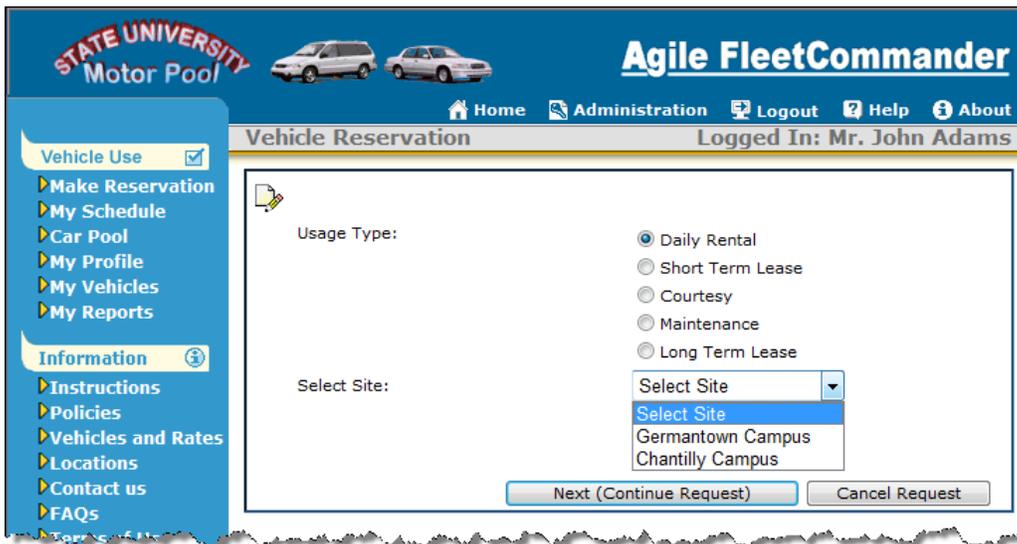
- i) The ability for users to clone reservations in order to increase the speed with which “like” reservations can be made

Yes – We comply
Comply? (Yes/No)

The ability to make a reservation for an authorized user or on behalf of another authorized user
FleetCommander has the ability for people making a reservation to make the reservation for themselves or on behalf of any authorized driver in the system. As reflected in the screenshot below, this is the first prompt during the process of making a reservation.



The ability to identify how the vehicle will be used
The ability to identify the site from which the vehicle will be used
The system has the ability to determine how the vehicle will be used (determined by the FleetCommander Usage Type) as well as which site the vehicle resides at. These prompts are included in the reservation form as shown in the screenshot below.



The ability to modify the reservation form contents based on how the vehicle will be used

The reservation form can be tailored by authorized fleet administrators to change content based on how the vehicle will be used (Usage Type). Tailoring includes determining which fields appear on the form, the format of data that can be entered, which fields are required or not required, etc.

The ability to modify the reservation form contents based on which site the vehicle will be picked up from

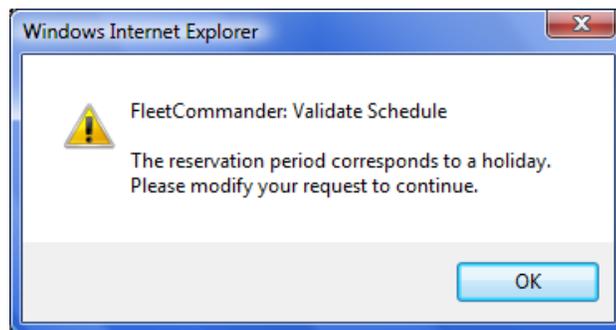
The reservation form can also be tailored by authorized fleet administrators to change content based on which site the vehicle resides at. Tailoring includes determining which fields appear on the form, the format of data that can be entered, which fields are required or not required, etc.

The ability to include custom, administrator defined fields on reservation forms

Up to 20 custom fields, defined by your authorized administrators, can appear on a reservation form.

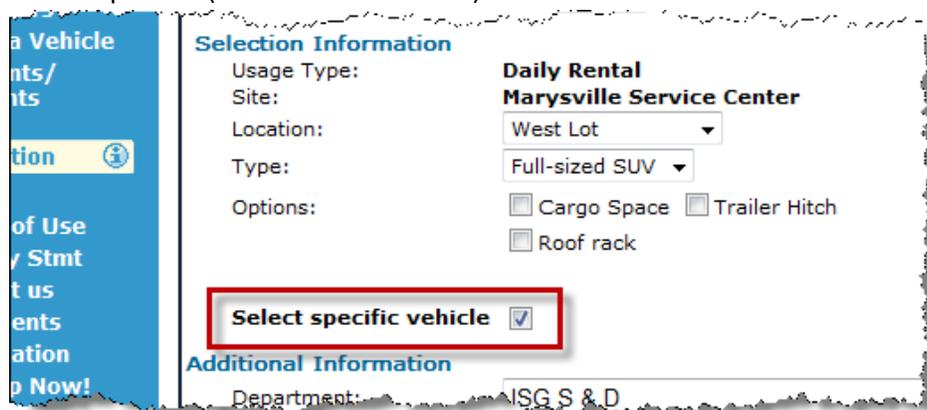
The ability for the system to automatically validate data that appears on forms

The system automatically validates data that appears on forms. Validation includes, but is not limited to ensuring required information is present, ensuring information is in the proper format (e.g. if a number value is requested, it must be a number value answer).



The ability for authorized users to select specific vehicles as part of the reservation process

The system has the capability to allow only authorized users to select a specific vehicle during the reservation process (see screenshot below).



If authorized, a list of specific vehicles is provided during the reservation process to select from.

The ability for users to clone reservations in order to increase the speed with which “like” reservations can be made

There are three methods for submitting a request. The ability to clone a reservation is accessed by clicking on the “Submit and Make Similar Request” button.



The “Submit and Make Similar Request” button acts the same way as the “Submit Request” option and allows the Administrator to make multiple vehicle requests without having to re-enter the same key information. For each request submitted, the Administrator is returned to the “Request Information” form with the fields already populated with the information previously entered. In this way, the Administrator can make changes to the information without going through the entire reservation process from the beginning.

- 5.4 The MPS shall have a method for administrators to request vehicles. The process shall include, but not be limited to the following capabilities:
- a) The ability to make a reservation for an authorized user or on behalf of another authorized user
 - b) The ability to identify how the vehicle will be used
 - c) The ability to identify the site from which the vehicle will be used
 - d) The ability to modify the reservation form contents based on how the vehicle will be used
 - e) The ability to modify the reservation form contents based on which site the vehicle will be picked up from
 - f) The ability to include custom, Administrator defined fields on reservation forms
 - g) The ability for the system to automatically validate data that appears on forms
 - h) The ability for authorized users to select specific vehicles as part of the reservation process
 - i) The ability for users to clone reservations in order to increase the speed with which “like” reservations can be made
 - j) The ability to manually assign a vehicle and approve the request as part of the reservation process
 - k) Ability to gather travel related data: Destination, Site Name, and FDOT Fleet Administrator defined fields

Yes – We comply
Comply? (Yes/No)

The ability to make a reservation for an authorized user or on behalf of another authorized user

The ability to identify how the vehicle will be used

The ability to identify the site from which the vehicle will be used

The ability to modify the reservation form contents based on how the vehicle will be used

The ability to modify the reservation form contents based on which site the vehicle will be picked up from

The ability to include custom, Administrator defined fields on reservation forms

The ability for the system to automatically validate data that appears on forms

The ability for authorized users to select specific vehicles as part of the reservation process
The ability for users to clone reservations in order to increase the speed with which “like” reservations can be made
The ability to manually assign a vehicle and approve the request as part of the reservation process

Each of the requirements above which are specifically addressed for authorized Administrators are met in the exact same way as they are met for authorized users / drivers. These methods are describe in response to the prior requirement, 5.3.

Ability to gather travel related data: Destination, Site Name, and FDOT Fleet Administrator defined fields

Authorized FDOT fleet administrators have the ability to alter the reservation form to collect travel-related data. A sample is provided in the screenshot below. This information can even vary from site to site and based on how the vehicles are to be used.

Additional Information

Office:

Destination:

Est Trip Miles -Use Calculator:

Fuel Pin # Acquired:

Special Requirements (Enter any special use requirements motor pool staff needs to be aware of to assign a vehicle to meet your needs.)

press Shift+Enter to begin a new line

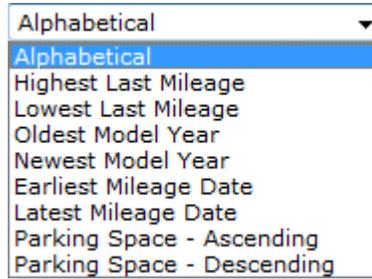
- 5.5 The MPS shall have a method for FDOT Fleet Administrators to assign rules to vehicles that shall consider items including, but not limited to:
- a) Which vehicle was least recently used?
 - b) Which vehicle has the highest or lowest mileage?
 - c) Which vehicles are currently in use?
 - d) Class of vehicle needed to meet the driver needs

Yes – We comply
Comply? (Yes/No)

Which vehicle was least recently used?

Which vehicle has the highest or lowest mileage?

FleetCommander has the capability to assign vehicles to reservations based upon 9 different criteria. The lease recently used (“Earliest Mileage Date”), “Highest Mileage” and “Lowest Mileage” are among those criteria. The other criteria are reflected below.



Which vehicles are currently in use?

FleetCommander always considers which vehicles are in use. No inadvertent double-booking of vehicles will ever occur.

Class of vehicle needed to meet the driver needs

The class of vehicle is considered when assigning vehicles. A type of “Any Type” can be selected when making a reservation if the class really doesn’t matter.

- 5.6 The MPS shall possess reservation rules capabilities including but not limited to:
- a) Provide the ability for the administrator to review a canceled reservation
 - b) Provide the ability for the administrator to define the reservation cancellation reasons
 - c) Provide the ability for the administrator to define weekday, weekend, and holiday operating hours in order to preclude users from making reservations outside of the defined operating hours

Yes – We comply
Comply? (Yes/No)

Provide the ability for the administrator to review a canceled reservation

Filters on the Manage Reservation function and in several reports make it easy to find cancelled reservations. As reflected in the screenshot below, administrators just click on the magnifying glass icon to view more.

Show Only

*Pick-up Between: [] *and: [] *Status: [All Statuses]
 *Return Between: [] *and: [] [Approved]
 [Cancelled]
 [Change Request]

*Driver Username: [] Asset Name: [] *Usage Type: [All Usage Types]
 *Driver Last Name: [] Type: [15-Pass Van] [Daily Rental]
 [3-Psgr 4x4 Pick-up] [Short Term Lease]
 [9 Psgr SUV] [Courtesy]
 [9 Psgr Van] *Site: [Germantown Campus]
 [Chantilly Campus]

*Requestor Username: [] Department: [] *Records Per Page: 75
 *Requestor Last Name: [] Req # or Conf #: [] View

[Save Defaults] [Clear Defaults] [Filter] [Remove Filters]

Status	Request Info	Schedule Information	Req/Conf #	Requestor	Driver	Vehicle Information
Change Request	06/10/2008 12:39:56 pm (Daily Rental)	Pick-up: 06/11/2008 08:00 AM Return: 06/11/2008 05:00 PM Duration: 9 hours	R001069 Request ID	Username: whharrison Harrison, William Henry wh_harrison@isp.net	Username: whharrison Harrison, William Henry wh_harrison@isp.net	Requested Site: Germantown Campus Requested Location: (blank) Requested Type: Any
Pending	06/17/2008 12:48:19 pm (Short Term Lease)	Pick-up: 06/17/2008 09:30 AM Return: 06/19/2008 03:30 PM Duration: 2 days 6 hours	R001118 Request ID	Username: jmadison Madison, James jmadison@stateuniv.edu	Username: jmadison Madison, James jmadison@stateuniv.edu	Requested Site: Germantown Campus Requested Location: 240 3rd St. Requested Type: Mid-size
Approved (Late Pickup)	06/13/2008 8:49:51 pm (Daily Rental)	Pick-up: 06/14/2008 08:00 AM Return: 06/14/2008 05:00 PM Duration: 9 hours	100697 Confirmation number	Username: jadams Adams, John 301-555-1212 jadams@stateuniv.edu	Username: jadams Adams, John 301-555-1212 jadams@stateuniv.edu	Vehicle: E20050913B (Ford) Site: Germantown Campus Location: 240 3rd St. Type: Mid-size
Approved	06/16/2008 11:33:02 am (Daily Rental)	Pick-up: 06/17/2008 08:00 AM Return: 06/18/2008 04:15 PM Duration: 1 day 8 hours 15 minutes	100700 Confirmation number	Username: ajackson Jackson, Andrew 445-677-1212 ajackson@stateuniv.edu	Username: ajackson Jackson, Andrew 445-677-1212 ajackson@stateuniv.edu	Vehicle: CGP9680 (Dodge) Site: Chantilly Campus Location: Chantilly Garage Type: Mid-size
Completed	06/16/2008 11:29:37 am (Daily Rental)	Pick-up: 06/16/2008 12:03 PM Return: 06/16/2008 12:03 PM Duration:	100699 Confirmation number	Username: jtyler Tyler, John 991-212-5555 jtyler@stateuniv.edu	Username: jtyler Tyler, John 991-212-5555 jtyler@stateuniv.edu	Vehicle: E20050913B (Ford) Site: Germantown Campus Location: 240 3rd St. Type: Mid-size
Cancelled	06/16/2008 12:44:52 pm (Daily Rental)	Pick-up: 06/17/2008 01:00 PM Return: 06/24/2008 02:00 PM Duration: 7 days 1 hour	R001117 Request ID	Username: htaft Taft, Howard 301-555-1212 htaft@stateuniv.edu	Username: htaft Taft, Howard 301-555-1212 htaft@stateuniv.edu	Requested Site: Germantown Campus Requested Location: (blank) Requested Type: Mid-size

Provide the ability for the administrator to define the reservation cancellation reasons. Cancellation reasons, aka "Cancellation Types," are defined by authorized administrative staff. To define a new Cancellation Type, just click on the "Add a New Cancellation Type" button.

STATE UNIVERSITY Motor Pool Agile RFP

Manage Reports Tools Configure Home

Cancellation Types Logged

Add a New Cancellation Type >>>

Displaying item(s) 1 - 8 of 8
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Records Per Page: 20

	Cancellation Type Name	Description	Sort Order	Turned Down	No-show	Active
	Duplicate Request	A driver inadvertently...	70			✓
	Ineligible Driver	Improper credentials	40			✓
	No Vehicle Available	A vehicle was not avai...	20	✓		✓
	No vehicles match requ...	No vehicle matching th...	30	✓		✓
	Trip Cancelled	Trip Cancelled	10			✓
	Using Personal Vehicle	By driver's choice...	60			✓

Provide the ability for the administrator to define weekday, weekend, and holiday operating hours in order to preclude users from making reservations outside of the defined operating hours. The Administrator can establish when reservations can begin and end during a weekday, weekend day, or holiday. Screenshots depicting the ability to do this are reflected below.

Week day / Weekend

	Site	Day	Resv. Start Between	Resv. End Between
	Chantilly Campus	Sunday	12:01 AM - 11:59 PM	12:00 AM - 11:59 PM
	Chantilly Campus	Monday	7:30 AM - 5:30 PM	7:30 AM - 5:30 PM
	Chantilly Campus	Tuesday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Chantilly Campus	Wednesday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Chantilly Campus	Thursday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Chantilly Campus	Friday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Chantilly Campus	Saturday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Germantown Campus	Sunday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Germantown Campus	Monday	12:02 AM - 11:59 PM	12:00 AM - 11:59 PM
	Germantown Campus	Tuesday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Germantown Campus	Wednesday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Germantown Campus	Thursday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Germantown Campus	Friday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Germantown Campus	Saturday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Takoma Park Campus	Sunday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM
	Takoma Park Campus	Monday	12:00 AM - 11:59 PM	12:00 AM - 11:59 PM

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To adjust the times, click on the pencil icon next to the desired site and day to edit. The timeframes for operating hours will appear.

Site:	Chantilly Campus						
Day of week:	Tuesday						
Reservation Start Between:	12	00	AM	and	11	59	PM
Reservation End Between:	12	00	AM	and	11	59	PM
				<input type="button" value="Cancel"/>		<input type="button" value="Save"/>	

Holiday

ID: <input type="text"/> <input type="button" value="Add"/> <input type="button" value="View"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/> Page 1 of 1				
	ID	Dates	Description	Show
	4	11/24/2005	Thanksgiving	✓
	5	11/25/2005	Thanksgiving	✓
	6	12/26/2005	Christmas	✓
	7	1/2/2006	New Years	✓
	8	1/16/2006	Martin Luther King	✓
	9	2/20/2006	Presidents Day	✓
	10	5/29/2006	Memorial Day	✓
	11	7/4/2006	Independence Day	✓
	12	9/4/2006	Labor Day	✓

- 5.7 The MPS shall have a method for communicating reservation status to affected users, including but not limited to:
- a) The ability to send a configurable email upon submittal of a reservation to the person making the request, the driver, the driver’s supervisor, and others
 - b) The ability to send a configurable email upon approval of a reservation to the person making the request, the driver, the driver’s supervisor, and others
 - c) The ability to send a configurable email upon cancellation of a reservation to the person making the request, the driver, the driver’s supervisor, and others
 - d) The ability to send a configurable email upon modification of a reservation to the person making the request, the driver, the driver’s supervisor, and others
 - e) The ability to accommodate overlapping reservations, with the capability to allow for a long duration reservation for a vehicle as well as shorter duration reservations that may overlap the same time period with FDOT Fleet Administrator approval

Yes – We comply
Comply? (Yes/No)

The ability to send a configurable email upon submittal of a reservation to the person making the request, the driver, the driver’s supervisor, and others

The ability to send a configurable email upon approval of a reservation to the person making the request, the driver, the driver’s supervisor, and others

The ability to send a configurable email upon cancellation of a reservation to the person making the request, the driver, the driver’s supervisor, and others

The ability to send a configurable email upon modification of a reservation to the person making the request, the driver, the driver’s supervisor, and others

Each of the above Email-related requirements is met in FleetCommander. In fact, they can be configured differently for each user of the system if desired.

The ability to accommodate overlapping reservations, with the capability to allow for a long duration reservation for a vehicle as well as shorter duration reservations that may overlap the same time period with FDOT Fleet Administrator approval

Authorized administrators can configure the “Overlap” capability by simply checking one box.

Allow Overlap: (allow asset use period to overlap with use periods from other usage types)

6.0 Fuel Management:

6.1 The MPS shall have fuel management capabilities including, but not limited to:

- a) The ability to require at check in that users enter fuel related data; mileage, vehicle fuel level
- b) The ability to add comments about other charges (e.g. oil, other maintenance) made on that vehicles with the fuel card

Yes – We comply
Comply? (Yes/No)

The ability to require at check in that users enter fuel related data; mileage, vehicle fuel level

The system is capable of collecting mileage and fuel level at check-in. Mileage data can be required. Fuel data is not required.

Vehicle Information	<div style="border: 2px solid blue; padding: 2px; display: inline-block;">KW6942</div>	
Vehicle Name:	Accord 10 WT	License Number
Parking Space:	<input type="text"/>	Fuel In: E <input type="radio"/> - <input type="radio"/> - <input type="radio"/> - <input checked="" type="radio"/> F
Description:	2009, White, Honda, Accord	Mileage Out: 4530
Vehicle Condition:	Dent on right front quarter panel.	Mileage In: <input type="text"/>

The ability to add comments about other charges (e.g. oil, other maintenance) made on that vehicles with the fuel card

The comments field on the kiosk check in page can be used to record comments about other charges made on the vehicle’s fuel card.

7.0 Maintenance Management:

7.1 The MPS shall have vehicle maintenance module with capabilities including, but not limited to:

- a) The ability to track vehicle recalls
- b) The ability to track warranty repair work
- c) The ability to automatic reminders for preventive maintenance service
- d) The ability to provide a comment section

- e) The ability to retain maintenance schedules
- f) The ability to attach files to maintenance files

No – We do not comply with all requirements
(Yes/**No**)

Of the 6 requirements in this section, we comply with 5 requirements within the maintenance module. Note that the sixth requirement can be met using a different function within FleetCommander.

The ability to track vehicle recalls

Vehicle recalls are not specifically tracked within FleetCommander; however, recall information and recall work can be recorded in several places within FleetCommander, including on Work Orders and in the vehicle’s profile. When an occasion such as a recall for a certain make, model, and year occurs, it is easy to find all affected vehicles within FleetCommander using the filters on the Manage Vehicles function.

The ability to track warranty repair work

Warranty repair work can be recorded in the Work Order comments section. All past history of work, e.g. warranty repairs, can be viewed when opening a Work order by clicking on the history link.

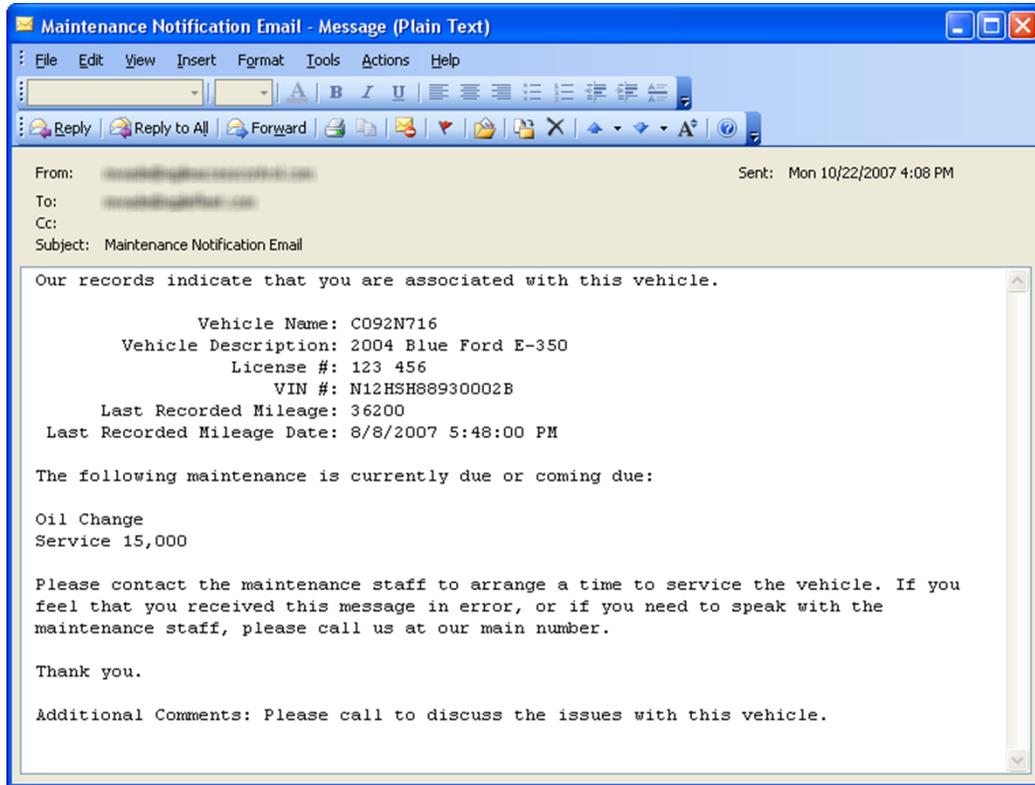
The ability to automatic reminders for preventive maintenance service

There are several features related to automatic reminders for preventive maintenance. Reminders automatically show up on the Maintenance Dashboard and on the Manage Maintenance function. A sample of the reminders on the dashboard is shown below.



Maintenance Activity	
Tasks Near Due/Overdue:	
Overdue by Date	12
Overdue in Miles	18
Due This Week	5
Due Next Week	1
Due Week after Next	7

Automated preventive maintenance reminders can be sent. A sample is shown below.



The ability to provide a comment section

A comments section is included on each Work Order.

The ability to retain maintenance schedules

Maintenance schedule are retained for all vehicles that have a maintenance plan assigned to them. Authorized fleet staff define and assign maintenance plans.

The ability to attach files to maintenance files

NOTE: We may not meet this requirement exactly as desired.

FleetCommander includes the ability to attach files to a vehicle's profile. At this time, we cannot attach files to Work Orders (Which is the intended requirement). This feature will be added in the future at no cost to the Department.

8.0 **Reports:**

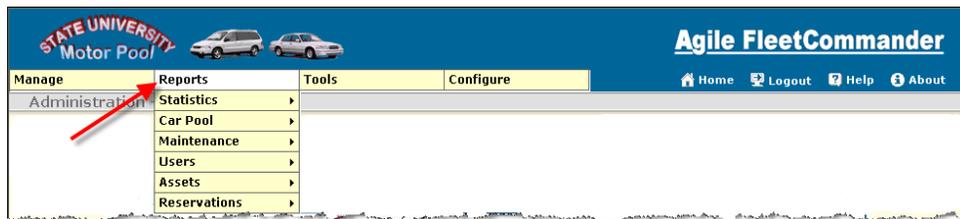
8.1 The MPS shall have list form reporting capabilities including, but not limited to:

- a) The ability to provide User/Driver Reports
- b) The ability to provide Summary reports
- c) The ability to provide Details reports that shows all details for each authorized user
- d) The ability to provide driver eligibility reports that highlights driver's training
- e) The ability to provide Summary report that provides vehicle inventory information

- f) The ability to provide details report that shows all details for each vehicle
- g) The ability to provide all vehicle data in Excel file format
- h) The ability to provide listings of vehicles leaving and returning for a given time period or site
- i) The ability to provide summary of reservations by date or month
- j) The ability to provide details report that shows all details for each reservation
- k) The ability to provide summary list of completed reservations
- l) The ability to provide detailed report for each reservation cancellation
- m) The ability to provide Summation of reservation data by usage by users
- n) The ability to provide summaries of abuses such as late returns
- o) The ability to provide utilization report by motor pool site location
- p) The ability to provide utilization report by vehicle type
- q) The ability to provide utilization report by capacity versus demand
- r) The ability to provide Report which identifies over / underutilized vehicles based on miles and days used

Yes – We comply
Comply? (Yes/No)

All of the above capabilities exist in one or more reports in FleetCommander. A variety of reports is available to assist administrators with the management of the fleet. The reports can be accessed via the “Reports” menu drop-down. The reports are broken out into six sections as reflected in the menu item below.



The table below reflects the requirement and the report in which the desired information can be found.

Requirement	Report[s] which fulfill the requirement
<i>The ability to provide User/Driver Reports</i>	User Summary Report, User Detail Report, User Details Extra, Driver Eligibility, Driver License Currency, User Citations
<i>The ability to provide Summary reports</i>	User Summary, Department Summary, Statistics Summary, Asset / Vehicle Summary, Reservation Summary
<i>The ability to provide Details reports that shows all details for each authorized user</i>	User Detail, User Details Extra
<i>The ability to provide driver eligibility</i>	Driver Eligibility

Requirement	Report[s] which fulfill the requirement
<i>reports that highlights driver's training</i>	
<i>The ability to provide Summary report that provides vehicle inventory information</i>	Asset / Vehicle Summary
<i>The ability to provide details report that shows all details for each vehicle</i>	Asset Details, Asset Data Dump
<i>The ability to provide all vehicle data in Excel file format</i>	All summary list reports export to Excel
<i>The ability to provide listings of vehicles leaving and returning for a given time period or site</i>	Reservation Summary, Asset In/Out, Completed Reservation Summary
<i>The ability to provide summary of reservations by date or month</i>	Reservation Summary, Completed Reservation Summary
<i>The ability to provide details report that shows all details for each reservation</i>	Reservation Details, Reservation Details Extra
<i>The ability to provide summary list of completed reservations</i>	Completed Reservation Summary
<i>The ability to provide detailed report for each reservation cancelation</i>	Reservation Cancellations
<i>The ability to provide Summation of reservation data by usage by users</i>	Reservation Summary, Completed Reservations Summary,
<i>The ability to provide summaries of abuses such as late returns</i>	Late Return Report
<i>The ability to provide utilization report by motor pool site location</i>	Vehicle Usage, Vehicle Usage, Motor Pool Utilization, Vehicle Demand
<i>The ability to provide utilization report by vehicle type</i>	Motor Pool Utilization By Type
<i>The ability to provide utilization report by capacity versus demand</i>	Vehicle Demand
<i>The ability to provide Report which identifies over / underutilized vehicles based on miles and days used</i>	Aging by Miles, Aging by Time

9.0 Scalability:

9.1 The MPS shall be capable of being modified to accommodate future fleet needs, including, but not limited to:

- a) The ability to add, update and modify data requirements and report outputs
- b) The ability to Import and / or export data from / to other database

Yes – We comply
Comply? (Yes/No)

The ability to add, update and modify data requirements and report outputs

The system, as delivered, includes more than fifty (50) custom fields that can be added in addition to the hundreds of configuration options that also exist in the system. Reports for system data such as vehicles, users, and reservations, include what we call "Data Dump Reports." These report outputs include all data fields exportable to Excel for data mining purposes. As FleetCommander is enhanced, and new data fields are added to the system, these are added to our data dump output reports.

The ability to Import and / or export data from / to other database

We have more than 100 interfaces to external systems. Data is either export to, or imported from these systems using FleetCommander's user interface or via scheduled tasks running in the background. New system interfaces are tackled via our Change Request process.

10.0 Licensing & Hosting:

10.1 The MPS shall have perpetual licensing of the fleet vehicles, trailers and vessels being managed by the software, to include, but not limited to:

- a) The ability to add driver and administrator access without additional licensing cost
- b) The ability to be hosted by or through the software company

Yes – We comply
Comply? (Yes/No)

The ability to add driver and administrator access without additional licensing cost

An unlimited number of drivers and administrators can be granted access without additional licensing costs.

The ability to be hosted by or through the software company

The solution can be hosted by the Department. The proposed solution will be hosted by Agile.

11.0 Technical Support:

11.1 The Vendor shall provide technical support available for administrators to include, but not limited to:

- a) The ability to provide toll free technical support and advice
- b) The ability to coordinate the solution of problems; control, manage and trouble shoot the software systems and conduct logical operating system fault monitoring
- c) The ability to provide customer service and support of new or existing customer information
- d) The ability to provide annual maintenance of the installed systems to include routine maintenance and urgent maintenance

Yes – We comply
Comply? (Yes/No)

The ability to provide toll free technical support and advice

Toll-free technical support and advice is available via 866-539-2668. Our phone routing system will route calls to the best available support rep to meet your needs.

The ability to coordinate the solution of problems; control, manage and trouble shoot the software systems and conduct logical operating system fault monitoring

We have the staff and the supporting tools to coordination resolution of problems and assist in keeping your site up and running at 100%. To aid our team, we have a help desk system, a work tracking system, a centralized Email address & phone number, web conferencing tools, monitoring tools, and more.

The ability to provide customer service and support of new or existing customer information

Toll-free technical support / customer service is available via 866-539-2668. Our phone routing system will route calls to the best available support rep to meet your needs.

The ability to provide annual maintenance of the installed systems to include routine maintenance and urgent maintenance

Regular updates, and emergency fixes as desired, are provided as part of the standard maintenance and technical support agreement.

12.0 Software Setup:

12.1 The Vendor shall setup the MPS including, but not limited to:

- a) The ability to setup the FDOT vendor hosted fleet management web site
- b) The ability to upload current MS Excel data to setup fleet and initial user profiles
- c) The ability to ensure that the FDOT Administrators have adequate training to efficiently utilize the MPS audits features also, provide printed administration reference

Yes – We comply
Comply? (Yes/No)

The ability to setup the FDOT vendor hosted fleet management web site

We do the entire setup in our secure, fault-tolerant, hosted facility.

The ability to upload current MS Excel data to setup fleet and initial user profiles

At our project kick-off meeting, we will provide you with our data import templates in MS Excel format. These are used for the Department to collect data to provide to our team for importing. Data typically includes user profiles, vehicle data, and department data.

The ability to ensure that the FDOT Administrators have adequate training to efficiently utilize the MPS audits features also, provide printed administration reference

Your staff will receive more than adequate training on the MPS, including audit features. Administration manuals and other relevant information will be provided to you via our secure customer portal.

13.0 **Quality Assurance/Testing:**

The Vendor shall implement an overall Quality Assurance (QA) plan for the project lifecycle. The Vendor MPS shall provide adequate confidence that the MPS implementation process and the maintenance process of the MPS conforms to established functional and technical requirements. The Vendor shall conduct testing of the MPS in a realistic environment similar to the production environment. The Vendor shall develop a schedule for testing, test methodology; conduct internal and external testing, bug reporting, tracking, and a confirmation of fixes.

Yes – We comply
Comply? (Yes/No)

We fully comply with the intent of the requirement as written. We take great pride in our test program and in the reliability of our system. Our development environment is 100% separated from our test environment which is separated from our production environment. Note that our development and test environments operate on the exact same type of servers as our production environment. We have a robust test program that includes unit, system, and full-regression testing. We also have a help desk system (with tracking) and a bug reporting and tracking system. All are used during our internal and external testing. Note that we also send our software to an independent, third party for security testing.

14.0 **Operational Support:**

The Vendor shall provide maintenance and support of the MPS. Maintenance includes, but is not limited to, operations, monitoring of application/system software operations, routine/high priority system problem identification and high priority corrective action. The Vendor shall ensure 24/7/365 available access to the system hosted on their servers.

Yes – We comply
Comply? (Yes/No)

All FleetCommander customers that are under a maintenance and technical support contract receive all enhancements and fixes on a routine basis. All of these upgrades are provided by Agile's system administrative staff at no cost to the Department.

Our highly available system is monitored 24 x 7 using multiple monitoring tools. The system has historically maintained an availability rate exceeding 99.95%. In fact, we had 100% up-time (no unscheduled downtime) for more than four (4) years consecutive.

Should there be any issues perceived by the Department, they may call our central toll-free phone number or Email our centralized help desk. Our robust phone and Email routing system ensure the most appropriate member of the team will respond to your needs. Should the need arise, problems are logged in our Help Desk ticketing. Problems to be escalated beyond our Level 2 support team are entered in to our work tracking system as well. All items from our Help Desk ticketing system are automatically, and instantly, sent to our CRM to provide visibility of any issues to your account manager.

15.0 Software Support:

The Vendor shall provide support for MPS to include, but not limited to, evaluating current operational MPS for enhancements, installing and maintaining MPS upgrades or modifications. The Vendor shall ensure that upgrade/modifications of the MPS are stable and backup data is maintained.

Yes – We comply
Comply? (Yes/No)

We are confident our software support will exceed your expectations. More than 125 different organizations ranging from Federal to state to county to city governments, universities, utility companies, and commercial interests are using the same version (you have your own copy) of FleetCommander that you are using. Rest assured, it is tested. In fact, it takes our test team nearly five weeks to fully test a new release.

Backup data is archived off-site daily

16.0 Data Rights:

The Vendor shall guarantee that the data is secure and never shared or sold to anyone outside of the FDOT without written authorization from the FDOT. The FDOT's rights include the right to use, disclose, reproduce, FDOT derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so, but not limited to permissible uses including providing data to another agency, Vendor, general public and may post and or repost data to public Internet and FDOT Intranet sites. The FDOT retains unlimited data rights.

Yes – We comply
Comply? (Yes/No)

Understood and agreed to.

17.0 Administrator Training:

The Vendor shall provide comprehensive administrator training. This training shall be for FDOT Administrators to efficiently operate the MPS. Offsite administrator support shall be available to FDOT administrators for the life of the system software. The Vendor shall ensure that FDOT administrators are provided with printed instruction on how to utilize, troubleshoot and maintain the administrator functions within the system. The Vendor shall also notify the FDOT prior to any MPS changes or modifications to include providing printed notification of changes.

Yes – We comply
Comply? (Yes/No)

A full description of training is provided in our technical proposal, sections 2 and 4. We will ensure all FDOT Administrators are well aware of how to operate the MPS. Need help? Just call our centralized toll-free number (866-539-2668) or Email our centralized email address (FCsupport@AgileFleet.com). Manuals, including release notes for new software, are included on our customer portal for downloading. Notification of pending releases and copies of release notes describing the changes are provided well in advance of system changes.

19.0 Key Control Device:

- 19.1 The Vendor shall include Key Control Devices (KDC) including, but not limited to:
- The KCD must have a minimum of fifty keys (50) expandable up to sixty (60), that securely stores keys and releases them for valid reservation holders
 - The KCD must remain securely locked in the event of a power failure or system failure by having a battery backup system
 - The KCD must have a manual access method that can be used in the event of a system failure or power failure
 - The KCD must operate using standard building service commercial AC power
 - The KCD must provide a status / condition report to the administrator when in a fail mode
 - System Administrators must be able to access the KCD without a reservation
 - The interface for users to the KCD must be browser-based. Microsoft's Internet Explorer 10.0 or higher is preferred
 - The login for users to the KCD must employ the user's username and password that is employed in the other parts of the Vendor MPS.

Yes – We comply
Comply? (Yes/No)

The KCD must have a minimum of fifty keys (50) expandable up to sixty (60), that securely stores keys and releases them for valid reservation holders

A KCD capable of securing 64 keys is proposed. The unit securely stores keys and releases them only for valid reservation holders and for authorized administrators.



64-Key Key Control Device

(Shown without door)

Width: 28" (+28" of door swing to the left)
Height: 28"
Depth: 6"
Weight: 95 pounds

The KCD must remain securely locked in the event of a power failure or system failure by having a battery backup system

The KCD "Fails safe." That is, it remains securely locked in the event of a power failure or system failure. There is a battery backup system. Even if the battery runs out, the system remains locked. In that event, it could be unlocked by authorized staff with a manual key.

The KCD must have a manual access method that can be used in the event of a system failure or power failure

There is a battery backup system. Even if the battery runs out, the system remains locked. In that event, it could be unlocked by authorized staff with a manual key.

The KCD must operate using standard building service commercial AC power

The KCD uses standard building power. It can get the power directly to a junction box or the unit can be plugged in to a wall. As responses to RFP questions indicate we may be asked to install the units, and we are not inclined to contract with on-site electricians to plug into junction boxes, we have proposed using standard wall power outlets as the source of power.

The KCD must provide a status / condition report to the administrator when in a fail mode

A status / condition report of the KCD is available via the Kiosk Dashboard. To further check status of the KCD, authorized administrators can access a mini web site located within the KCD to view detailed status.

System Administrators must be able to access the KCD without a reservation

Authorized system administrators can access the KCD without a reservation using the kiosk's "Assigned Keys" function, by interacting with the keypad on the KCD, or by using a manual key to gain entry to the KCD.

The interface for users to the KCD must be browser-based. Microsoft's Internet Explorer 10.0 or higher is preferred

The kiosk interface to the KCD is browser-based and can accommodate Internet Explorer 10.0 or higher.

The login for users to the KCD must employ the user's username and password that is employed in the other parts of the Vendor MPS.

The KCD login employs the user's username and password used in other parts of the MPS. No unique reservation ID or transaction number is required.

19.2 The interface for users to the KCD must be user friendly. That is, the monitor screen must be at a minimum 17 inches diagonal with a wall mount that can be tilted for ease of use.

Yes – We comply
Comply? (Yes/No)

Our touch-screen kiosk meets the stated requirement. Shown below is the mount capable of tilting for easy-of-use.



19.3 The user interface to the KCD must provide a full QWERTY keyboard either physically or onscreen.

Yes – We comply
Comply? (Yes/No)

An on-screen QWERTY keyboard is proposed.

19.4 The KCD should have a feature that allows designated users (set by the System Administrator) the ability to access keys of unreserved vehicles and automatically reserve the corresponding vehicle directly from the KCD (Grab and Go feature).

Yes – We comply
Comply? (Yes/No)

This capability exists and can be turned on and off for each individual user in the system if desired.

19.5 The KCD should have an alarm system that will audibly alert administrators if the KCD is left open.

Yes – We comply
Comply? (Yes/No)

19.6 The MPS should restrict the pickup of keys at the KCD to a window of time, preset by the system administrator, and prior to the reservation time (Example: allow key pickup starting at 08:30 AM for reservations at 09:00 AM)

Yes – We comply
Comply? (Yes/No)

The KCD can limit pickup times to the times configured by your administrative staff. Configuring times and holidays is provided above in response to Requirement #5.6.

19.7 The MPS shall track reservation and key status (i.e., keys not returned on time, reserved car not picked up, etc.) in real time as well as time stamp key pickup and key drop off.

Yes – We comply
Comply? (Yes/No)

The KCD can limit pickup times to the times configured by your administrative staff. Configuring times and holidays is provided above in response to Requirement #5.6.

19.8 The MPS shall be capable of tracking vehicle mileage through manual input by the user returning the keys or by a wireless device.

Yes – We comply
Comply? (Yes/No)

The MPS is flexible with respect to how mileage data can be entered in to the system. Manual input at the kiosk, manual input by fleet staff, or automated interfaces with wireless or cellular devices can all update reservation and vehicle odometer information. The wireless device or cellular device have the benefit of eliminating human error. The automated means do, at times, need to keep up with the technology changes on the vehicle's On Board Diagnostic (OBD) port and periodically new hybrid or all battery vehicles may create challenges. These are overcome, over time, by updating firmware in the wireless or cellular devices.

20.0 **Wireless Device:**

20.1 The Vendor shall provide a wireless device capable of communication with the KCD via a secure wireless access point to report vehicle data including but not limited to:

- a) Vehicle odometer
- b) Vehicle fuel level
- c) Vehicle engine diagnostics
- d) Trip detail report

Yes – We comply
Comply? (Yes/No)

Vehicle odometer

Vehicle odometer data is available via the wireless device. Odometer data is transmitted to the MPS after turning the car off when the vehicle is within range of the wireless access point.

Vehicle fuel level

Fuel data, when available from a vehicle's OBD port, is presented in the Trip Detail Report.

Vehicle engine diagnostics

Diagnostic data available via the OBD port is presented in the Diagnostic Trouble Code (DTC) Detail Report.

DTC Detail Report

Agile Dev
24000 Dev Parkway
Chantilly, VA 20151

Vehicle Name	Type	Site	DTC	DTC Date
3A049126	Sedan (4dr)	Marysville Service Center	P0410	08/31/2015 01:48 PM
BULTESTVEH	Compact SUV	Anna' SVC -3	P0410	08/31/2015 01:48 PM
EIU - 0013a20040ab3d60	Sedan (4dr)	Test - UDC TEST SITE	B0200	07/05/2014 10:14 AM
EIU - 0013a20040ab3d60	Sedan (4dr)	Test - UDC TEST SITE	B0200	07/05/2014 10:14 AM
EIU - 0013a20040ab3d60	Sedan (4dr)	Test - UDC TEST SITE	C0300	07/05/2014 10:14 AM

Trip detail report

The Trip Detail Report shows information retrieved via the wireless access point.

Trip Detail Report

Agile Dev
24000 Dev Parkway
Chantilly, VA 20151

Primary Phone: 408 213-9555
Secondary Phone: 888-424-9355
Fax: 408 213-9555

Vehicle Name	Asset Type	Owner User	Owner Dept.	Resp. User	Resp. Dept.	Site	Date Added	Start Date	End Date	Distance	Duration (Min.)	Max Speed	Avg. Speed	Max RPM	Avg. RPM	Max Accel	Max Decel
Sonata	Sedan (4dr)			James Monroe		Marysville Service Center	07/19/2012 09:01 AM	07/19/2012 08:58 AM	07/19/2012 09:01 AM	0.6	3.2	41	12	2,938	1,268	0.41	0.33

20.3 The wireless device must install by plugging into the vehicle's OBD II port.

Yes – We comply
Comply? (Yes/No)

The UDC plugs in to the vehicle's OBD Data Link Connector port and sends vehicle and trip information to FleetCommander via the Access Point.



20.4 The wireless access point must be rugged enough for outdoor or indoors installation.

Yes – We comply
Comply? (Yes/No)

The AP's are rugged enough for outdoor installation. A different Access Point is used for indoors installations.

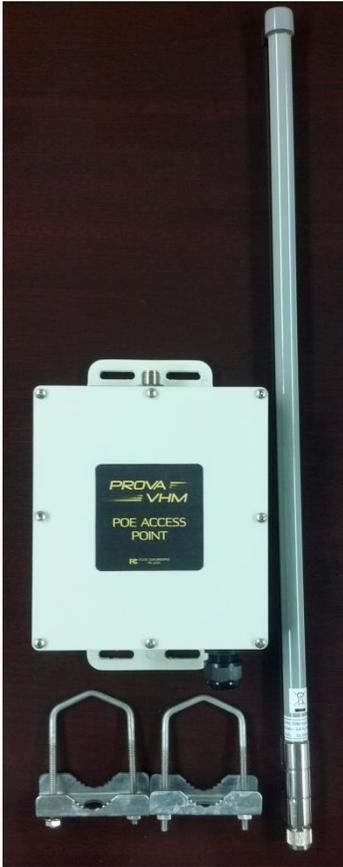


Image of an AP with omnidirectional antenna



Image of an AP with directional antenna

21.0 As part of the contract, the Vendor must include a system diagram for all required equipment for a typical installation. The Vendor must include specifications detailing such items as the dimensions, access requirements (front and rear), power access point, maximum distance for connections, etc. for all components.

Yes – We comply
Comply? (Yes/No)

RESPONSE:

Installing the Key Control Device and Kiosk

Installing the key boxes and the kiosk is straightforward. In practice, nearly 100% of FleetCommander customers install the hardware components themselves. Florida DOT, for their initial self-service motor pool sites in Tallahassee, chose to install their own devices. The installation was straightforward. The Department installation at the Rhyne building is reflected in the pictures below.



Self-service motor pool at FDOT in Tallahassee, FL



Monitor (tilted right)

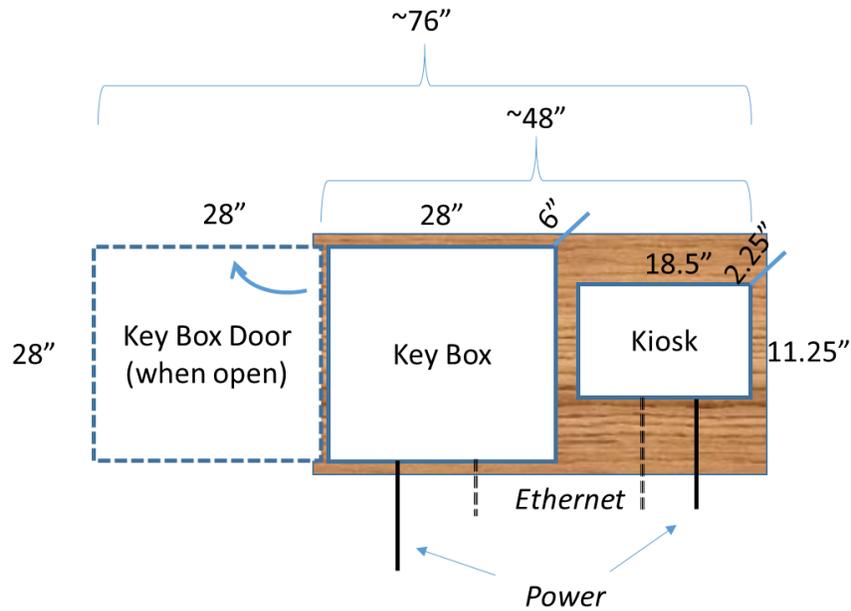


Monitor (tilted down)

FDOT in Tallahassee determined that a tilt-mount on their monitor met the needs of their drivers the best. In fact, it was feedback collected from FleetCommander's on-line survey tool that encouraged FDOT to switch from a fixed mount monitor bracket to a tilting bracket.

Two 120V outlets (one for the key control system and one for the kiosk) and two Ethernet connections (one for the key control system and one for the kiosk) are required. The KCD can be installed directly on a wall or on a sheet of ½" thick plywood that has been attached to the wall. The power and Ethernet can be run out the back, the top, or the sides of the key control system chassis. A hole will need to be drilled to allow the wire to enter the key control system. If the hole's location is understood at the time of ordering the KCD, Agile will ensure it is drilled before shipping to the Department. KCD access is from the front. The only maximum distance for connections is for Ethernet. That maximum exceeds 300'.

A diagram reflecting placement of the KCD to the left of the kiosk is provided below. Also reflected are the power and network requirements.



Our implementation team will review your installation requirements during the kick-off meeting. A solid mounting surface is key.

Network Requirements

Key Control System

1. One Ethernet drop
2. Static, externally-facing IP address
3. FleetCommander will need to communicate with the key control system over ports 80 and 1010 from IP addresses that will be supplied during the initial implementation meeting

Kiosk

1. One Ethernet drop
2. Does not require a dedicated IP address. You can assign the kiosk IP address or use DHCP.

Power Requirements

Key Control System

1. A dedicated circuit is recommended. If your power does not meet standards, then it may be necessary to condition it.
2. Power line may be terminated within the junction box of the KCD if desired or a standard wall outlet can be used.
3. Power requirements: 120 VAC, 2.5 Amps, 300 Watts, 50–60 Hz.

Kiosk

1. Standard wall outlet w/ 120 VAC

21.1 The Vendor must provide a list of any other types of accommodations that are required of the purchaser for this specific type of equipment (shelters, connections, mounting surface, etc.). This information will assist the purchaser with planning the installation of equipment.

Yes – We comply
Comply? (Yes/No)

Other types of accommodations that may be considered include:

1. **OUTDOOR CONSIDERATIONS:** If self-service motor pool units are to be installed outdoors, it is required that equipment be protected from the elements and slightly different equipment be used to fulfill the requirements. The major changes include:

- A metal, outdoor enclosure is used to protect the unit from the elements and to provide an HVAC capability.
- An outdoor, ruggedized kiosk is used in lieu of the standard kiosk.

Note: As the pricing format for this RFP did not accommodate the inclusion of alternative configurations, pricing was not provided for this option.

2. **KCD KEY CAPACITY:** It is quite likely that various size self-service motor pools would be cost-effective throughout the Department. The RFP only requested pricing for one-size of KCD. Many other sizes and form factors of KCD are available.

Note: As the pricing format for this RFP did not accommodate the inclusion of alternative configurations, pricing was not provided for this option.

3. **POWER CONSIDERATIONS:** There are several options for terminating power. Power can be run directly in to the KCD and terminated therein in the junction supplied with the KCD.
4. **WIRELESS ACCESS POINTS:** If the wireless access points are used, they must be mounted outdoors within a maximum of 600' of the vehicles parking location. Pole mount or wall-mount options are the most common. A site survey will be used to determine the best type of antenna and wireless access point to be used.
5. **KCD CONSUMABLES:** Keys are held in the KCD using tamper-proof rings. As vehicles or keys are replaced over time, additional key rings may be required.

Note: As the pricing format for this RFP did not accommodate the inclusion of consumables, pricing was not provided for this option.

22.0 Warranty:

22.1 The Vendor will provide vehicle wireless device, wireless access point, installation and training of Service Vehicle staff on MPS and components. New hardware, purchased under this contract, shall have a contract lifetime warranty. Replacement equipment shall be new, unused and not be manufactured longer than twelve (12) months prior to distribution. This will ensure the FDOT has the newest and most technically advanced equipment provided by the contract vendor. The FDOT will retain the ability to install the contract equipment at its convenience and by its personnel without any limitations by the awarded vendor. Since the FDOT expects the vendor to provide adequate installation training, equipment warranties shall not be voided when the equipment is installed by FDOT personnel. The FDOT does not expect the guaranteed warranties to include items such as intentional misuse, abuse, or accident.

Yes – We comply
Comply? (Yes/No)

All equipment is under warranty (mostly Year 1) or maintenance and tech support agreement throughout the term of the contract. Pricing was provided in the price proposal in the format specified if any costs apply. All replacement parts are new / unused.

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide **Self-Serve Motor Pool System to FDOT District Offices and other State Agencies as needed**. It is anticipated that the term of the contract will begin on the date the successful proposer(s) is approved for award and will expire **three (3) years** from that date.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions)	10-16-2015	5:00 PM
PROPOSALS DUE, ON OR BEFORE - (Technical and Price Proposal) Florida Department of Transportation Central Procurement Office Greg Hill, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450	10-27-2015	3:00 PM
PUBLIC OPENING (Technical Proposal) - Florida Department of Transportation Central Procurement Office Greg Hill, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450	10-27-2015	3:00 PM
PUBLIC OPENING / MEETING - (Price Proposal and Intended Award) Central Procurement Office Greg Hill, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450	11-09-2015	10:00 AM
POSTING OF INTENDED AWARD	11-09-2015	5:00 PM

3) **AGENDA FOR PUBLIC MEETINGS**

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-15/16-9012-GH:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening meeting for RFP-DOT-15/16-9012-GH:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Announce time and date of Selection/Intended Award decision meeting.
- Adjourn

4) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA’S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

2) **Florida Department of Financial Services (DFS) W-9 INITIATIVE**

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

greg.hill@dot.state.fl.us, or FDOT Procurement Office, Greg Hill, 605 Suwannee St., MS20, Tallahassee, FL 32399.

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the e-mail address above, or FDOT Procurement Office, Greg Hill, 605 Suwannee St., MS20, Tallahassee, FL 32399.

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21***, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in **Exhibit "A", Scope of Services**, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

8) **PRE-PROPOSAL CONFERENCE**: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

9.5 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

No general liability insurance is required.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

For the satisfactory delivery and performance of these commodities and services, the Vendor shall be paid as described in each Purchase Order(s) issued for this solicitation.

14) CONTRACT DOCUMENT

PURCHASE ORDER

The MyFloridaMarketPlace "Purchase Order Terms and Conditions" and the Department's "Purchase Order Terms & Conditions" are attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

RFP responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance

with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I: TECHNICAL PROPOSAL NUMBER RFP-DOT-15/16-9012-GH
(One Separately Sealed Package for **Exhibit "A"** and Technical Proposal)

PART II: PRICE PROPOSAL NUMBER RFP-DOT-15/16-9012-GH
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (1 Original, 4 copies, and a CD or USB flash drive) (Do not include price information in Part I)

The Proposer must submit **one (1) hard copy w/ original signatures, four (4) hard copies, and copy to one (1) CD-ROM or USB flash drive** of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL # RFP-DOT-15/16-9012-GH".

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than five (5) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required.

22.2a **EXHIBIT "A", Scope of Services, Specification Name: Self-Serve Motor Pool System.**

22.3 Price Proposal (Part II) (1 copy)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-15/16-9012-GH". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-(RFP #) - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT EMAIL or FAX)

**FDOT Procurement Office
Attn: Greg Hill
605 Suwannee Street, MS 20
Tallahassee, Florida 32399-0450
Phone #: (850) 414-4482**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be comprised of at least three persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal package: **to include EXHIBIT "A", Scope of Services, Specification Name: Self-Serve Motor Pool System (no points)**. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations

THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

EXHIBIT "A", Scope of Services, Specification Name: Self-Serve Motor Pool System (no point value).

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Executive Summary	15
2. Management Plan	15
3. Technical Plan	50
4. Work Plan	20

b. Price Proposal (20 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\underline{(\text{Low Price} / \text{Proposer's Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}}$$

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic

notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this Provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

A Purchase Order issued by the Department, or a Standard Written Agreement executed by both parties.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) ATTACHED FORMS

- Price Proposal Form
- Exhibit "A", Scope of Services
- Drug-Free Workplace Program Certification (Form 375-040-18)
- Scrutinized Companies Lists (proposals of \$1 million or more)

35) ATTACHED TERMS AND CONDITIONS

Exhibit "A" Scope of Services
Purchase Order Terms and Conditions

36) TERMS AND CONDITIONS

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Special Conditions
Scope of Services
Price Proposal Form
Purchase Order Terms and Conditions

37) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Request for Proposal:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR1001

Paragraph 5, Questions – PUR 1001

Paragraph 31, Dispute Resolution - PUR 1000

38) INSPECTOR GENERAL

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

39) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful proposer will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

**MFMP Purchase Order
Terms & Conditions
Effective May, 30, 2015**

Section 1. Introduction.

A. Composition of Agreement and Priority.

The Agency contracts with Vendor to furnish, within the manner and at the location specified, certain services, information and items as specified in the completed Purchase Order, and attachments which are integral parts of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR1000. Additionally, the terms of this Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term.

Unless otherwise specified, this Purchase Order begins on the date of issuance. Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order End Date.

Section 2. Performance.

A. Performance Standards.

The Vendor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and contractual documents attached to the Purchase Order. The Agency shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Agency, or of other agencies interested in the project on behalf of the Agency.

B. Performance Deficiency.

If the Agency determines that the performance of the Vendor is unsatisfactory, the Agency will notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Vendor shall, within the time specified in the contractual documents after notice from the Agency, provide the Agency with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Vendor may be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Agency for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

Section 3. Payment and Fees.

A. Payment Invoicing.

The Vendor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or services is confirmed in writing by the Agency. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain the Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe.

Section 215.422, F.S., provides that agencies have 5 (five) working days to inspect and approve commodities and services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense. Any increase in cost will be charged against the Vendor. Interest penalties for late payment are also provided for in Section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.

C. MyFloridaMarketPlace Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057, F.S., all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031, Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Purchasing Order. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering re-procurement costs from the Vendor in addition to all outstanding fees. Vendors delinquent in paying transaction fees may be excluded from conducting future business with the State.

D. Payment Audit.

Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Agency at all times during the period of this Purchase Order. Copies of these documents and records shall be furnished to the Agency upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Agency for a proper audit of project costs.

Effective May, 30, 2015

E. Annual Appropriation.

Pursuant to section 287.0582, F.S., if this purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability.

A. Indemnity.

To the extent permitted by Florida law, Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees, agents, subcontractors, assignees or delegates related to this Purchase Order, as well as for any determination arising out of or related to this Purchase Order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. This Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims.

The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance.

The Vendor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of this Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work Vendor shall provide a Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation.

The Vendor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Vendor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws.

A. Conduct of Business.

The Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Vendor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to Section 287.058(1), F.S., the provisions of Section 287.058(1)(a)-(c), and (i), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying.

Pursuant to Sections 11.062 and 216.347, F.S., the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or an Agency.

C. Gratuities

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

D. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., Vendor shall maintain and allow access to public records made or received in conjunction with this Purchase Order. This Purchase Order may be unilaterally cancelled by the Agency for Vendor's refusal to allow access to public records.

E. Communications and Confidentiality.

The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. Vendor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to this Purchase Order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, F.S. Vendor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Vendor shall also comply with any applicable professional standards with respect to confidentiality of information.

F. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by Vendor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

G. Convicted Vendors.

In accordance with Sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under a Purchase Order with any Agency.

H. Competitive Advantage.

Section 287.057, Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the Agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to contract with an Agency." The Agency considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in the drafting of a competitive solicitation.

Section 6. Termination.

A. Termination for Convenience.

This Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Purchase Order. All work in progress shall become the property of the Agency and shall be turned over promptly by the Vendor.

B. Termination for Cause.

If the Agency determines that the performance of the Vendor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments.

A. Subcontractors.

The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment.

The Vendor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Vendor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to Vendor.

Section 7. RESPECT and PRIDE.

C. RESPECT.

In accordance with Section 413.036(3), F.S., if a product or service required for the performance of this Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit Agency and the products it offers is available at <http://www.respectofflorida.org>.

D. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Section 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED

FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

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

Section 8. Miscellaneous.

A. Independent Contractor.

The Vendor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all of its subcontracts under this Purchase Order.

B. Governing Law and Venue.

The laws of the State of Florida shall govern this Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Purchase Order. Further, the Vendor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Vendor hereby submits to venue in the county chosen by the Agency.

C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under this Purchase Order shall not constitute waiver of such rights.

D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Vendor. Should a court determine any provision of this Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of Vendor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check.

The Agency may require the Vendor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The Agency may require the Vendor to exclude the Vendor's employees, agents, representatives or subcontractors based on the background screening results.

G. E-Verify.

In accordance with Executive Order 11-116, the Vendor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. Vendor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of this Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items against this Purchase Order on behalf of the Vendor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Vendor's expense. Substitutions are not permitted.

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State of Florida
PUR 1000
General Contract Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Contract would result in a substantial loss.

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

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

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

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

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

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

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

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

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

Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

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

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

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

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

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

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer’s Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

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

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of Florida
PUR 1001
General Instructions to Respondents

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

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

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

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

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

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

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),

- General Conditions (PUR 1000), and
- Introductory Materials.

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

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

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

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

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

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

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

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

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

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

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

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

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

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

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the

time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

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

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