



STATE OF FLORIDA
FLORIDA DEPARTMENT OF LAW ENFORCEMENT

Solicitation Number:	ITB 1403
Bid Title:	Computer Equipment Financing
Number of Addenda as of above date:	None
Commodity Code:	337-400 FINANCING, DATA PROCESSING EQUIPMENT 973-120 BANKING, FINANCIAL SERVICES
Date and Time Due:	Thursday, August 29, 2013 no later than 2:00 p.m. EST



Florida Department of Law Enforcement
Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308

It is the Respondent's responsibility to monitor the Vendor Bid System (VBS) for any changes to this solicitation. To receive information on FDLE solicitations 24 hours a day, 7 days a week, register with the Vendor Bid System at: http://myflorida.com/apps/vbs/vbs_main_menu.

For additional information on the solicitation process, you may telephone the Office of General Services at (850) 410-7300.

FDLE is committed to the fundamental values of:
 ★ SERVICE ★ INTEGRITY ★ RESPECT ★ QUALITY

SOLICITATION INTRODUCTION

The 10 Most Critical Things to Keep in Mind When Responding to a Solicitation for the Florida Department of Law Enforcement

1. **Read the entire document.** Note critical items such as: mandatory requirements; sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. **Attend the pre-bid conference.** (If applicable)
4. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System’s website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) and will include all questions asked and answered concerning the Solicitation.
5. **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.
6. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are evaluated based solely on the information and materials provided in your response.
7. **Use the forms provided**, i.e., Solicitation cover sheet, Cost Sheet, etc.
8. **Check the Vendor Bid System website for Solicitation addenda.** Before submitting your response, check the Vendor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.
9. **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. **Submit your response on time.** Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late bid responses are never accepted.

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SECTION 1 – INTRODUCTORY AND GENERAL INFORMATION

1.0 INTRODUCTION

The State of Florida's Department of Law Enforcement, hereinafter called the FDLE, Department, Customer, or Buyer intends to obtain competitive sealed bids to secure financing to acquire a Unisys Libra 460 computer system to continue operating the Computerized Criminal History System and to acquire new matchers for the Biometric Identification System.

1.1 DEFINITIONS

- A. **Assignee:** The Contractor or its Assignee as the context requires.
- B. **Biometric Identification System (BIS):** Florida's repository of criminal fingerprint images collected from individuals at the time of arrest and latent fingerprint images collected at crime scenes.
- C. **Computerized Criminal History System (CCHS):** Florida's central repository for criminal history records.
- D. **Contract:** The legally enforceable agreement, if any, which results from this solicitation, also referred to herein as the Equipment Financing Contract. The parties to the Contract will be the FDLE and the Contractor.
- E. **Contractor:** The organization or individual providing services to the Department in accordance with the terms of the Contract which results from this solicitation.
- F. **Department/Buyer:** The Florida Department of Law Enforcement.
- G. **DMS II Database Management System:** Database management software for the Unisys Libra 460 mainframe computer system.
- H. **Equipment:** Each unit of the Equipment and each Software Program contemplated to be sold and purchased or licensed by the financing provided under this Contract (hereafter referred to collectively as "Equipment") shall be separately identified in Attachment B
- I. **Interest:** A rate not to exceed an average net interest-cost rate which shall be computed by adding 150 basis points to the 20 "bond-buyer" Average Yield Index published immediately preceding the first day of the calendar month in which the contract is submitted to the Chief Financial Officer of the State of Florida for preaudit review and approval.
- J. **MorphoTrak MBSS Matchers:** Morpho Biometric Search Services (MBSS) as the core processing and matching capability using 10 fingerprints.
- K. **Seller:** Unisys Corporation and MorphoTrak Inc.
- L. **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this solicitation.
- M. **Unisys Libra 460 Mainframe:** Computer system used to support the State's Computerized Criminal History (CCH) System.
- N. **Unisys MCP/AS Operating System:** Unisys Master Control Program (MCP)

1.2 GENERAL CONTRACT CONDITIONS (PUR 1000)

<http://dms.myflorida.com/index.php/content/download/2933/11777/version/6/file/1000.pdf>

The State of Florida General Terms and Conditions (PUR 1000) are hereby referenced and incorporated in their entirety into this ITB. This section explains the General Contract Conditions (PUR 1000) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document back to the Department of Law Enforcement.

1.3 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

<http://dms.myflorida.com/index.php/content/download/2934/11780/version/6/file/1001.pdf>

The State of Florida General Instructions to Respondents (PUR 1001) are hereby referenced and incorporated in their entirety into this ITB. This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. Potential Respondents to the solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. There is no need to return this document back to the Department of Law Enforcement.

1.4 TERMS AND CONDITIONS

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.

The Contract resulting from this Invitation to Bid (ITB) contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon FDLE or the Contractor unless expressly contained herein or by a written amendment to this Contract.

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:

- Any written amendments to the Contract
- The ITB, including all documents referenced therein, Attachments, and Addenda
- Respondent's Response to the ITB including any approved appendix or addenda
- Any additional documentation required for financing the Equipment to be purchased from Unisys Corporation and MorphoTrak Inc.

The order of precedence for documents referenced in the ITB and subparts thereof shall be:

- Requirements
- Special Instructions
- Format Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)

1.5 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point of contact outside of official conferences and meetings, with regard to all procurement matters relating to this solicitation, from the date of release of the solicitation until the Department's Notice of Intended Award or Decision is posted. All questions and requests for clarification outside the above- referenced meetings are to be directed to:

Diana K. Trahan, Government Operations Consultant II
Florida Department of Law Enforcement
Office of General Services / Room C-1030A
2331 Phillips Road
Tallahassee, Florida 32308

Telephone: (850) 410-7316 (direct)
 Telephone: (850) 410-7300 (operator)
 Email: dianatrahan@fdle.state.fl.us

Florida Statute Section 287.057(23) requires that Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 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 questions arising from this solicitation must be forwarded, in writing, to the Procurement Officer identified above. The Department's written response to those inquiries will be posted on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form under the above referenced solicitation number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting their bid.

NOTE: FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS ITB MAY LEAD TO REJECTION OF THE ITB FOR NON-RESPONSIVENESS. IF YOU ARE UNSURE OF THE REQUIRED INFORMATION OR DOCUMENTATION, ASK FDLE. DO NOT MAKE ASSUMPTIONS.

1.6 CALENDAR OF EVENTS

The following time schedule will be strictly adhered to in all actions relative to this solicitation, unless modified by the Department by written addendum to this solicitation.

DATE	EVENT
Monday, August 19, 2013	Release ITB via State/DMS Vendor Bid System (VBS) Mandatory Advertisement Period Respondents have 72 hours from release of this ITB to protest and/or request changes to the solicitation documents, until 5:00 p.m., Eastern Standard time (EST) on 08/21/13
Friday August 23, 2013	All Respondents' questions must be submitted to the Procurement Officer dianatrahan@fdle.state.fl.us no later than 5:00 p.m., EST
Monday, August 26, 2013	FDLE's response to Respondents' written questions due & posted on the VBS
Thursday, August 29, 2013	Respondents' responses to ITB due to FDLE Public opening and announcement of Respondents who have submitted bids Time/Location: 2:00 p.m., EST @ FDLE's Headquarters Building 2331 Phillips Road, Tallahassee, Florida 32308
Friday, August 30, 2013	FDLE's Intended ITB Award Award posting to be on the VBS system for a mandatory 72 hours beginning at 2:00 p.m., EST
Tuesday, September 3, 2013	On or about issue Contract to Awarded Respondent

SECTION 2 - SPECIAL CONDITIONS

2.0 PAYMENT

Buyer promises to pay, in accordance with Section 215.422, Florida Statutes, the initial installment payment, in full, upon acceptance of the Equipment, per Attachment C (1 and 2). The total balance due for purchase of the Equipment shall be paid in accordance with Attachment C (Payment Schedule) which is incorporated herein for all purposes. In no case shall interest begin to accrue in favor of the Contractor, its Assignee, or any other person or entity until 30 days after acceptance of the Equipment by the Buyer in the form of Attachment D (1 and 2) attached hereto. Notwithstanding any claim or dispute which may hereafter arise between Buyer and Seller, Buyer will make all payments to Contractor as required under this contract. Buyer hereby covenants to take such actions as are necessary under the Laws of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations to make all payments required under this contract when due.

2.1 DEFAULT

Time is of the essence hereof and if Buyer shall fail to pay when due any installment, or otherwise fail to observe, keep, or perform any provisions of this Contract required to be observed, kept, or performed, then Buyer shall be deemed to be in default with respect to such payment and unless Buyer causes such default to be cured within thirty (30) days after receipt of written notice thereof from Contractor, at the expiration of such notice period, the Contractor may assess agreed upon late fees as allowed under 215.422 F.S. If any of the foregoing occurs, Contractor shall have all the rights and remedies of default available under Florida Law, except that Contractor shall not be entitled to recover any indirect or consequential damages or loss resulting from Buyer failing to pay an installment when due.

2.2 USE AND LOCATION OF EQUIPMENT

The Equipment shall be kept at its installation address and shall not be moved without Buyer providing prior written notice thereof to Contractor. Buyer shall not use or deal with the Equipment in any manner which is inconsistent with the terms of this Contract, Buyer's contract with Seller, , or any applicable laws, codes, ordinances and regulations. Buyer shall not allow any Equipment to be misused, abused, or wasted, or allowed to deteriorate, except for ordinary wear and tear resulting from its intended use. Buyer shall bear all risk of loss or damage to the Equipment upon acceptance, except as a result of any act or omission attributable to Seller.

2.3 PREPAYMENT

At any time during the term of this Contract, Buyer shall be entitled to prepay the principal balance in whole or in part without penalty of any kind.

2.4 ASSIGNMENT

Contractor may assign any part or all of its interests under this Contract upon prior written notice to Buyer. In the event of an assignment, Buyer shall thereafter perform all the promises provided in this Contract to be performed by Buyer to such assignee or transferee. However, no such assignment or transfer shall impair Contractor's or Seller's obligation to provide Buyer with the performance provided in this Contract and, in the event of any such assignment or transfer Buyer's rights to assert any claim or defenses it may have under this Contract or under any contract with Seller shall not be impaired as against Contractor , its assignee, or transferee, or Seller.

2.5 FUNDING

The Buyer's performance and obligation to pay under this Contract is contingent upon an annual appropriation. Buyer, as an entity of Government, is subject to the appropriation of funds by its legislative

body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Contract for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which this Contract shall remain in effect. Buyer shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under this Contract, provide prompt written notice to Contractor of such event and effective thirty (30) days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Equipment. In such event, Buyer may within sixty (60) days thereafter sell, lease, or otherwise dispose for fair consideration, which in no event shall be less than the balance of all installment payments due or which will become due hereunder, the Equipment so affected and from the proceeds thereof pay to Contractor all remaining sums due under the terms of this Contract, pursuant to Attachment C (1 and 2), less any interest then unearned, or may return to Contractor the Equipment so affected, as follows: (i) Buyer shall deliver unencumbered title of the Equipment to Contractor, and (ii) the Equipment returned to Contractor shall be in good condition, reasonable wear and tear excepted. However, Buyer agrees (1) not to cancel the contract under this provision if any funds are appropriated to it for the acquisition (by purchase, lease, or otherwise) of other functionally equivalent equipment for the fiscal year of termination provided such action is not contrary to any expressed legislative intent, and (2) to expressly include in its appropriation request each year of the Contract a request for an appropriation to fund the Contract.

In the event Buyer returns any of the Equipment for failure of appropriations, Contractor shall retain all sums paid by Buyer under this Contract with respect to such Equipment. However, if during such sixty (60) day period Buyer arranges to transfer its duties and obligations to Contractor under this Contract to another agency in the State of Florida or local governmental agency in the State of Florida capable of demonstrating the capacity to continue the Contract, the termination of Buyer's obligations as aforesaid shall be null and ineffective. Contractor shall not be liable for any costs or expenses resulting from such transfer of duties and obligations.

Thereafter, the successor agency shall be responsible for performing all the obligations of Buyer described in this Contract.

2.6 SELLER OR ASSIGNEE LIABLE FOR OWN ACTS

The Buyer expressly recognizes that Contractor or its Assignee shall not be held liable to Buyer except for the acts or omissions of their respective officers, employees, or agents, and shall not be otherwise liable to Buyer for damages sustained by Buyer as a result of Buyer's use or possession of the Equipment.

2.7 DISCLAIMER OF WARRANTIES BY CONTRACTOR OR ASSIGNEE

Contractor or Assignee is not a manufacturer of the Equipment or a Dealer in similar Equipment, does not inspect the Equipment prior to delivery to Buyer and has not made and does not make any representation, warranty, or covenant, expressed or implied, with respect to the Equipment. The Seller shall remain directly liable to Buyer under its warranty. Buyer shall look directly to Seller in the event of any claim for breach of such warranty.

2.8 ADDITIONAL REQUIREMENTS

The State of Florida General Terms and Conditions (PUR 1000) and the General Instructions to Respondents (PUR 1001) are hereby referenced and incorporated in their entirety into this ITB. FDLE's Special Conditions modifies and shall take precedence over the State of Florida Form PUR 1001, General Instructions to Respondents.

The Florida Department of Law Enforcement currently does not utilize the State of Florida's MyFloridaMarketPlace (MFMP) e-procurement system for competitive solicitations such as this ITB. Respondents are to manually submit their responses to this ITB to FDLE. Specific references to MFMP

usage for this ITB stated in paragraphs 3 and 5 of the State of Florida Form PUR1001, General Instructions to Respondents, are not applicable.

2.9 MYFLORIDAMARKETPLACE (MFMP) VENDOR REGISTRATION

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State through the on-line procurement system is prequalified to do so and shall register in the MFMP system, unless exempted under subsection 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MFMP website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866) FLA-EPRO (866) 352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399. A vendor not currently registered in the MFMP system shall do so within 5 days after posting of intent to award.

2.10 E-VERIFY

The successful Respondent is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the contractor to perform employment duties within Florida and all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the Department. Refer to <http://www.uscis.gov/e-verify> for more information.

2.11 EMPLOYMENT OF UNAUTHORIZED ALIENS

The State of Florida does not award publicly funded contracts to those who knowingly employ unauthorized alien workers. The Department shall consider this a potential violation of Section 274A(e) of the Immigration and Nationality Act, 8 U.S.C. section 1324(a). Such a violation shall be cause for unilateral cancellation of this contract.

2.12 SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies for goods or services over \$1 million that are on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined into one Protecting Florida's Investments Act, (PFIA) list of Prohibited Companies, located at <http://www.sbafla.com/fsb/PerformanceReports/tabid/1439/Default.aspx> which is updated quarterly. False certification of status in this regard may subject the company to civil penalties, costs, and attorney's fees, per Section 287.135(5), Florida Statutes. This list is created pursuant to Section 215.473, Florida Statutes.

2.13 MANDATORY REQUIREMENT

The Department has established certain requirements with respect to bids to be submitted by Respondents. The use of "shall", "must" or "will" (except to indicate simple futurity) in this ITB indicates a requirement or condition from which a material deviation may not be waived by the Department. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITB requirements, provides an advantage to one Respondent over other Respondents, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.

2.14 HEADING AND SECTION REFERENCES

Section headings in this Solicitation are inserted only for convenience and are not to be construed as a limitation of the scope of the particular section to which the heading refers.

2.15 NON-DISCRIMINATION

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

2.16 NOTICE TO CONTRACTOR

Per Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

As required by Section 287.134, Florida Statutes, an entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

2.17 COMPLIANCE WITH LAWS

The Contracting Party 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. Violation of such laws may be grounds for contract termination.

2.18 CONTROLLING LAW

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. 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.

2.19 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any intellectual property developed as a result of this contract will belong to and be the sole property of the state. The rights conveyed to the state pursuant to this contract do not include rights to any preexisting intellectual property used, developed and refined by the Contractor and its subcontractors during their provision of Services under this contract. This provision will survive the termination or expiration of any contract.

2.20 THE DEPARTMENT IS SELF-INSURED

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees. The Department is without authority to indemnify or hold harmless the Contractor.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

2.21 RIGHT TO AUDIT

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to this project. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion.

2.22 SEVERABILITY

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

2.23 TRAVEL

All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

SECTION 3 - SPECIAL INSTRUCTIONS TO VENDORS

3.0 SOLICITATION INFORMATION

All questions pertaining to this solicitation document should be addressed to Diana K. Trahan at dianatrahah@fdle.state.fl.us. It shall be the responsibility of each Respondent to raise any questions prior to ITB opening concerning the specifications or solicitation procedures as written and submit questions to the Department in accordance with the Calendar of Events. The written interpretation of the appropriate representative of the Florida Department of Law Enforcement shall prevail.

3.1 POSTING OF TABULATIONS

Solicitation tabulations will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System (see Section 3.3 for website address) as a Public Notice.

The Agency Decisions may be viewed and will remain posted for a period of 72 hours. 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.

3.2 RESPONDENT INQUIRIES

The Respondent will examine the ITB to determine if the State's requirements are clearly stated. If there are requirements which restrict competition, Respondents may request specification changes. Requests must identify and describe the difficulty meeting specifications, provide detailed justification, and provide the recommended changes. Change requests or protests of the specifications must be received by the State no later than the date and time specified in the ITB Calendar of Events. The State will determine what, if any, changes to the ITB will be acceptable. If required, the State will issue an addendum reflecting the acceptable changes.

Written interpretations of the appropriate representative of FDLE will prevail. While oral responses will be given in good faith and are intended to be accurate, the Department is not bound by any non-written interpretation or guidance offered to the Respondents.

FDLE's responses to questions will be compiled into a single written document and posted on the Vendor Bid System (VBS).

3.3 ADDENDA

The FDLE reserves the right to modify this ITB. All addenda to this ITB will be in writing with content and number of pages described to all Respondents. Any addenda or answers to written questions supplied by the FDLE to participating Respondents may include an Addenda Acknowledgement Form. These forms shall be signed by an authorized representative of the Respondent's organization, dated and returned with the Respondent's bid.

All addenda will be provided via the State Department of Management Services Vendor Bid System (VBS) at website: http://myflorida.com/apps/vbs/vbs_main_menu

It is the sole responsibility of the Respondent to monitor the VBS for any addenda issued in reference to this ITB.

3.4 DISCUSSIONS

No negotiations, decisions or actions shall be initiated or executed by the Respondent as a result of any discussions with any state employee prior to opening of solicitation. Prior to opening of solicitation, Respondents are not to divulge bid prices to any employee or representative of the State. Further, bids

submitted to the Department will remain unopened until the time for opening the bid at the Department's Office of General Services. During this period, any discussion by the Respondent with any employee or authorized representative of the Department involving cost information will result in rejection of said Respondent's response. Only those communications which are in writing or electronically submitted from the FDLE's Office of General Services Office may be considered as a duly authorized expression on behalf of the FDLE. Also, only communications from Respondents, which are in writing and signed or electronically submitted by a duly authorized representative, will be recognized by the FDLE as duly authorized expressions on behalf of the Respondent.

3.5 IDENTICAL TIE BIDS

When evaluating Respondent responses to solicitations where there is identical pricing or scoring from multiple Respondents, the department shall determine the order of award in accordance with Rule 60A-1.011, F.A.C.

3.6 CERTIFICATION OF A DRUG-FREE WORKPLACE

In the event of a tie bid, preference must be given to Respondents submitting a certification with their response to this ITB certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. (See Attachment I)

3.7 SUBMISSION OF MANDATORY FORMS

The Cost Sheet (Attachment A) shall be completed and signed by a representative who is authorized to contractually bind the Respondent and returned with the Respondent's bid.

The Drug Free Workplace Certificate (Attachment I) shall be completed and signed by a representative who is authorized to contractually bind the Respondent and returned with the Respondent's bid.

Any addenda supplied by the State to participating Respondents may include an Addenda Acknowledgment Form. The form(s) shall be signed by an authorized representative, dated, and returned with the Respondent's bid.

3.8 ACCESSIBILITY FOR DISABLED PERSONS

Any person with a qualified disability shall not be denied equal access and effective communication regarding any ITB documents or the attendance at any related meeting or ITB opening. If accommodations are needed because of a disability, please contact the FDLE Purchasing Office at (850) 410-7300.

3.9 CONTRACTUAL MANDATORY

A Respondent's response to this ITB shall be considered as the Respondent's formal offer. The issuance of Purchase Order(s) and/or Contract(s) for the purchase of the commodities and/or services shall constitute the Department's written acceptance of the successful bid and the signed Purchase Order(s) and/or Contract(s) will be forwarded to the successful Respondent.

SECTION 4 - REQUIREMENTS

4.0 PURPOSE

Per Section 943.051, Florida Statutes, the Florida Department of Law Enforcement, acting as the state's central criminal justice information repository, is required to:

1. Collect, process, store, maintain, and disseminate criminal justice information and records necessary to the operation of the criminal justice information system of the department.
2. Develop systems that inform one criminal justice agency of the criminal justice information held or maintained by other criminal justice agencies.

To carry out this law, FDLE operates a Computerized Criminal History (CCH) System and a Biometric Identification System (BIS). The CCH System is Florida's central repository for criminal history records. Customers and users of the information contained in the CCH System are local, state, federal and international law enforcement agencies, State Attorneys, the courts, licensing agencies, private employers and the public. The BIS is Florida's repository of criminal fingerprint images. This system is used to manage and search fingerprint images collected from individuals at the time of arrest and latent fingerprint images collected at crime scenes.

Records stored in the CCH System and BIS are used by criminal justice agencies to identify arrestees and suspects in criminal cases, identify repeat offenders, implement sentencing guidelines, and classify inmates. Criminal records are used by private and public organizations as an important part of background investigations for licensing and employment purposes.

The State's CCH System operates on a Unisys Libra 450 mainframe using the Unisys MCP/AS operating system, DMS II database management system and Unisys system software. This system was acquired in early 2010 and was fully operational in April 2010. The Unisys software is leased under an extended software license that expires at the end of October 2013.

FDLE plans to purchase a Unisys Libra 460 mainframe computer system to replace the Libra 450 system.

FDLE's BIS is manufactured and maintained by MorphoTrak. This system was implemented between December 2007 and June 2009.

FDLE plans to replace the fingerprint matchers associated with the BIS.

The purpose of this Invitation to Bid is to secure financing to acquire a Unisys Libra 460 computer system to continue operating the Computerized Criminal History System and to acquire new matchers for the BIS.

4.1 GENERAL REQUIREMENTS

4.1.1 Amount to be Financed

The major components and the costs associated with the Unisys Libra 460 System and BIS Matchers are described below:

Libra 460 System	\$1,583,241
Initial Payment	\$55,798
MBSS Matchers with Storage Area Network (SAN) Storage, Upgraded DPS Processors,	\$2,650,000

Data Migration and
Installation Services

Initial Payment \$ 650,000

Total to be Financed \$3,527,443

A more detailed list of equipment and software is provided in Attachment B.

4.1.2 Contracting Procedures

Unisys Libra 460 Computer System

FDLE (Buyer) plans to issue a purchase order to Unisys Corporation (Seller) under terms and conditions specified in State Term Contract 250-000-09-1, Network Infrastructure – Equipment and Services. The lowest responsive Respondent to this Invitation to Bid will be the Assignee of the contract with Seller.

The amount specified for the Unisys Libra 460 Computer System will be paid by the Respondent to Unisys Corporation in accordance with Section 215.422, F.S., after installation and acceptance of equipment documented by the completion of Attachment D-1 Receipt Certificate, of the Equipment Financing Contract.

MorphoTrak MBSS Matchers

FDLE (Buyer) plans to enter into a sole source contract with MorphoTrak, Inc. (Seller). The lowest responsive Respondent to this Invitation to Bid will be the Assignee of the contract with Seller.

The amount specified for the MorphoTrak MBSS Matchers will be paid by the Respondent to MorphoTrak, Inc., in accordance with Section 215.422, F.S., after installation and acceptance of equipment documented by the completion of Attachment D-2 Receipt Certificate, of the Equipment Financing Contract.

4.1.3 Payment

Unisys Libra 460 Computer System

The term of the Unisys Libra 460 Computer System Equipment Financing Contract shall be 36 months.

Payment in full must be made by the responsive lowest Respondent of this Invitation to Bid to Unisys Corporation within 30 days of receipt of the Department's fully executed Receipt Certificate (Attachment D-1) and written Request for Disbursement, unless changed in writing by all parties involved.

MorphoTrak MBSS Matchers

The term of the MorphoTrak MBSS Matchers Equipment Financing Contract shall be 48 months.

Payment in full must be made by the responsive lowest Respondent of this Invitation to Bid to MorphoTrak within 30 days of receipt of the Department's fully executed Receipt Certificate (Attachment D-2) and written Request for Disbursement, unless changed in writing by all parties involved.

4.1.4 Maximum Allowable Interest

Contracts executed pursuant to Chapter 287.063(1)(b), Florida Statutes shall bear interest at a rate not to exceed an average net interest-cost rate which shall be computed by adding 150 basis points to the 20 "bond-buyer" Average Yield Index published immediately preceding the first day of the calendar month in which the contract is submitted to the Chief Financial Officer of the State of Florida for preaudit review and approval.

4.1.5 Amortization Schedule

The lowest responsive Respondent shall provide an amortization schedule in the form of a completed Payment Schedule (Attachment C). The State reserves the right to require the lowest responsive Respondent to submit an amortization schedule that is prepared in conformance with the interest rate bid.

4.1.6 Title

Title and ownership of the equipment and any and all replacements, substitutions, and repairs thereto, shall pass to the Department upon acceptance of the Receipt Certificate (Attachment D) and payment to the Sellers. The equipment shall remain personal property and shall not become real property. The Department will not suffer or permit any lien or encumbrance of any kind against the equipment specified in the Contract at Attachment B.

4.1.7 Schedule

Unisys Libra 460 Computer System - Installation and acceptance is scheduled to take place by October 31, 2013.

MorphoTrak MBSS Matchers – Installation and acceptance is scheduled to take place by April 30, 2014.

In the event these dates need to be adjusted, FDLE will provide written notice at least thirty (30) calendar days prior to the dates specified in this section.

4.2 CONTRACT MANAGER

The Department's Program/Regional Contract Manager for this contract shall be:

Mark Scharein, Information Systems & Services Admin
2331 Phillips Road
Tallahassee, Florida 32308
Phone: (850) 410-8515
Email: MarkScharein@fdle.state.fl.us

4.3 INVOICING AND PAYMENT

All invoices or bills for fees or other compensation for services, or expenses will be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1)(a), Florida Statutes. Whenever this contract is terminated with or without cause, all amounts due will be pro-rated.

SECTION 5 - BID FORMAT INSTRUCTIONS

5.0 ITB PACKAGING AND SUBMISSION REQUIREMENTS

Respondents shall submit **TWO (2)** printed copies, one of which must contain an original signature of a company official with the power to bind the company, and one signed electronic copy on CD Rom.

Prices shall be submitted in the format specified on the Cost Sheet (Attachment A).

Respondents shall submit hard copy written bids that address each of the requirements specified in this ITB. Respondent shall provide sufficient information to enable FDLE to make a fully informed decision.

The ITB package must be clearly marked “**Computer Equipment Financing**” and addressed as follows:

**FDLE / Office of General Services
ATTN: Diana K. Trahan– ITB 1403
2331 Phillips Road
Tallahassee, FL 32308**

RE: ITB 1403, Computer Equipment Financing / Date & Time

NOTE: If ITB package is not addressed as required above FDLE cannot assure its timely delivery.

**ALL RESPONSES MUST CLEARLY IDENTIFY THE ITB NUMBER, TITLE AND OPENING DATE
BIDS TRANSMITTED BY FACSIMILE OR EMAIL WILL NOT BE CONSIDERED.**

***FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS ITB
MAY LEAD TO REJECTION OF THE ITB FOR NON-RESPONSIVENESS. IF YOU ARE UNSURE OF
THE REQUIRED INFORMATION OR DOCUMENTATION, ASK FDLE. DO NOT MAKE
ASSUMPTIONS.***

5.1 BID EVALUATION AND AWARD

The Respondent must bid on all items as specified in the specifications and as listed on "Attachment A – Cost Sheet." Bids which do not meet the requirements specified in the ITB will not be considered for selection. **BASIS OF AWARD:** The award shall be made to the single responsive and responsible Respondent meeting all of the requirements as specified in this Invitation to Bid at the lowest cumulative interest as of both Payment #12 (Unisys Libra 460 Computer System) and Payment #16 (MorphoTrak MBSS Matchers).

Bids will remain firm for a period of 180 days after bid opening.

**ATTACHMENT A
COST SHEET**

BASIS OF AWARD: The award shall be made to the responsive and responsible Respondent meeting all of the requirements as specified in this Invitation to Bid at the **lowest cumulative interest as of Payment #12 (Unisys Libra 460 Computer System) and Payment #16 (MorphoTrak MBSS Matchers).**

Bids will remain firm for a period of 180 days after bid opening.
Respondents shall display costs in the following format.

Unisys Libra 460 Mainframe Computer System

Payment Number	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____
9	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____

MorphoTrak MBSS Matchers

Payment Number	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____
9	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____

QUOTE PER THE SPECIFICATIONS FOR THE DEPARTMENT OF LAW ENFORCEMENT

BASIS OF AWARD: LOWEST CUMULATIVE INTEREST AS OF BOTH PAYMENT #12 (UNISYS LIBRA 460 COMPUTER SYSTEM) AND PAYMENT #16 (MORPHOTRAK MBSS MATCHERS)

BY AFFIXING MY SIGNATURE ON THIS ITB, I HEREBY STATE THAT I HAVE READ ALL THE BID TERMS, CONDITIONS AND SPECIFICATIONS AND AGREE TO ALL TERMS, AND CONDITIONS, PROVISIONS, AND SPECIFICATIONS; AND I CERTIFY THAT I WILL PROVIDE, AND DELIVER TO THE LOCATIONS SPECIFIED IN THE BID.

AUTHORIZED REPRESENTATIVE: _____

(Signature)

NAME AND TITLE: _____

(Print or Type)

COMPANY: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE: _____

E-MAIL
ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

ATTACHMENT B SCHEDULE OF EQUIPMENT

Unisys Libra 460 System

Qty	Style	Description	List Price	Net Price
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Libra 460 Mainframe

Hardware :

1	LM46016-R2	Libra 460,Rack,16 bays,2 Quad-Cores, 64GB Memory	10,332	9,092
1	USB102401-FDR	4GB USB flash memory stick	24	21
1	ES3503007-SHP	ES3000 G3 Config Info 7	63	55
1	ES3534021-TAP	ES3/3530T G3 LTO-4-120, 800/1600GB HH TBU w/SAS5iR Controller	3,999	3,519
2	ES3534022-TAP	ES3/3530T G3 Tape Backup SAS	0	0
2	ES3599201-DSK	146GB 15K SAS,6G,2.5,HP	778	684
1	ES3503012-PCE	ES3/35xx G3 Intel I350 DP 1Gb Adapter	338	298
1	ES3534031-RAD	ES3/3530T G3 PERC H710p Adapter RAID Controller, 1GB NV Cache	799	703
3	ES3534111-RAD	ES3/3530T G3 RAID 1 for H710P/H710/H310 (2 HDDs)	0	0
1	ES3599021-PDU	ES3000 C13-C14, PDU, 12AMP, 6.5 FT, 2	60	54
2	ES3503021-SMC	ES3/35xx G3 iDRAC7 Enterprise	399	351
1	ES3599181-PCE	ES3000 LPe12002 8GB Dual FC HBA	4,090	3,600
4	SYS460-HNK	Acc: Libra 460 Trigger Style	0	0
1	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC	200	176
1	UET3414963-PCE	ES3/35xx U320 SCSI PCIE CTRL	234	206
1	ES70003-SUI	RCK:KBRD/MOUSE/MON/SHELF	1,902	1,674
1	KVM9002301-CNV	ADPTR:USB to CAT5 KVM converter	250	220
1	KVM9083101-SWC	SWITCH:8 Port CAT5-PS/2 KVM	1,300	1,144
1	LBS30040-CAB	40U, 19x42 Rack w/Side Skins, Back Door, 2 pwr strips	3,500	3,080
1	CPH40-FDR	ClearPath 40U Front Door	2,100	1,848
1	ALP604-RVL	8-Cartridge LTO4 HH w/ 1U Rack Kit, LVD	11,090	9,759
1	CBL2215-OSM	CABLE:15FT LVD SCSI VHD-HD	140	123
1	OSM1000-PRC	PWR CORD:IEC320-C13/C14	13	11
	WUL3534121-WWP	ES3000 3530T G3 3yr 7x24x4 Warranty Upgrade		

Hardware Subtotal	41,611	36,618
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Software :

1	CS10-OS9	Ops Sentinel Add-On Pkg	0 ETP36	0
1	CSS10460-CP	IOE Comp Pkg 64 Bit English	3,999 OTC	3,519
1	CSS10460-40	IOE 200/4860	1,029,000 ETP36	905,520
1	CSL10460-40	Image Enabler 200/4860	220,500 ETP36	194,040
1	CS10-END	IOE Encryption Opt US	0 ETP36	0
1	CSP1070-ATD	DEV AID:ALGOL TEST/DEBUG	11,999 ETP36	10,559
1	CSP1070-CTD	DEV AID:COBOL 74 TST/DBG	13,798 ETP36	12,142
1	CSP1070-C74	COBOL74 Compiler	25,082 ETP36	22,072
1	CSP1070-DMC	Database Certification	12,923 ETP36	11,372
1	CSP1070-DMT	Database Interpreter	12,351 ETP36	10,869
1	CSP1070-ERG	DATAMGT:ERGO	33,608 ETP36	29,575
1	CSP1070-RMP	Remote Print System	21,652 ETP36	19,054
1	CSP1070-ALG	CMPLR:ALGOL/DCALGOL	21,811 ETP36	19,194
1	CSP1070-NWP	CMPLR:NEWP	21,811 ETP36	19,194
1	CSP1070-WRP	WRAP File Enabler	5,457 ETP36	4,802
	CSP1070-MTS	MCP TapeStack Product Style for Group level 70	10,000 ETP36	8,800
1	CSU10460-40	SSU Scrn 200/4860	154,350 ETP36	135,828
Software Subtotal			1,598,341	1,406,540

Services :

1	LIB10001-CIS	Comprehensive Implementation Service of Libra 4x0 Platform	25,400	25,400
		Installation	1,758	1,758
Services Subtotal			27,158	27,158
Subtotal - Libra 460 Mainframe			1,667,110	1,470,316

VNX5300 Storage Area Network

Hardware :

4	OSM1000-PRC	PWR CORD:IEC320-C13/C14	52	44
4	CBL17103-5	Cable: 5m Fiber OM3 10GbE 50/125 LC-LC	200	176
1	VNX5330015-1F	VNX5300 DPE;15X3.5 DRIVES - FIELD INST 8X300	15,663	13,783
7	VNX300156-31	300GB 15K SAS DISK DRIVE	4,655	4,095
1	VNX5300-KIT	DOCUMENTATION KIT FOR VNX5300	0	0
1	VNX5153-SPS	2ND OPTIONAL SPS FOR VNX 51/53	492	433
1	VNX530048-MFO	VNX5300 4 PORT 8G FC IO MODULE PAIR	2,500	2,200
Hardware Subtotal			23,562	20,731

Software :

1	CXP600-WKT	EMC SW:POWERPATH WINDOWS KIT	0 <i>OTC</i>	0
1	OPN456103-635	POWERPATH PP-WN-COUNTR	0 <i>OTC</i>	0
2	OPN457100-696	POWERPATH PP-X86-T1	1,190 <i>OTC</i>	1,048
1	VNX5300-UBE	UNISPHERE FOR BLOCK AND VNX OE FOR A VNX 5300	6,413 <i>OTC</i>	5,643
Software Subtotal			7,603	6,691

Services :

1	PS100-INB	RACK & STACK UNIFIED BLOCK ONLY	1,590	1,590
1	STO92010-INS	PS: Base MCP Storage Implementation Service	10,800	10,800
1	STO92014-INS	PS: CX4-240 Implementation Service	2,695	2,695
1	STO92107-INS	PS: Emulated MCP Storage Attach Implementation Service	3,000	3,000
1	STO92301-INS	PS: Fibre Channel Attached Tape Device Implement	675	675
1	STO92902-SUP	PS: Project Management Service	3,160	3,160
Services Subtotal			21,920	21,920

Subtotal - SAN	53,085	49,342
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Brocade Switches

Hardware :

2	CON40-RCK	DSB SW GEN RCK KIT –B	1,200	1,056
2	CON300-B8G	DS-300B 8/24P 8G BASE SWITCH	8,400	7,392
2	CON1312-PWR	US/NA 5-15P TO C13 POWER CORD-B	0	0
Hardware Subtotal			9,600	8,448

Services :

2	STO92201-INS	PS: 8-Port Fiber Channel Switch Implementation S	1,800	1,800
Services Subtotal			1,800	1,800
Subtotal - Switches			11,400	10,248

DSI-VV8 Virtual Tape Library

Installation Charges:		80	80
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Hardware :

1	DSI300121-VV8	DSI300 with 6 - 2TB Drives, license maximum 8TB, includes: 16GB RAM	26,738	23,529
1	DSI300-T02	Spare Drive 2TB with carrier	881	775
1	DSI1000-IPI	LibraryController for MCP, Rackmount, iSCSI/IP. Required for MCP and MCPvm systems	3,450	3,036
Hardware Subtotal			31,069	27,340

Software:

1	DSI303-VMR	Value MCP Robotics - 3 year license of DSI Library Manager	15,099	13,287
1	DSI303-VMP	Value MCP Attach - 3 year license of DSI Tape Manager	8,850	7,788
Software Subtotal			23,949	21,075

Services :

1	DSI1000-VLI	PS: VTL Implementation and Training	3,000	2,640
1	DSI1000-TAE	PS: Travel and Expenses	2,500	2,200
Services Subtotal			5,500	4,840

Subtotal - VTL	60,598	53,335
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TOTAL	1,792,193	1,583,241
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MorphoTrak Biometric Identification System - Phase 2 Upgrade

Qty	Style	Description	Net Price
24	MBSS_01	MBSS Matchers SERVER, DL360PG8-4LFF, 2-8C-E5-2650-2.0GHZ-20MB,16-8GB,1-450GB-15K-SAS, 2-4-NIC, 2-750W MorphoTrak Licensed Software	
2	3106-007018-05	Advanced Matcher Controller (AMC) Server, DL380PG8-8SFF, 2-4C-E5-2609-2.4GHZ-10MB, 24-4GB RAM, 2-300GB-10-SAS-SC, 2-460W, 4-NIC-1GbE HBA, FC, 2X8GB, PCIx8, Q-LOGIC Cables	
8	3106-007017-01	Data Processing Server (DPS) Server, DL360PG8-SFF, 2-4E5-2609-2.4GHZ-10MB, 2-4GB RAM, 2-300GB-SAS-10K-SFF-SC, 2-460W, 4-NIC-1GbE Cables	
2	3106-007018-01	Advanced Data Servers (ADS) SERVER, DL380PG8-8SFF, 2-4C-E5-2643-3.3GHZ-10MB, 16-8GB, 4-600GB-SAS-10K-SFF-SC, 2-460W, 4-NIC-1GbE	
1	_SAN_120TB	Storage Area Network (SAN) SAN, 125TB-RAID5 (123D, 15P, 2HS), 140-900GB-SFF-SAS-10K	
2	0907-00509	SAN Switch SWITCH,SAN,8/24(16 ENABLED)	
1	4800-000000-12	Rack KIT, RACK, 10642G2, 42U, 240V, 4-24A, 4-L6-30P, NA/JP	

1	0927-00148	Monitor / Keyboard
3	0305-00907	Keyboard/Video/Monitor (KVM) Switch
1	0907-00505	2501G-48, 1GbE Managed Switch
1	0907-00503	2510-48, 100MbE Managed Switch
1	Professional Services	Program Management Installation Integration Testing Data Migration System Administration Training

TOTAL	2,650,000
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**ATTACHMENT C-1
PAYMENT SCHEDULE**

Buyer: Florida Department of Law Enforcement

Equipment Title:

Amount to be Financed: \$

Compound Period: Quarterly

Nominal Annual Rate: _____

Planned Acceptance Date:

The initial installment payment is due within 30 days following acceptance and subsequent installment payments shall be due quarterly (90 days) thereafter.

Payment Number	Payment Amount	Interest	Principal	Balance
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
	\$	\$	\$	\$

**ATTACHMENT C-2
PAYMENT SCHEDULE**

Buyer: Florida Department of Law Enforcement

Equipment Title:

Amount to be Financed: \$

Compound Period: Quarterly

Nominal Annual Rate: _____

Planned Acceptance Date:

The initial installment payment is due within 30 days following acceptance and subsequent installment payments shall be due quarterly (90 days) thereafter.

Payment Number	Payment Amount	Interest	Principal	Balance
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
	\$	\$	\$	\$

**ATTACHMENT D-1
RECEIPT CERTIFICATE**

The undersigned Seller represents to the Buyer that the Equipment described in Attachment B, Schedule of Equipment purchased from Unisys Corporation, and properly invoiced, has been delivered and installed in accordance with now-current Seller installation and start-up specifications, is in good working order and is fully operational.

The undersigned Buyer under that certain Contract dated _____, 20____, Entered into for the purpose of providing financing for Equipment having an original value in the amount of \$_____, hereby acknowledges receipt in good condition and acceptance of all the Equipment described in said Contract this _____ day of _____, 20_____.

Further, Buyer hereby confirms that it will commence payments as specified in Attachment C-1 Payment Schedule with the first payment being due _____, 20_____.

Florida Department of Law Enforcement
Buyer

Seller

Signature

Signature

Name

Name

Title

Title

Date

Date

**ATTACHMENT D-2
RECEIPT CERTIFICATE**

The undersigned Seller represents to the Buyer that the Equipment described in Attachment B, Schedule of Equipment purchased from MorphoTrak, Inc., and properly invoiced, has been delivered and installed in accordance with now-current Seller installation and start-up specifications, is in good working order and is fully operational and has been fully accepted by Seller.

The undersigned Buyer under that certain Contract dated _____, 20____,
Entered into for the purpose of providing financing for Equipment having an original value in the amount of \$_____, hereby acknowledges receipt in good condition and acceptance of all the Equipment described in said Contract this _____ day of _____, 20____.

Further, Buyer hereby confirms that it will commence payments as specified in Attachment C-2 Payment Schedule with the first payment being due _____, 20____.

Florida Department of Law Enforcement
Buyer

Seller

Signature

Signature

Name

Name

Title

Title

Date

Date

ATTACHMENT E DRUG FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Preference will be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Respondents have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

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

Respondent's Signature

Name (Typed or Printed)

Title

Date

**ATTACHMENT F
ITB CHECKLIST**

For your convenience, we offer the following checklist of items that must be returned by the response deadline listed in the ITB timeline. **FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS CHECKLIST MAY LEAD TO REJECTION OF THE BID FOR NON-RESPONSIVENESS.**

- _____ 1. Cost Bid Sheet (Attachment A) filled out and signed.
- _____ 2. Drug Free Workplace Certificate (Attachment E) filled out and signed.
- _____ 3. Two (2) hard copies of ITB and one (1) electronic copy on CD.
- _____ 4. Any Addenda applicable to this bid.

FAILURE TO INCLUDE ANY INFORMATION REQUESTED WITHIN THIS ITB MAY LEAD TO REJECTION OF THE BID FOR NON-RESPONSIVENESS.