

TERM CONTRACT

CONTENTS

TITLE

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NOTICE OF INTENDED AWARD

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

NAME OF BID: Certificates of Destruction DATE OF POSTING NOTICE 04/15/03

BID OR RFP # 019-03 Rebid TIME 2:30 pm

Advertising was published in: web site at: http://www.myflorida.com

OPENING OF BIDS OR PROPOSALS

Neil Kirkman Building

Location: Tallahassee, Florida Date: _____ Time: _____

Opened by: [Signature] Tabulated by: Zlonda L. Sanders

WITNESSED BY and REPRESENTING

INTENDED AWARD

Vendor BBF, Inc Price 43⁰⁰ m - \$13,219.20 Total

Terms: _____

Lowest Bidder: Yes No

If no, Justification: _____

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. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void. To be effective any notice of protest or protest must be filed within the time limits set forth in this posting. In accordance with section 120.573, FS, notice is hereby provided that mediation of the administrative dispute for the type of agency action announced is not available.

CERTIFICATION

I certify that the above statements are correct. I further certify that the award of this bid is made in accordance with Section 287, Part I, Florida Statutes and Chapter 60A-1, Florida Administrative Code.

[Signature]
(Signature)

4/15/03
(Date)

PURCHASING MANAGER II
(Title)

BID/PROPOSAL TABULATION

BID TITLE Certificates of Destruction

BID NUMBER 09-03 Rebid

OPENING DATE 4-15-03 TIME 2:00 pm.

POSTING TIME/DATE

FROM: 07/15/03 2:30pm

UNTIL: 04/18/03 2:30pm

PAGE: _____ OF _____ PAGE(S)

FAILURE TO FILE A PROTEST WITH THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. **NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT.** ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.57(3), FLORIDA STATUTES, SHALL POST WITH THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT OR \$5,000, WHICHEVER IS LESS, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUEST FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR \$5,000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN EITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN THE DENIAL OF THE PROTEST.**

BIDDERS						Cost Per 1000	Total
Rose Printing Tallah, FL		NO-BID					
Pride Enterprises St. Pete, FL		NO-BID					
BBF A Printing Solutions Tallah, FL						\$43.20	\$13,219.20
MOORE North America Inc. Tampa, FL						\$48.00	\$14,688.00

OPENED BY: [Signature] TABULATED BY: Zyanda Sanders VERIFIED BY: _____

REMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD. NOT AS SPECIFIED CODE(S):

SUBMIT BID TO

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

Telephone Number: (904) 488-8290

STATE OF FLORIDA

INVITATION TO BID

Bidder Acknowledgement

Page 1 of
 27 pages

BIDS WILL BE OPENED April 15, 2003 2:00 P.M.
 and may not be withdrawn within 90 days after such date and time.

BID NO.
 019-03 Rebid

AGENCY MAILING DATE
 04/01/2003

BID TITLE
 Certificates of Destruction HSMV Form #82013

STATE PURCHASING SUBSYSTEM (SPURS)
 VENDOR NUMBER 59-2969301

DELIVERY DATE WILL BE ^{AS REQUIRED} DAYS
 after receipt of Purchase Order

CASH DISCOUNT TERMS

VENDOR NAME *BBF, Inc.*
 VENDOR MAILING ADDRESS *1201 Hays St Ste 120*

REASON FOR NO BID

CITY - STATE - ZIP *Tallahassee FL 32301*

POSTING OF BID TABULATION
 Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about **04/15/2003**

AREA CODE *850*
 TELEPHONE NUMBER *922 1875*
 TOLL-FREE NUMBER

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Tom Perrin

AUTHORIZED SIGNATURE (MANUAL)

Tom Perrin Acct Mgr.

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.

2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the letter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

(g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding State of Florida holidays, unless otherwise specified.

6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid from the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by a Change Notice issued and signed by the State.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF BID PROTEST BONDING REQUIREMENTS:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
11. **AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
a) Suppliers name being removed from the Division of Purchasing vendor mailing list.
b) All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Division of Purchasing at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
20. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract of the supplier's negligence.
23. **FACILITIES:** The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.
(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons.
(b) **PRINTING ADJUSTMENT, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of bid expressly so provide.
(c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
(d) **RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
(e) **QUALITY-PERFORMANCE ANALYSIS:** The contractor on any purchase of printing in excess of the threshold for category two shall complete and forward to the Division of Purchasing the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

PRICE BID SHEET

**CERTIFICATES OF DESTRUCTION
FORM HSMV 82013**

FIRST CONTRACT YEAR: APRIL 21, 2003 - APRIL 20, 2004

\$ 43.20 /M \$ 13,219²⁰ / TOTAL (306,000)

COST OF MAJOR REVISION, IF NEEDED.

(For Lithographic Text Changes")

\$ 35⁰⁰/hour \$ 200.⁰⁰ / TOTAL

For each contract year, after the first, the price will be governed by the most recent published Producer Price Index # 2761-58 (Custom Printed Business forms) and a letter from the vendor at least 30 days prior to MAY 1.

The quantities shown for the second through fifth years are estimated. The Department reserves the right to adjust these quantities not to exceed 30% per contract year, suspend contract for a full year and separately bid the required quantities or negotiate with the contractor for pricing appropriate to the revised quantity requirements.

BID WILL BE AWARDED TO LOWEST RESPONSIVE BIDDER ON AN ALL OR NONE BASIS.

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

Firm: BBF, Inc.

Authorized Signature: Tom Perrini

Date: 4/15/03

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:
FEDERAL EMPLOYER IDENTIFICATION NUMBER
(FEID): _____
VENDOR: _____
STREET ADDRESS OR P.O. BOX: _____
CITY, STATE, ZIP: _____
TELEPHONE NUMBER: _____

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

PRODUCT INFORMATION: DIRECT INQUIRY TO: (NAME, ADDRESS, AND TELEPHONE NUMBER OF INDIVIDUAL IN YOUR ORGANIZATION WHO MAY BE CONTACTED REGARDING CONTRACT WHICH MAY RESULT FROM THIS BID. THIS CONTRACT LIAISON INDIVIDUAL MUST RESPOND TO INQUIRIES WITHIN EIGHT (8) WORKING HOURS).

NAME AND TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

**STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES
Neil Kirkman Building - Tallahassee, 32399-0500
MOTOR VEHICLE DEALER TITLE REASSIGNMENT SUPPLEMENT
(Instructions on Reverse Side)**

For use by licensed MOTOR VEHICLE DEALERS, AUCTION DEALERS and THEIR BUYERS ONLY

This reassignment is supplement to: Title No.: _____ State of Issue: _____
 Manufacturer's Statement or Certificate of Origin

VEHICLE DESCRIPTION

Vehicle Identification Number	Year	Make	Model	Body
-------------------------------	------	------	-------	------

REASSIGNMENT INFORMATION

Name of Selling Dealer (Print)		Dealer License Number		State of License	
Street Address		City		State Zip Code	
Sales Tax Collected \$	Sales Tax Reg. No. (Sales Tax Information is not required on dealer to dealer transactions)				
Buyer's Name(s)				Date of Sale	
Buyer's Address				State Zip Code	
Auction Name (If applicable)		Auction License Number		State of License Date of Auction	
Street Address		City		State Zip Code	

VOID
SAMPLE

ODOMETER DISCLOSURE STATEMENT

WARNING: FEDERAL AND STATE LAW REQUIRE THAT YOU STATE THE ODOMETER MILEAGE IN CONNECTION WITH TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THIS MOTOR VEHICLE'S 5 DIGIT OR 6 DIGIT ODOMETER NOW READS (NO TENTHS) MILES. DATE READ ____/____/____, AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE **ACTUAL MILEAGE** OF THE VEHICLE DESCRIBED IN THIS DOCUMENT UNLESS ONE OF THE FOLLOWING IS CHECKED:

CAUTION:
READ CAREFULLY
BEFORE YOU
CHECK A BOX

- 1. I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE **IN EXCESS OF ITS MECHANICAL LIMITS**
- 2. I HEREBY CERTIFY THAT THE ODOMETER READING IS **NOT THE ACTUAL MILEAGE.**
WARNING - ODOMETER DISCREPANCY

SELLER AFFIRMS, UNDER PENALTY OF PERJURY, THAT THE ABOVE FACTS ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE

Dealer's Agent Printed Name (Selling Dealer)		Dealer's Agent Signature	
Buyer's Signature (1) Acknowledges Receipt of Statement		Buyer's Signature (2) Acknowledges Receipt of Statement	
Buyer's Printed Name (1) First, Full Middle or Maiden, Last		Buyer's Printed Name (2) First, Full Middle or Maiden, Last	
Street Address	City	State	Zip Code

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THIS ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW.

FILE: - ORIGINAL: WITH TITLE

COPY: DEALER RECORD

ATTACHMENT A

CERTIFICATION OF RECYCLED CONTENT

CONTRACT NAME: CERTIFICATES OF DESTRUCTION

- I. **INSTRUCTIONS:** Submit a separate certification with your bid response for each item or group of items having a different percentage of recycled content. See Recycled Content Requirements. Complete all entries.
- II. **MINIMUM RECYCLED CONTENT:** The subject invitation to bid specifies a minimum of 20% post-consumer recovered materials for eligibility for a price preference. My firm submits with this bid a manufacturer's certification that the following item(s) have the specified minimum recovered materials:

Item(s)	Recovered Material By fiber weight:	Post-consumer Recovered material by fiber weight:
HSMV FORM # 82013	<u>50%</u>	<u>20%</u>

I offer the following evidence of the accuracy of this claim (laboratory or engineering report, Manufacturer's or supplier's specification or certification, etc.):

See attached Part 2 only

ATTACH ADDITIONAL PAGES OR DOCUMENTS AS APPROPRIATE.

- III. **FAILURE TO PERFORM:** I understand that failure to deliver items containing the recycled content as certified, will lead to rejection of the items, and a requirement to deliver as specified, or risk a declaration of default in accordance with the procedures set forth in Rule 60A-1.006(3), Florida Administrative Code. All items certified as having recycled content are subject to verification through testing.

Firm: BBF, Inc.

Authorized Signature: Tom Perrin

Typed Name: TOM PERRIN

Date: 4/14/03

Mill Certification

Name of Mill: Appleton Papers Inc.

Address of Mill: 825 E. Wisconsin Avenue
Appleton, WI 54912
(414) 749-8118

Federal Employer ID Number: 36-2556460

Type of paper the mill will furnish to the bidder:

All carbonless papers referenced herein are NCR Paper Recover[®] carbonless paper manufactured by Appleton Papers Inc. This is a standard mill certification and does not guarantee that any paper provided by the bidder for any specific bid will be this product, only that Recover can be supplied to the bidder by Appleton Papers Inc. if requested.

All of the following have a minimum recycled content of 50% based upon total finished product weight, with 50% recycled content and 20% post consumer waste content. Recover is a free sheet paper with no groundwood content.

The description of the post consumer material contained in the carbonless paper referenced herein is laser free computer print out.

Product Description

CB 15# recycled carbonless, available in white only

CFB 14.5# recycled carbonless, available in white, canary, pink, and goldenrod

CF 15# recycled carbonless, available in white, canary, pink, and goldenrod

	<u>MINIMUM BRIGHTNESS (GE)</u>	<u>MINIMUM OPACITY</u>
CB	80.4	77
CFB(white)	79.0	Not normally a control test
CF (white)	81.4	Not normally a control test

CERTIFICATION: I, the undersigned employee of the above-named mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named mill and that the type of paper listed above which my company will furnish to the bidder, if the bidder is awarded the contract or purchase requisition for which they are applying and requests the products referenced herein, shall contain not less than 20% post consumer material.

The nature of the post consumer material is also identified above. I understand that this document is subject to the provisions of the unsworn falsification of authorities act (18P.S. Section 4904).

Signature

Nancy A. Fritsch

Name of Signatory

Nancy Fritsch

Title

Product Specialist

Date

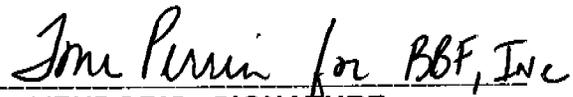
February 12, 1998

* NCR Paper is a trademark of NCR Corporation licensed to Appleton Papers Inc

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service 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 shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

SAVINGS/DISCOUNTS/PRICE REDUCTIONS

COMMODITY OR SERVICE: Certificates of Destruction

Bidder/Respondent: Please furnish the percent (%) discount in prices offered compared to prices that would be paid without this competitive solicitation.

Prices offered average 15 % discount.

Savings: Non-discounted price \$ 4976 X 15 % discount = \$ 770 savings.

Additional comments or savings information:

Authorized Signature: Tom Purin

Date: 4/14/03

Telephone: 850 222 1875

Email: tallahassee@bbfprinting.com

Company name: BBF, Inc.

To be completed by DHSMV representative as applicable:

ITB/RFP/ITN NUMBER _____ or Date of informal bid or quote _____

Requisition # _____ P O # _____ Division _____

Total award amount \$ _____

Faxed on 4/4
to HSMV

BID LIST REGISTRATION

With this sheet you have received bid documents for the following:

Bid, RFP or ITN #: 019-03 Rebid

Number of Addenda as of above date: None

Item(s) of Bid: Certificate of Destruction, DHSMV form 82013

Date and Time Due: April 15, 2003 2:00 PM

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
Neil Kirkman Building, Room B412
2900 Apalachee Parkway, Mail Station 31
Tallahassee, Florida 32399-0524

Company Name: BBF, Inc.

Address: 1201 Hays St. Ste 120

City, State & Zip: Tallahassee FL 32301

Attn: TOM PERRIN

Telephone: (850) 222 1875

Fax No.: (850) 222 2309

Email: Tallahassee@bbfprinting.com

Signed: Tom Perrin Date: 4/4/03

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

FOR FURTHER INFORMATION ON THIS PROCESS, YOU MAY TELEPHONE (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://www.hsmv.state.fl.us/purchasing> and select "Current Bid Solicitations & Awards".

Notice to all vendors. All bid solicitations are subject to change. It is the responsibility of the vendor to check for any future addendums, questions, revisions, etc., prior to the bid opening. Failure to do so will be the responsibility of the vendor. Bid advertisements and documents, including addenda, may be searched through the Florida Vendor Bid System search form at: <http://fcv.state.fl.us/owa/vbs/owa/vbs> www.search.criteria form



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Advertisement Detail

Dept of Highway Safety and Motor Vehicles

Invitation to Bid

Certificates of Destruction HSMV Form #82013

Advertisement Number: 019-03 Rebid

Version Number: 000

Advertisement Begin Date/Time: 04/01/2003

Commodity Code(s):

694-390-000-0000

Description(s):

Certificates of Destruction HSMV Form #82013

Invitation to Bid will be available at:

Neil Kirkman Bldg., Room B412

2900 Apalachee Pkwy., MS 31

Tallahassee, FL, 32399 -0524.

Invitation to Bid will be opened at the above address at 02:00 P.M., April 15, 2003.

Please direct all questions to:

Richard Stafford

Phone: (850) 488-8527

FAX: (850) 922-6273

Suncom Phone: 278-8527

Suncom FAX: 292-6273

Email: stafford.dick@hsmv.state.fl.us

Any person with a qualified disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact purchasing at the phone number above 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).

The Department reserves the right to reject any and all bids or accept minor irregularities in the best interest of the State of Florida.

Minority Business Enterprises are encouraged to participate in the bidding process.

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STATE OF FLORIDA
INVITATION TO BID

Bidder Acknowledgement

SUBMIT BID TO:
 Department of Banking and Finance
 2900 Atlantic Boulevard
 Tallahassee, Florida 32302
 Telephone Number: (904) 238-8200

DATE: 04/15/2003
 TIME: 10:00 AM
 BIDDING ROOM: 2700
 AGENT: 04715/2003

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER	DELIVERY DATE WILL BE _____ DAYS after receipt of Purchase Order	CASH DISCOUNT TERMS
VENDOR NAME	REASON FOR NO BID	
VENDOR MAILING ADDRESS		
CITY - STATE - ZIP	POSTING OF BID TABULATION	
AREA CODE	TELEPHONE NUMBER	Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about 04/15/2003
	TOLL-FREE NUMBER	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

 AUTHORIZED SIGNATURE (MANUAL)

 AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

- SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.
 - NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
 - BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
 - PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.
 - TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.
 - DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
 - MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.
 - CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
 - ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
 - DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding State of Florida holidays, unless otherwise specified.
 - ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid from the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by a Change Notice issued and signed by the State.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF BID PROTEST BONDING REQUIREMENTS:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
11. **AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- Suppliers name being removed from the Division of Purchasing vendor mailing list.
 - All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Division of Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
20. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **FACILITIES:** The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.
- CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons.
 - PRINTING ADJUSTMENT, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of bid expressly so provide.
 - COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
 - QUALITY-PERFORMANCE ANALYSIS:** The contractor on any purchase of printing in excess of the threshold for category two shall complete and forward to the Division of Purchasing the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

BID LIST REGISTRATION

With this sheet you have received bid documents for the following:

Bid, RFP or ITN #: 019-03 Rebid

Number of Addenda as of above date: None

Item(s) of Bid: Certificate of Destruction, DHSMV form 82013

Date and Time Due: April 15, 2003 2:00 PM

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

**DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
Neil Kirkman Building, Room B412
2900 Apalachee Parkway, Mail Station 31
Tallahassee, Florida 32399-0524**

Company Name: _____

Address: _____

City, State & Zip: _____

Attn: _____

Telephone: () _____

Fax No.: () _____

Email: _____

Signed: _____ Date: _____

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

FOR FURTHER INFORMATION ON THIS PROCESS, YOU MAY TELEPHONE (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://www.hsmv.state.fl.us/purchasing> and select "Current Bid Solicitations & Awards".

Notice to all vendors. All bid solicitations are subject to change. It is the responsibility of the vendor to check for any future addendums, questions, revisions, etc., prior to the bid opening. Failure to do so will be the responsibility of the vendor. Bid advertisements and documents, including addenda, may be searched through the Florida Vendor Bid System search form at: <http://fcn.state.fl.us/owa/vbs/owa/vbs/www.search.criteria.form>

Certification of Destruction, DHSMV
Form - 82013
ITB 019-03 REBID

SECTION 2 PURPOSE AND GENERAL INFORMATION

2.1 PURPOSE: The Department of Highway Safety and Motor Vehicles, hereinafter called the Agency or Department, intends to obtain competitive bids to establish a three-year contract for the printing of (306,000 annually) of **Certificates of Destruction - Form #82013**.

2.2 QUANTITY: Total of 306,000 annually, Certificates of Destruction, Form Number 82013 to be printed over a period of three (3) years, plus or minus thirty percent (30%) per annual printing.

Bids containing terms and conditions conflicting with those contained in this ITB shall be rejected.

NOTE: Bids will be considered only from bidders who are regularly engaged in the service/products BID business, are financially responsible and who have the necessary equipment and personnel to provide the services and goods required by this contract.

2.3 GLOSSARY:

BID: All information and materials submitted by a Contractor in response to this ITB.

BIDDER: Any firm or person who submits a proposal to the Department in response to this ITB.

CONTRACT: The notice of award and/or purchase order(s) and/or contract(s) issued by the Department to the Contractor pursuant to this ITB, which shall incorporate, among other provisions, the contents of this ITB, and the successful Contractor's bid, except as specifically provided to the contrary in the notice of award and/or purchase order(s) and/or contract(s).

CONTRACTOR (PRIME CONTRACTOR): The Contractor with whom the State executes a Contract/purchase order to provide the required commodities/services.

DAY: A calendar day.

NUMBER OF VERBS OR NOUNS: Throughout this ITB, the singular may be read as the plural and the plural as the singular.

PUBLIC ENTITY CRIMES: As defined in paragraph 287.133(1)(g), Florida Statutes, "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

CONTRACTOR: Any firm or person who submits a bid to the Department in response to this ITB.

STATE: State shall be synonymous with the Department of Highway Safety and Motor Vehicles.

SUBCONTRACTOR: Any person other than an employee of the Contractor who performs any of the services listed in this ITB for compensation paid by the Contractor.

VALID BID: A responsive bid in full compliance with the invitation to bid specifications and conditions by a responsible person or firm. The responsiveness of a bid shall be determined based on the documents submitted with the bid. The responsiveness of the bid and the qualifications or responsibility of the bidder will be determined as of the time the bid is publicly opened.

- a. Responsive bidder means a person or firm, which has submitted a bid, which conforms in all material respects to the invitation to bid.
- b. Responsible or qualified bidder means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of an invitation to bid requiring information may be cause for such proposal to be rejected.

VENDOR: Any firm or person who submits a bid to the Department in response to this ITB.

2.4 ISSUING OFFICER: The Issuing Officer is the sole point of contact outside of conferences and meetings with the agency's negotiating team, from the date of the release of the ITB until bids are initiated. All questions and requests for clarification outside the above-referenced meetings should be directed to:

Russ Rothman, CPPO
Chief, Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
(850) 488-8290 – Telephone
(850) 922-6273 – FAX

Email rothman.russ@hsmv.state.fl.us

2.5 CONTRACT MANAGER: The DHSMV employee identified below is designated as Contract Manager for this purchase and will serve as liaison for the ongoing administration of the resulting Contract and the resolution of any problems related thereto:

Gail Andrews, Program Manager,
Bureau of Titles and Registrations,
Department of Highway Safety and Motor Vehicles,
Neil Kirkman Building, Room A334,
2900 Apalachee Parkway,
Tallahassee, Florida 32399-0500

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

2.7 ACCESSIBILITY FOR DISABLED PERSONS: If a special accommodation is needed, please advise no later than five working days prior to the event.

2.8 PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 contract, 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.

2.9 DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award 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. (Ref. s. 287.134, FS, as amended by Chapter 2000-286, Laws of Florida, created by HB2127, Section 6 (2)(a) and (3)(a).)

SECTION 3 SPECIAL CONDITIONS

3.1 CONTRACT: The contract between the Department and the successful bidder (Contractor) shall incorporate this ITB, addenda to this ITB, and the Contractor's bid. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract shall govern. The contract shall be awarded in accordance with Rule 60A-1.001(9), Florida Administrative Code.

3.2 TERM: This Agreement shall be in effect from the begin date of the contract for the initial period of thirty-six (36) months with an option to renew for One (1) additional two (2) year period. Renewal is contingent upon satisfactory performance by the successful bidder and the availability of funds. The vendor shall advise in writing at least ninety (90) days prior to contract expiration whether or not any price increase(s) will be sought at the commencement of or during the renewal period.

3.4 PRICE ESCALATION: A price escalation may be added by the vendor to the price of all items for the second and third twelve (12) month periods of the thirty-six (36) month contract period and for each twelve (12) month portion of any renewal periods by using the Producer Price Index (Custom Printed business forms #2761-58) published by U. S. Department of Labor, Superintendent of Documents, P. O. Box 311954, Pittsburgh, PA 15220-7954, Phone # 200/512-1800 using the formula indicated below.

New PPI INDEX

Old PPI Index = Price Escalation Rate

The last published Producer Price Index prior to award of the contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference date for the New PPI Index. Increases claimed by the contractor in accordance with this formula must be documented by the Contractor to the agency's satisfaction at least 30 calendar days prior to the effective date of the increase, i.e. no later than May 2nd.

The agency may require a decrease by the amount of the PPI decrease from the last PPI published prior to award of the contract and during any renewal period

3.5 PRIDE: 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 shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida 12425 28th Street North, St. Petersburg, FL 337216-1826, telephone 800-643-8459.

3.6 RESPECT: 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 a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S. in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), 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 the state agency insofar as dealings with such qualified nonprofit agency are concerned. The nonprofit agency is identified as: RESPECT of FLORIDA.

Available products, pricing and delivery schedules may be obtained by contacting: Customer Service, RESPECT of FLORIDA, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone (850) 487-1471.

3.7 MANDATORY REQUIREMENTS: The Department has established certain mandatory requirements which must be included as part of any proposal. The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition.

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 itself cause rejection of a bid.

3.8 NON-RESPONSIVE BIDS, NON-RESPONSIBLE RESPONDENTS: Bids which do not meet all requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the State. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the ITB, and which respondents are responsible.

3.9 COSTS OF DEVELOPING AND SUBMITTING BID; OWNERSHIP: Neither the Department nor the State is liable for any of the costs incurred by a Bidder in preparing and submitting a bid. All bids become the property of the Department upon receipt and

will not be returned to the Bidders once opened. The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this ITB. Selection or rejection of the bid will not affect this right.

3.10 ADDENDA: Any and all addenda to this ITB will be issued in writing posted on the Florida Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. Contractors must timely acknowledge receipt of addenda in writing.

3.11 BIDDERS INQUIRIES: The Bidder shall examine the invitation to BID (ITB) to determine if the State's requirements are clearly stated. If there are any requirements, which restrict competition, the bidder may request, in writing, to the State that the specifications be changed. The bidder who requests changes to the State's specifications must identify and describe the bidder's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this ITB, and/or requests for changes to the invitation to bid must be received in writing by the issuing purchasing office no later than December 27, 2002. A bidder's failure to request changes by the date described above, shall be considered to constitute bidder's acceptance of State's specifications. The State shall determine what changes to the invitation to bid shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this invitation to bid, which shall be posted on the State's Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu in order that all contractors shall be given the opportunity of submitting proposals to the same specifications.

3.12 DISPUTES: Any prospective bidder who disputes the reasonableness or appropriateness of the terms, conditions and specifications of this ITB, any addendum, Notice of Respondents Selected for negotiations, Notice of Intended Award, or notice of Intent to Reject all Proposals, shall file a Notice of Intent to Protest in appropriate form within 72 hours (excluding State holidays, Saturday and Sunday) of the receipt of the ITB or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in Section 120.53(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3.13 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a proposal hereto and the Department. Lack of knowledge of the law or

applicable administrative procedures, regulations or rules by any Respondent shall not constitute a cognizable defense against their effect. ITB

3.14 NOTICE TO CONTRACTOR: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

3.15 CONFLICT OF INTEREST AND DISCLOSURE: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement.

3.16 TAXES: The Department is generally exempt from all federal, state and local taxes and no such taxes shall be included in the price of the Contract. The Department shall have no responsibility for the payment of taxes, which become payable by Contractor or its subcontractors in performance of the Contract.

3.17 INVOICES: Items to be invoiced as shipped or delivered. Invoices to be submitted in triplicate to Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, MS-22, Room A414, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0514, Attention: Bureau of Accounting. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's, rights and the State Agency's responsibilities concerning interest penalties and time limits for payment of invoices.

3.18 ADDITIONS/DELETIONS: During the term of the contract resulting from this Invitation to Bid, the State shall have the right to add/delete services/products upon mutual written agreement of both parties.

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

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

3.21 ASSIGNMENT OF THE CONTRACT: The Contract is not assignable except with the prior written approval of the Department. Monies, which become due thereunder are not assignable except with the prior written approval of the Department, and the concurrence of the Comptroller of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, shall operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

3.22 BENEFIT: The Contract is for the benefit of the Department and the Contractor and not for the benefit of any third party or person.

3.23 VALUE ANALYSIS AND CHANGES TO SPECIFICATIONS: The agency is always interested in reducing product/service costs while preserving or improving the usefulness of the product/service for its intended purpose.

Bidders are encouraged but not required to perform a process of value analysis of the item(s) of bid, in cooperation with agency representatives, and offer suggestions for changes to product/service specifications or contract terms and conditions. In analyzing an item or service, the following steps are suggested:

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

For each material or process, consider (a) does its use contribute to value? (b) Is its cost proportionate to its usefulness? (c) Does it need all its features? (d) Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present their suggestions for changes to the invitation to bid as early as possible before the bid submittal date, so that suggestions may be fully considered and, if appropriate, addenda modifying the invitation to bid may be timely issued to all prospective bidders. Suggested change(s) to specifications, terms or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the usefulness of the product/services, production or delivery cost(s), use costs and appropriateness of the terms and conditions in protecting the rights of the parties. Include pros and cons.

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

3.24 VALUE ANALYSIS AND SHARED SAVINGS INCENTIVE: As an alternative to the above, a successful bidder who has been awarded a contract will also be encouraged but not required to engage in a similar process of value analysis and suggested changes. The vendor awarded a contract is encouraged to present any suggestions in a timely manner following award, with estimated or actual reductions in costs the vendor would incur in performing the contract, or cost reductions available to the agency in the use of the revised item.

If a suggestion is accepted by the agency, the vendor will be required to present documentation of the savings, satisfactory to the agency. Generally, documentation will consist of the vendor's complete cost or pricing records, for the product/service as specified, and the revised product/service as proposed by the vendor. Supporting documentation may also be required, for example, invoices or price quotations from the vendor's suppliers, or, the vendor's standard instructions and standard cost elements routinely used by the vendor's estimators. The cost of any pre-production samples or performance bonds or other forms of assurance suggested by the vendor or required by the agency shall be deducted from the gross savings. Documented savings for alternative processes or materials accepted by the agency prior to or during contract performance will be shared on a 50-50 basis with the vendor over the balance of the life of the contract.

Example: A vendor is awarded a \$200,000 printing contract. The vendor proposes and the agency accepts changes in paper stock, composition, construction and packaging that save the vendor \$20,000 over the balance of the life of the contract. The contract is amended to allow the alternative materials and processes, and the contract price is reduced to \$190,000. The vendor reduces his cost by \$20,000, of which \$10,000 is passed on to the agency by reducing the contract price from \$200,000 to \$190,000.

NOTE: Ideas submitted will enter the public domain, whether or not the contract for which they are submitted is revised, and may be used by the agency at other times or in other applications without the agreement of or compensation to the firm having originally proposed the idea.

For further information contact the Chief of Purchasing and Contracts at (850) 488-8290.

3.25 CONTRACTOR'S INSURANCE: The Contractor shall not commence any work in connection with the Contract until he has obtained all the following types of insurance and such insurance has been approved by the Purchaser, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and licensed to do business in Florida.

- a. WORKER'S COMPENSATION INSURANCE: The Contractor shall take out, and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workman's Compensation statute, the Contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

- b. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall take out and maintain during the life of this agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this
 - c. agreement whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:
 - 1. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGE, BODILY INJURY & PROPERTY DAMAGE
\$100,000.00 Each Occurrence, Combined Single Limit
 - 2. AUTOMOBILE LIABILITY COVERAGE, BODILY INJURY & PROPERTY DAMAGE
\$ 50,000.00 Each Occurrence, Combined Single Limit

Insuring clause for both BODILY INJURY and PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

- d. SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall require each of his Subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his Subcontractors in his policy as specified above.

- e. **LOSS DEDUCTIBLE CLAUSE:** The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

3.26 APPLICABLE LAWS AND RULES: The contractor shall comply with all laws, regulations, and directives issued by any public health agency pertaining to the Workers' Compensation Act and shall conduct said operation in a safe, efficient and sanitary manner. The contractor is responsible for complying with any applicable local, state or national codes and/or ordinances. All necessary permits and licenses shall be the responsibility of the contractor.

3.27 LIABILITY: The contractor shall hold harmless the Department from any and all liability in damages arising out of covenants and agreements, it being specifically understood that it is an independent contractor to furnish said service upon its own credit and it is not an employee, agent, servant or representative of the Department.

3.28 TERMINATION FOR CAUSE: The Department reserves the right to immediately terminate the Contract by providing written notice to the Contractor if the Department determines any of the following have occurred:

1. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the ITB or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. Contractor fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
3. The action or inaction of the Contractor substantially endangers the performance of the Contract, or such occurrence can be reasonably anticipated.
4. There may be unilateral cancellation of the agreement by the Department if the Contractor refuses public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.F.S., and made or received by the Contractor in conjunction with this Contract.

Notwithstanding approval requirements, which may be reserved, to the Department of Highway Safety and Motor Vehicles under the contract, the Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under the contract. The Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Department of Highway Safety and Motor Vehicles.

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in sub-paragraphs 2 or 3 above, the Contractor shall have ten (10) calendar days after receipt of said notice to remedy the failures or problems. If the Contractor fails to so remedy, the Department of Highway Safety and Motor Vehicles may order the Contractor to stop immediately all work. If the contract is terminated for cause or unilaterally canceled by the Department of Highway Safety and Motor Vehicles, the Department of Highway Safety and Motor Vehicles shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

3.29 TERMINATION BY MUTUAL AGREEMENT: With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

3.30 TERMINATION IN THE BEST INTERESTS OF THE STATE: The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30-day notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the state. If the Department terminates in the best interests of the state after an order for materials or services has been placed; the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30-day written cancellation notice will be sent to the vendor.

3.31 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION: After receipt of a Notice of Termination, and except as otherwise specified by the Department, contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
3. Complete performance of such part of the work as shall not have been terminated by the Department; and

4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

3.32 SEVERABILITY: It is understood and agreed by the parties hereto, that if any part, term or provision of the Contract is held by the courts to be illegal or in conflict with any law of the State governing the Contract, the validity of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

3.33 FORCE MAJEURE: Except as otherwise provided herein, neither Contractor nor the Department shall be liable to the other for any delay in, failure of performance of, any covenant contained herein nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. As herein used "force majeure" is strictly limited to include fire, explosion, action of the elements, rationing, war, or civil disturbance. The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

3.34 DEFAULT: Failure of the Contractor to perform according to the Contract shall be cause for the Contractor to be found in default. In the event of default, any and all procurement costs, along with any other remedies provided in the ITB, Contract and/or by rule or law, may be charged against the Contractor.

3.35 BID BOND OR BID GUARANTEE: Each bidder shall submit with his/her bid with a certified or cashier's check or bid bond in the amount of 5% of his/her total bid price or have on file with this Department an annual bid bond. Check or bid bond shall be payable to the Department of Highway Safety and Motor Vehicles. This check/bond is to insure against withdrawal from competition subsequent to his/her submitting of the bid and to guarantee performance when the contract is awarded. This check/bond will be returned to all successful bidders immediately upon the awarding of the contract.

The check/bond of the successful bidder will be retained until the successful bidder furnishes this Department with an acceptable performance bond in the amount of the 100% of the total bid/contract price. The performance bond must be submitted to the Department within fifteen (15) days from date of award. Said performance bond shall be forfeited on failure to perform on any part of specifications and contract outlined herein. Such bond shall be issued from a reliable surety company, licensed to do business in the State of Florida and acceptable to the purchaser.

To be acceptable to the purchaser as a Surety for Bid Bonds and Performance Bonds, a Surety company shall comply with the following provisions:

1. The Surety Company must be admitted to do business in the State of Florida.
2. The Surety Company shall have been in business and have a record of successful Continuous operation for at least five years.
3. All bonds shall be signed by a Florida licensed resident Agent who holds a current Power of Attorney from the Surety Company issuing the bond.

3.36 PERFORMANCE BOND: The successful respondent shall supply, no later than ten (10) days after award of contract, a Performance Bond, in the amount of 5% of total bid price for 306,000 forms, issued by an insurance company licensed by the Florida Department of Insurance, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the State and the respondent and which will further indemnify and save harmless the State from all costs and damages by reason of the respondent's default, breach or failure to satisfactorily complete any of the following terms.

1. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this Contract; and
2. Successful, full and satisfactory completion, including the dates specified between The State and the vendor, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned. In the event of any breach on the part of the vendor, the Surety and/or the state shall have the right to take possession, custody, and control of any work site and/or installation and to complete and operate same forthwith, with any costs attributable thereto borne by the respondent or the Surety. In the event of control and operation of any site(s) by the state or Surety, the state shall incur no financial obligation to the Respondent, and shall recover from the Respondent or Surety any costs of cover, i.e. additional costs, if any, incurred by the state in operating any site(s) during the breach by the Respondent.

The bond must be renewed annually no later than ten (10) business days prior to the beginning of the next contract year. For the second and subsequent contract and renewal years, the renewal bond amount must equal or exceed the total price amount proposed for the corresponding contract or renewal year in the Respondent's proposal.

3.37 LIQUIDATED DAMAGES: Liquidated damages of \$150.00 per day shall be imposed for failure to complete and deliver as per specifications and delivery schedule set forth in this Invitation to Bid.

3.38 LOSS DEDUCTIBLE CLAUSE: The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

3.39 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of State. All persons furnished, used, retained, or hired or on behalf of Contractor or such subcontractor, and Contractor shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

3.40 EXTRANEOUS TERMS AND CONDITIONS:

- a. ALL RIGHTS AND PRIVILEGES ACCORDED TO THE STATE AS BUYER BY CHAPTER 672, FLORIDA STATUTES, SHALL APPLY TO ANY TRANSACTION (S) RESULTING FROM THIS ITB. ANY ATTEMPT BY BIDDER TO LIMIT SUCH RIGHTS SHALL HAVE NO FORCE AND EFFECT.
- b. ANY PURCHASE AGREEMENT FORM, EQUIPMENT AGREEMENT FORM, SOFTWARE OR SERVICES FORM OR ANY OTHER FORM OR CONTRACT SUBMITTED BY BIDDER WILL NOT BE USED SINCE A CONTRACT AND/OR PURCHASE ORDER (S) RESULTING FROM THIS ITB, INCORPORATING THE ITB AND BID, WILL CONSTITUTE A COMPLETE AGREEMENT. ANY PURCHASE AGREEMENT FORM, EQUIPMENT AGREEMENT FORM, SOFTWARE OR SERVICES FORM OR ANY OTHER FORM OR CONTRACT SUBMITTED BY BIDDER SHALL HAVE NO FORCE AND EFFECT.
- c. WARRANTIES SUBMITTED WITH YOUR PROPOSAL OR OFFER, EITHER APPEARING SEPARATELY OR INCLUDED IN REPRINTED LITERATURE AND PRICE LISTS, SHALL NOT BE ACCEPTABLE AND PROVISIONS HEREIN SHALL TAKE PRECEDENCE.

- d. THE PROPOSER SHALL NOT SUBMIT WITH ANY BEST AND FINAL OFFER ANY CONTRACT TERMS OR CONDITIONS NOT IN CONFORMITY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS ITN. THE BEST AND FINAL OFFER AND THE STATE'S ACCEPTANCE BY CONTRACT (S) AND/OR PURCHASE ORDER (S) SHALL CONSTITUTE THE COMPLETE CONTRACTUAL AGREEMENT. BEST AND FINAL OFFERS CONTAINING TERMS AND CONDITIONS CONFLICTING WITH THIS REQUIREMENT SHALL BE REJECTED, **EXCEPT AS PROVIDED IN PARAGRAPH a., b., AND c. ABOVE.**

3.41 SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The contractor shall require each of his subcontractors to secure and maintain during the life of the Subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

3.42 SUBCONTRACTORS: The satisfactory supply of equipment and services, and completion of the effects detailed herein are the responsibility of the successful bidder. Bidder must retain total responsibility in the event bidder elects to subcontract certain portions of the services contracted for. The purchaser will interface only the vendor listed and not any subcontractors. The contractor is responsible for complying with any applicable codes and/or ordinances.

3.43 ECONOMY OF PRESENTATION: Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this Invitation to Bid. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the evaluation of bids, it is essential that bidders follow the format and instructions contained herein.

3.44 DISCUSSIONS: Prior to the State determining whether bids have been submitted in accordance with the requirements of this Invitation to Bid, any discussion by the bidder with any employee or authorized representative of the State involving cost information will result in rejection of said bidder's response.

No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications, which are in writing from this Department, may be considered as a duly authorized expression on behalf of the state. Any inquiries from bidders concerning this bid shall be submitted in writing to the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

3.45 MINOR BID EXCEPTIONS: This Department reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.

3.46 SILENCE OF SPECIFICATIONS: The apparent silence of specifications set forth in this bid in this bid and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality to be used. All interpretations of this bid shall be made upon the basis of this statement.

3.47 SUBMISSION OF MANDATORY FORMS: The bid shall be signed by a representative who is authorized to contractually bind the bidder.

Any addenda or answers to written questions supplied by the State to participating bidders become part of this Invitation to Bid and the resulting contract(s) and shall include an Addendum Acknowledgement Form.

3.48 SUBMITTING OF BID: The bid forms furnished must be submitted with your bid. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated.

Submit your bid to: Department of Highway Safety and Motor Vehicles, Bureau of Purchasing and Contracts, Neil Kirkman Building, Room B412, Mail Station 31, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

3.49 IMPORTANT: Mark on the envelope/container in which your bid is submitted: Bid No. 019-03 to be opened 2:00 PM, April 15, 2003

3.50 BID AWARD: It is anticipated award will be made pursuant to General Condition Paragraph 11. The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received. It is anticipated that award will be to the lowest responsive bidder selected by the Department, at its sole discretion. The Department reserves the right to reject all bids and to waive any minor irregularity or technicality in bids received.

All bidders are advised to examine their bids carefully. All bid prices shown on the bid sheets submitted are final and mistakes will be at bidder's risk.

Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to vendor at bidder's expense for rebate or replacement. Since it is impossible for this Department to inspect all items on arrival, a reasonable opportunity must be allowed for inspection and returning of defective items to the vendor.

POSTING OF BID TABULATION: Bid Tabulation with recommended award will be posted for review by interested parties on the Florida Vendor Bid System at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu by noon of the day following the bid opening and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 4 SCOPE OF CONTRACT

4.1 PROOFS: Contractor shall be required to furnish proofs of each form prior to printing. Proofs must be submitted within 15 days of the award to:

Gail Andrews, Program Manager,
Bureau of Titles and Registrations,
Department of Highway Safety and Motor Vehicles,
Neil Kirkman Building, Room A334G,
2900 Apalachee Parkway,
Tallahassee, Florida 32399-0500

4.2 BID SAMPLE: Contractor shall submit a sample or samples of documents, at the time the bid is submitted, which contain all the security features requested in this bid. The Department shall reject any bid that does not include sample document(s) or if sample fails to meet all security requirements.

Certificate of Destruction – form # 82013 is available by contacting:

Ms. Gail Andrews
Department of Highway Safety and Motor Vehicles
Kirkman Building, Room A334G, MS 68
Tallahassee, FI 32399
(850) 922-2473

4.3 PRE-PRODUCTION SAMPLES: Contractor will be required to furnish satisfactory evidence of his ability to perform the terms of this contract. After form proofs are approved by the Department, successful bidder must produce 100 pre-production samples of the Motor Vehicle/Vessel Certificate of destruction in exact construction and printing, as per specification. These samples will be used for additional proofing and Department

machine testing. Final approval for production will be given by the Department after testing samples. Samples must be submitted within 48 calendar days after Department approval of the proofs in order to meet delivery schedule. Pre-production samples are to be submitted to the Bureau of Titles of Registrations, Room A338, Division of Motor Vehicles.

4.4 QUALITY: In accordance with s.283.425, Florida Statutes, no printing may be accepted as in compliance with the contract when the printing is not of the grade of workmanship which is usually employed by professional printers on printing of such class, or when the printing is not of the full quantity or acceptable quality for which it has been contracted.

If immediate necessity and lack of time to procure printing elsewhere compel the use of defective printing furnished by a contractor, it shall be accepted without approval, and one-half of the contract price thereon shall be deducted as liquidated damages for breach of contract. The agency will notify the contractor as to non-acceptance within 120 days after delivery. If delivery is made by the date required in this Invitation to Bid, the contractor shall have 15 calendar days to correct any defects, unless time constraints make this provision impractical.

4.5 OVERRUN OR UNDER-RUN: Under-runs must be limited to no more than 10% of each annual printing. At the option of the Department, and if funds are available, the Department reserves the right to accept an overrun up to 10% of the annual quantity.

4.6 REVISIONS: Minor printing or construction revisions may be required during the contract and shall be made at no expense to this Department. In case of major revision, price quoted in this bid shall prevail. Cost of major revision will not be considered in bid award.

4.7 MISSING, SKIPPED OR DUPLICATED: Missing, skipped or duplicated numbers will not be allowed. There must be no missing, skipped or duplicated numbers due to auditing and security reasons. Contractor shall guarantee that only one copy of each serially numbered document will be produced. **State of Florida WILL BE AWARDED DAMAGES IN THE AMOUNT OF FIVE DOLLARS (\$5.00) FOR EACH DUPLICATED, MISSING, MUTILATED OR UNNUMBERED DOCUMENT.**

4.8 PACKING AND SHIPPING: Certificates of Destruction are to be shrink-wrapped in packages of 100 with 900 forms per case. If heavy stapling is used, heavy cardboard must be put on top of the certificates before top of box is stapled. All cases to be labeled with the following: **form number, revision date, Department purchase order number, amount enclosed, and vendor's name.** All cases to be numbered in numerical order on top left-hand corner with case number by total cases (i.e. case number 1 of 250 or 1/250).

THE FORM NAME AND FORM NUMBER SHOULD BE ON THE CASE. Cases must be tightly sealed on four-way non-reversible pallets 42" x 48". Pallets should be loaded so that the highest control number (not case number) will come off truck first.

Cases must be of good heavy grade material, the appropriate size and design and capable of stacking at least ten high. Cases must not be stuffed with filler. This is a must in order for us to store properly. Forms must be shipped on pallets, and securely sealed.

4.9 INSPECTION: All forms to be carefully inspected by the printer before shipment to the Department. The furnished forms must be equal in every respect as to quality and material as approved in proof form by this Department. Any forms delivered to the Department not meeting specifications or found to be poorly printed or manufactured will not be accepted by returned to vendor at his/her expense for replacement or rebate. It is impossible for this Department to inspect all items on arrival, therefore a reasonable opportunity must be given this Department for inspection of forms and returning of defective forms to the printer.

4.10 DELIVERY: All prices to be FOB destination. This Department will not pay freight. Forms to be delivered inside to the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room AB10, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0500. Department's Supply Supervisor (850) 922-3110 must be notified 24 hours prior to delivery. Delivery will not be accepted after 3:00 P.M.

4.11 DELIVERY SCHEDULE: Upon awarding of the bid our purchase order will be issued for a three-(3) year period. Delivery will be as follows:

THREE YEAR CONTRACT TERM: 04/21/2003 – 04/20/2006

<u>First Year:</u>	05/01/2003	-	04/30/2004	(306,000 – 340 cases)
1 st Delivery:	05/01/2003		120 cases	(108,000) not later than
2 nd Delivery	07/01/2003		110 cases	(99,000) no earlier than 60 days after the first delivery, but no later than 65 days.
3 rd Delivery	09/01/2003		110 cases	(99,000) no earlier than 90 days after the second delivery, but no later than 95 days.

Prior to printing each subsequent annual quantity of 306,000 (340 cases), the contractor must submit a copy proof to Department for approval to ensure that no changes are required due to Legislative requirements. The Department will authorize the printing and delivery schedule in writing to the contractor.

<u>Second Year:</u>	05/01/2004	04/30/2005	(306,000 - 340 cases)
<u>Third Year:</u>	05/01/2005	- 04/30/2006	(306,000 - 340 cases)
<u>First Year Renewal</u>	05/01/2006	- 04/30/2007	(306,000 - 340 cases)
<u>Second Year Renewal</u>	05/01/2007	- 04/30/2008	(306,000 - 340 cases)

The Department reserves the right to require annual copy changes, vary annual delivery dates and adjust annual quantities, plus or minus 30%. For quantity variations in excess of the 30%, the Department reserves the right to suspend the contract for the full year and separately bid the required quantities. Also, the parties reserve the right to negotiate any changes in composition, construction, quantities and delivery schedules, as well as cost impacts of such changes, beyond the scope of this contract upon mutual agreement.

The Department reserves the right to make any changes during the month of July by notifying the contractor of any copy changes, scheduling changes, and quantity changes. Whether or not the contractor has received a notice of any changes, he/she must submit a copy proof and delivery schedule to the Department for approval no later than August 10 of any contract year. No printing is to be done, or copy or delivery schedules finalized, prior to receipt of written approval from the Department.

State of Florida
Department of Highway Safety
and Motor Vehicles
Bureau of Purchasing and Contracts

Specification No. 019-03 REBID
Effective Date 04/15/2003

**SPECIFICATION FOR MOTOR
CERTIFICATES OF DESTRUCTION HSMV FORM #82013**

1.0 **FORM SIZE:** Overall 8-1/2"W x 11-5/8" H; snapped out to 8-1/2"W x 11"H

PARTS: Two (2) part carbonless snap out.

ARTWORK: Photocopy is attached showing printing to back and front of certificate. Additional minor changes may be given at time of award. Successful bidder will be required to set up and furnish his/her own artwork at no additional expense to this Department. Successful bidder must consult with Division of Motor Vehicles for exact printing and spacing immediately upon award of bid or contract. Artwork will become the property of the Department of Highway Safety and Motor Vehicles.

PERFORATIONS: All parts to be horizontally perforated below top stub. All sheets glued at top of form. This horizontal perforation must be strong enough for form to hold together while going through Printer, bursting and folding machines. (Lien satisfaction will not be burst apart from title prior to mailing. The entire eleven-inch form will be mailed.)

INK REQUIREMENTS: Printing on front of all parts to be in black ink.

SECURITY PRINTING: Fine line lithographic prismatic tine including a "Void or Copy Void" pantograph printed in fluorescent erasure sensitive inks, on face of original copy. Color to be selected by Department and successful bidder.

Paper which has been treated to detect chemical alterations. Blank spot can not be used for chemical void feature. Any attempt at alteration will be apparent by inspection without special devices such as flashlights.

Microprint line of words, to be approved by the Department and submitted to successful bidder, repeated to appear without magnification as a ruled line on face of form.

Fine line geometric lathe work border. High resolution.

PAPER STOCK: 26 LB. Enhanced sensitivity white paper, which reacts to alteration chemicals. Carbonless Paper, black impression, to produce clear legible prints. Contractor shall submit a sample or samples of documents, at the time the bid is submitted, which contain all the security features requested in this bid. Sample of paper to be used must be submitted with bid response.

First Part	-	26 lb.	-	White Security Paper
Second Part	-	15 lb.	-	White CF Paper

PRINTING AND PRINTING STYLE: Form to be set six (6) lines to the inch. Original and all copies to be printed with this spacing. All parts to contain same printing on front with exception to number in top left hand corner of form. All parts within a set must be printed in register.

MARGINAL WORDS (Red Ink):

Part Two - Copy: Tow/Insurance Company

PRICE BID SHEET

**CERTIFICATES OF DESTRUCTION
FORM HSMV 82013**

FIRST CONTRACT YEAR: APRIL 21, 2003 - APRIL 20, 2004

\$ _____/M \$ _____/ TOTAL (306,000)

COST OF MAJOR REVISION, IF NEEDED.
(For Lithographic Text Changes")

\$ _____/M \$ _____/ TOTAL

For each contract year, after the first, the price will be governed by the most recent published Producer Price Index # 2761-58 (Custom Printed Business forms) and a letter from the vendor at least 30 days prior to MAY 1.

The quantities shown for the second through fifth years are estimated. The Department reserves the right to adjust these quantities not to exceed 30% per contract year, suspend contract for a full year and separately bid the required quantities or negotiate with the contractor for pricing appropriate to the revised quantity requirements.

BID WILL BE AWARDED TO LOWEST RESPONSIVE BIDDER ON AN ALL OR NONE BASIS.

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

Firm: _____

Authorized Signature: _____

Date: _____

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

SAVINGS/DISCOUNTS/PRICE REDUCTIONS

COMMODITY OR SERVICE: _____

Bidder/Respondent: Please furnish the percent (%) discount in prices offered compared to prices that would be paid without this competitive solicitation.

Prices offered average _____ % discount.

Savings: Non-discounted price \$ _____ X _____ % discount = \$ _____ savings.

Additional comments or savings information:

Authorized Signature: _____

Date: _____

Telephone: _____

Email: _____

Company name: _____

To be completed by DHSMV representative as applicable:

ITB/RFP/ITN NUMBER _____ or Date of informal bid or quote _____

Requisition # _____ P O # _____ Division _____

Total award amount \$ _____

Forms/bidsavings.doc (rev.7/31/02)

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service 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 shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

BID: 019-03 REBID
ITEM: Certificates of Destruction
From#82013
DATE: April 15, 2003
TIME: 2:00 PM

CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Bid are included with their bid submittal.

- _____ 1. Invitation to Bid/Bidder Acknowledgment (PUR 7028) cover sheet, filled out and signed.
- _____ 2. Bid Bond (paragraph 3.35)
- _____ 3. Bid Sheet, with your price, company name, signature and title.(21 Page of 26)
- _____ 4. Bid paper Sample (paragraph 4.2)
- _____ 5. Certificate of Recycled content, if applicable (Attachment A)
- _____ 6. Addendum acknowledgments, signed, if any addenda to this invitation to bid are issued.
- _____ 7. Certification of Drug Free Workplace, if applicable. (Attachment B)
- _____ 8. Saving/Discount/Price reduction. (Attachment C)

NOTE: Address your bid to the "Submit Bids To" address in the upper left hand corner of page one, and write the bid number, due date and time on the envelope, package or courier delivery document.

Prepared by: Richard A. Stafford, CPPB
Title: Purchasing Agent III
Telephone: (850) 488-8527

RECYCLED CONTENT REQUIREMENTS

In accordance with Section 287.045, Florida Statutes, the Department of Management Services has determined that printing and writing grade paper containing a minimum of 10% post-consumer recovered material (paper) by fiber weight is acceptable.

The attached certification of Recycled Content form shall be completed and returned with the bid if applicable.

PRICE PREFERENCE: The Department of Highway Safety and Motor Vehicles will allow a 5% price preference to responsive bidders who meet or exceed this minimum percentage of post-consumer recovered materials.

If offering printing on recycled paper, in order to be considered for price preference, the attached Certification of Recycled Content form shall be completed and returned with the bid.

COPY REVISION: If awarded bid for printing on recycled paper, printer will revise copy to add unobtrusively, for example, in a corner, a small representation of the standard 3-arrow logo representing the "Reduce, Reuse, Recycle" motto, and the words "Recycled Paper". Size and placement subject to agency approval.

DEFINITIONS: For the purpose of this bid.

"Recycled Content" means materials that have been reclaimed and are contained in the products or materials to be procured. This term does not include internally generated scrap that is commonly used in industrial or manufacturing processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product.

"Recovered Materials" means those material which have known recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use, or reuse, by separation, collection, or processing.

"Post-consumer Recovered Materials" means recovered materials (paper) that have passed through end use as a consumer product. This does not include such materials as pulp substitutes, mill broke, and sawdust.

ATTACHMENT A

CERTIFICATION OF RECYCLED CONTENT

CONTRACT NAME: **CERTIFICATES OF DESTRUCTION**

- I. **INSTRUCTIONS:** Submit a separate certification with your bid response for each item or group of items having a different percentage of recycled content. See Recycled Content Requirements. Complete all entries.
- II. **MINIMUM RECYCLED CONTENT:** The subject invitation to bid specifies a minimum of 20% post-consumer recovered materials for eligibility for a price preference. My firm submits with this bid a manufacturer's certification that the following item(s) have the specified minimum recovered materials:

Item(s)	Recovered Material By fiber weight:	Post-consumer Recovered material by fiber weight:
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HSMV FORM # 82013 _____

I offer the following evidence of the accuracy of this claim (laboratory or engineering report, Manufacturer's or supplier's specification or certification, etc.):

ATTACH ADDITIONAL PAGES OR DOCUMENTS AS APPROPRIATE.

- III. **FAILURE TO PERFORM:** I understand that failure to deliver items containing the recycled content as certified, will lead to rejection of the items, and a requirement to deliver as specified, or risk a declaration of default in accordance with the procedures set forth in Rule 60A-1.006(3), Florida Administrative Code. All items certified as having recycled content are subject to verification through testing.

Firm: _____

Authorized Signature: _____

Typed Name: _____

Date: _____

SUBMIT BID TO:

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

Telephone Number: (904) 488-8290

STATE OF FLORIDA
INVITATION TO BID
 Bidder Acknowledgement

Page 1 of
 27 pages

BIDS WILL BE OPENED April 15, 2003 2:00 P.M.

and may not be withdrawn within 90 days after such date and time.

BID NO.
 01 03 Rebid

**NO
 BID!**

AGENCY MAILING DATE:
 04/01/2003

BID TITLE:
 Certificates of Destruction HSMV Form #820

STATE PURCHASING SUBSYSTEM (SPURS)
 VENDOR NUMBER

DELIVERY DATE WILL BE _____ DAYS
 after receipt of Purchase Order

CASH DISCOUNT TERMS

VENDOR NAME
 PRIDE Enterprises

REASON FOR NO BID

VENDOR MAILING ADDRESS
 12435 28th St. N

Can't meet Specs

CITY - STATE - ZIP
 St. Petersburg, FL 33716

POSTING OF BID TABULATION

AREA CODE
 727

TELEPHONE NUMBER 573-1987
 TOLL-FREE NUMBER 800-643-8459

Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about 04/15/2003

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Carol Knorr

AUTHORIZED SIGNATURE (MANUAL)

David Knorr

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.
2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgement form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.
 - (a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.
 - (b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
 - (c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.
 - (d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- (e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- (f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 35.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 486-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
- (g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
5. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding State of Florida holidays, unless otherwise specified.
6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

SUBMIT BID TO:
 Department of Highway Safety and Motor Vehicles
 Neil Kirkman Building, Room B412
 2900 Apalachee Parkway
 Tallahassee, Florida 32399-0524
 Telephone Number: (904) 488-8290

STATE OF FLORIDA
INVITATION TO BID
 Bidder Acknowledgement

Page 1 of 27 pages

BIDS WILL BE OPENED: April 15, 2003 2:00 P.M.
 and may not be withdrawn within 90 days after such date and time.

BID NO:
019-03 Rebid

AGENCY MAILING DATE:
04/10/2003

BID TITLE:
Certificates of Destruction HSMV Form #82013

STATE PURCHASING SUBSYSTEM (SPURS)
 VENDOR NUMBER

DELIVERY DATE WILL BE _____ DAYS
 after receipt of Purchase Order

CASH DISCOUNT TERMS

VENDOR NAME: **ROSE PRINTING COMPANY**
 VENDOR MAILING ADDRESS: **2503 Jackson Bluff Rd.**

REASON FOR NO BID:
NO BID - UNABLE TO PRODUCE SWAP-OUT FORMS

CITY - STATE - ZIP: **Tallahassee, FL 32304**

POSTING OF BID TABULATION
 Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about **04/15/2003**

AREA CODE

TELEPHONE NUMBER: **(850) 576-4151**
 TOLL-FREE NUMBER: **(800) 345-5186**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Lute Mc Ewen
 AUTHORIZED SIGNATURE (MANUAL)
Lute McEwen - Sales Representative
 AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.
2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.
 - (a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.
 - (b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
 - (c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.
 - (d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- (e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
- (f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the later of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
- (g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
5. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding State of Florida holidays, unless otherwise specified.
6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.



4446 Hendricks Ave. #146
Jacksonville, FL 32207
904-306-0512 phone
904-306-517 fax

HSMV

This letter is to inform you of our existing Annual Bid that is in the 019-03 bid package.
Please reference that Annual Bid Bond to be used for bid 019-03 Rebid.



Darrin Smith 04-05-03

Darrin Smith
Moore North America

SUBMIT BID TO:

Department of Highway Safety and Motor Vehicles
 Neil Katsman Building, Room B412
 2900 Westchase Parkway
 Tallahassee, Florida 32399-0524

Telephone Number: (904) 488-3240

STATE OF FLORIDA

INVITATION TO BID

Bidder Acknowledgement

Page 1 of
 27 Pages

BIDS WILL BE OPENED **April 15, 2003 2:00 P.M.**
 and may not be withdrawn within **90** days after such date and time.

BID NO:
019-03 Rebid

AGENCY MAKING DATE:
04/01/2003

BID TITLE:
Certificates of Destruction HSMV Form #82013

STATE PURCHASING SUBSYSTEM (SPURS)
 VENDOR NUMBER **F160331690049**

DELIVERY DATE WILL BE _____ DAYS
 after receipt of Purchase Order

CASH DISCOUNT TERMS
N/A

VENDOR NAME
Moore North America

REASON FOR NO BID

VENDOR MAILING ADDRESS
3505 Frontage Rd #300

CITY - STATE - ZIP
Tampa, FL 33607

POSTING OF BID TABULATION

Bid tabulation with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about **04/15/2003**

AREA CODE

TELEPHONE NUMBER **813-289-9885**
 TOLL-FREE NUMBER

I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Darrin Smith
 AUTHORIZED SIGNATURE (MANUAL)

Darrin Smith - Senior Sales Representative
 AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.

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4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

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(g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding State of Florida holidays, unless otherwise specified.

6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid from the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by a Change Notice issued and signed by the State.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF BID PROTEST BONDING REQUIREMENTS:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
11. **AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- Suppliers name being removed from the Division of Purchasing vendor mailing list.
 - All State departments being advised not to do business with the supplier without written approval from the Division of Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
 - Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the Division of Purchasing at once, indicating in his letter the specific regulation which requires an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
20. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract of the supplier's negligence.
23. **FACILITIES:** The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.
- CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons.
 - PRINTING ADJUSTMENT, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of bid expressly so provide.
 - COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.
 - QUALITY-PERFORMANCE ANALYSIS:** The contractor on any purchase of printing in excess of the threshold for category two shall complete and forward to the Division of Purchasing the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

BID LIST REGISTRATION

With this sheet you have received bid documents for the following:

Bid, RFP or ITN #: 019-03 Rebid

Number of Addenda as of above date: None

Item(s) of Bid: Certificate of Destruction, DHSMV form 82013

Date and Time Due: April 15, 2003 2:00 PM

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
Neil Kirkman Building, Room B412
2900 Apalachee Parkway, Mail Station 31
Tallahassee, Florida 32399-0524

Company Name: Moore North America

Address: 3505 Franchise Ave Suite # 350

City, State & Zip: Tampa FL 33607

Attn: Darin Smith

Telephone: (904) 306-0512

Fax No.: (904) 306-0517

Email: darrin.smith@emj.moore.com

Signed: Darin Smith Date: 04-9-03

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

FOR FURTHER INFORMATION ON THIS PROCESS, YOU MAY TELEPHONE (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://www.hsmv.state.fl.us/purchasing> and select "Current Bid Solicitations & Awards".

Notice to all vendors. All bid solicitations are subject to change. It is the responsibility of the vendor to check for any future addendums, questions, revisions, etc., prior to the bid opening. Failure to do so will be the responsibility of the vendor. Bid advertisements and documents, including addenda, may be searched through the Florida Vendor Bid System search form at: <http://fcv.state.fl.us/owa/vbs/owa/vbs> www.search.criteria form

Certification of Destruction, DHSMV
Form - 82013
ITB 019-03 REBID

SECTION 2 PURPOSE AND GENERAL INFORMATION

2.1 PURPOSE: The Department of Highway Safety and Motor Vehicles, hereinafter called the Agency or Department, intends to obtain competitive bids to establish a three-year contract for the printing of (306,000 annually) of **Certificates of Destruction - Form #82013**.

2.2 QUANTITY: Total of 306,000 annually, Certificates of Destruction, Form Number 82013 to be printed over a period of three (3) years, plus or minus thirty percent (30%) per annual printing.

Bids containing terms and conditions conflicting with those contained in this ITB shall be rejected.

NOTE: Bids will be considered only from bidders who are regularly engaged in the service/products BID business, are financially responsible and who have the necessary equipment and personnel to provide the services and goods required by this contract.

2.3 GLOSSARY:

BID: All information and materials submitted by a Contractor in response to this ITB.

BIDDER: Any firm or person who submits a proposal to the Department in response to this ITB.

CONTRACT: The notice of award and/or purchase order(s) and/or contract(s) issued by the Department to the Contractor pursuant to this ITB, which shall incorporate, among other provisions, the contents of this ITB, and the successful Contractor's bid, except as specifically provided to the contrary in the notice of award and/or purchase order(s) and/or contract(s).

CONTRACTOR (PRIME CONTRACTOR): The Contractor with whom the State executes a Contract/purchase order to provide the required commodities/services.

DAY: A calendar day.

NUMBER OF VERBS OR NOUNS: Throughout this ITB, the singular may be read as the plural and the plural as the singular.

PUBLIC ENTITY CRIMES: As defined in paragraph 287.133(1)(g), Florida Statutes, "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

CONTRACTOR: Any firm or person who submits a bid to the Department in response to this ITB.

STATE: State shall be synonymous with the Department of Highway Safety and Motor Vehicles.

SUBCONTRACTOR: Any person other than an employee of the Contractor who performs any of the services listed in this ITB for compensation paid by the Contractor.

VALID BID: A responsive bid in full compliance with the invitation to bid specifications and conditions by a responsible person or firm. The responsiveness of a bid shall be determined based on the documents submitted with the bid. The responsiveness of the bid and the qualifications or responsibility of the bidder will be determined as of the time the bid is publicly opened.

- a. Responsive bidder means a person or firm, which has submitted a bid, which conforms in all material respects to the invitation to bid.
- b. Responsible or qualified bidder means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of an invitation to bid requiring information may be cause for such proposal to be rejected.

VENDOR: Any firm or person who submits a bid to the Department in response to this ITB.

2.4 ISSUING OFFICER: The Issuing Officer is the sole point of contact outside of conferences and meetings with the agency's negotiating team, from the date of the release of the ITB until bids are initiated. All questions and requests for clarification outside the above-referenced meetings should be directed to:

**Russ Rothman, CPPO
Chief, Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
(850) 488-8290 – Telephone
(850) 922-6273 – FAX**

Email rothman.russ@hsmv.state.fl.us

2.5 CONTRACT MANAGER: The DHSMV employee identified below is designated as Contract Manager for this purchase and will serve as liaison for the ongoing administration of the resulting Contract and the resolution of any problems related thereto:

**Gail Andrews, Program Manager,
Bureau of Titles and Registrations,
Department of Highway Safety and Motor Vehicles,
Neil Kirkman Building, Room A334,
2900 Apalachee Parkway,
Tallahassee, Florida 32399-0500**

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

2.7 ACCESSIBILITY FOR DISABLED PERSONS: If a special accommodation is needed, please advise no later than five working days prior to the event.

2.8 PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 contract, 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.

2.9 DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award 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. (Ref. s. 287.134, FS, as amended by Chapter 2000-286, Laws of Florida, created by HB2127, Section 6 (2)(a) and (3)(a).)

SECTION 3 SPECIAL CONDITIONS

3.1 CONTRACT: The contract between the Department and the successful bidder (Contractor) shall incorporate this ITB, addenda to this ITB, and the Contractor's bid. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the Contract shall govern. The contract shall be awarded in accordance with Rule 60A-1.001(9), Florida Administrative Code.

3.2 TERM: This Agreement shall be in effect from the begin date of the contract for the initial period of thirty-six (36) months with an option to renew for One (1) additional two (2) year period. Renewal is contingent upon satisfactory performance by the successful bidder and the availability of funds. The vendor shall advise in writing at least ninety (90) days prior to contract expiration whether or not any price increase(s) will be sought at the commencement of or during the renewal period.

3.4 PRICE ESCALATION: A price escalation may be added by the vendor to the price of all items for the second and third twelve (12) month periods of the thirty-six (36) month contract period and for each twelve (12) month portion of any renewal periods by using the Producer Price Index (Custom Printed business forms #2761-58) published by U. S. Department of Labor, Superintendent of Documents, P. O. Box 311954, Pittsburgh, PA 15220-7954, Phone # 200/512-1800 using the formula indicated below.

New PPI INDEX

Old PPI Index = Price Escalation Rate

The last published Producer Price Index prior to award of the contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference date for the New PPI Index. Increases claimed by the contractor in accordance with this formula must be documented by the Contractor to the agency's satisfaction at least 30 calendar days prior to the effective date of the increase, i.e. no later than May 2nd.

The agency may require a decrease by the amount of the PPI decrease from the last PPI published prior to award of the contract and during any renewal period

3.5 PRIDE: 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 shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida 12425 28th Street North, St. Petersburg, FL 337216-1826, telephone 800-643-8459.

3.6 RESPECT: 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 a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S. in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), 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 the state agency insofar as dealings with such qualified nonprofit agency are concerned. The nonprofit agency" is identified as :RESPECT of FLORIDA.

Available products, pricing and delivery schedules may be obtained by contacting: Customer Service, RESPECT of FLORIDA, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone (850) 487-1471.

3.7 MANDATORY REQUIREMENTS: The Department has established certain mandatory requirements which must be included as part of any proposal. The use of the terms "shall", "must", or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition.

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 itself cause rejection of a bid.

3.8 NON-RESPONSIVE BIDS, NON-RESPONSIBLE RESPONDENTS: Bids which do not meet all requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the State. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the ITB, and which respondents are responsible

3.9 COSTS OF DEVELOPING AND SUBMITTING BID; OWNERSHIP: Neither the Department nor the State is liable for any of the costs incurred by a Bidder in preparing and submitting a bid. All bids become the property of the Department upon receipt and

will not be returned to the Bidders once opened. The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this ITB. Selection or rejection of the bid will not affect this right.

3.10 ADDENDA: Any and all addenda to this ITB will be issued in writing posted on the Florida Vendor Bid System at http://fc.state.fl.us/owa_vbs/owa/vbs_www.main_menu. Contractors must timely acknowledge receipt of addenda in writing.

3.11 BIDDERS INQUIRIES: The Bidder shall examine the invitation to BID (ITB) to determine if the State's requirements are clearly stated. If there are any requirements, which restrict competition, the bidder may request, in writing, to the State that the specifications be changed. The bidder who requests changes to the State's specifications must identify and describe the bidder's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this ITB, and/or requests for changes to the invitation to bid must be received in writing by the issuing purchasing office no later than December 27, 2002. A bidder's failure to request changes by the date described above, shall be considered to constitute bidder's acceptance of State's specifications. The State shall determine what changes to the invitation to bid shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this invitation to bid, which shall be posted on the State's Vendor Bid System at http://fc.state.fl.us/owa_vbs/owa/vbs_www.main_menu in order that all contractors shall be given the opportunity of submitting proposals to the same specifications.

3.12 DISPUTES: Any prospective bidder who disputes the reasonableness or appropriateness of the terms, conditions and specifications of this ITB, any addendum, Notice of Respondents Selected for negotiations, Notice of Intended Award, or notice of Intent to Reject all Proposals, shall file a Notice of Intent to Protest in appropriate form within 72 hours (excluding State holidays, Saturday and Sunday) of the receipt of the ITB or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in Section 120.53(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3.13 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a proposal hereto and the Department. Lack of knowledge of the law or

applicable administrative procedures, regulations or rules by any Respondent shall not constitute a cognizable defense against their effect. ITB

3.14 NOTICE TO CONTRACTOR: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

3.15 CONFLICT OF INTEREST AND DISCLOSURE: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Department, the State of Florida, or any of its agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Department in connection with this procurement.

3.16 TAXES: The Department is generally exempt from all federal, state and local taxes and no such taxes shall be included in the price of the Contract. The Department shall have no responsibility for the payment of taxes, which become payable by Contractor or its subcontractors in performance of the Contract.

3.17 INVOICES: Items to be invoiced as shipped or delivered. Invoices to be submitted in triplicate to Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, MS-22, Room A414, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0514, Attention: Bureau of Accounting. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's, rights and the State Agency's responsibilities concerning interest penalties and time limits for payment of invoices.

3.18 ADDITIONS/DELETIONS: During the term of the contract resulting from this Invitation to Bid, the State shall have the right to add/delete services/products upon mutual written agreement of both parties.

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

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

3.21 ASSIGNMENT OF THE CONTRACT: The Contract is not assignable except with the prior written approval of the Department. Monies, which become due thereunder are not assignable except with the prior written approval of the Department, and the concurrence of the Comptroller of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, shall operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

3.22 BENEFIT: The Contract is for the benefit of the Department and the Contractor and not for the benefit of any third party or person.

3.23 VALUE ANALYSIS AND CHANGES TO SPECIFICATIONS: The agency is always interested in reducing product/service costs while preserving or improving the usefulness of the product/service for its intended purpose.

Bidders are encouraged but not required to perform a process of value analysis of the item(s) of bid, in cooperation with agency representatives, and offer suggestions for changes to product/service specifications or contract terms and conditions. In analyzing an item or service, the following steps are suggested:

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

For each material or process, consider (a) does its use contribute to value? (b) Is its cost proportionate to its usefulness? (c) Does it need all its features? (d) Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present their suggestions for changes to the invitation to bid as early as possible before the bid submittal date, so that suggestions may be fully considered and, if appropriate, addenda modifying the invitation to bid may be timely issued to all prospective bidders. Suggested change(s) to specifications, terms or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the usefulness of the product/services, production or delivery cost(s), use costs and appropriateness of the terms and conditions in protecting the rights of the parties. Include pros and cons.

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

3.24 VALUE ANALYSIS AND SHARED SAVINGS INCENTIVE: As an alternative to the above, a successful bidder who has been awarded a contract will also be encouraged but not required to engage in a similar process of value analysis and suggested changes. The vendor awarded a contract is encouraged to present any suggestions in a timely manner following award, with estimated or actual reductions in costs the vendor would incur in performing the contract, or cost reductions available to the agency in the use of the revised item.

If a suggestion is accepted by the agency, the vendor will be required to present documentation of the savings, satisfactory to the agency. Generally, documentation will consist of the vendor's complete cost or pricing records, for the product/service as specified, and the revised product/service as proposed by the vendor. Supporting documentation may also be required, for example, invoices or price quotations from the vendor's suppliers, or, the vendor's standard instructions and standard cost elements routinely used by the vendor's estimators. The cost of any pre-production samples or performance bonds or other forms of assurance suggested by the vendor or required by the agency shall be deducted from the gross savings. Documented savings for alternative processes or materials accepted by the agency prior to or during contract performance will be shared on a 50-50 basis with the vendor over the balance of the life of the contract.

Example: A vendor is awarded a \$200,000 printing contract. The vendor proposes and the agency accepts changes in paper stock, composition, construction and packaging that save the vendor \$20,000 over the balance of the life of the contract. The contract is amended to allow the alternative materials and processes, and the contract price is reduced to \$190,000. The vendor reduces his cost by \$20,000, of which \$10,000 is passed on to the agency by reducing the contract price from \$200,000 to \$190,000.

NOTE: Ideas submitted will enter the public domain, whether or not the contract for which they are submitted is revised, and may be used by the agency at other times or in other applications without the agreement of or compensation to the firm having originally proposed the idea.

For further information contact the Chief of Purchasing and Contracts at (850) 488-8290.

3.25 CONTRACTOR'S INSURANCE: The Contractor shall not commence any work in connection with the Contract until he has obtained all the following types of insurance and such insurance has been approved by the Purchaser, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and licensed to do business in Florida.

- a. WORKER'S COMPENSATION INSURANCE: The Contractor shall take out, and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workman's Compensation statute, the Contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

- b. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall take out and maintain during the life of this agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this
 - c. agreement whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amount of such insurance shall be the minimum limits as follows:
 - 1. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGE, BODILY INJURY & PROPERTY DAMAGE
\$100,000.00 Each Occurrence, Combined Single Limit
 - 2. AUTOMOBILE LIABILITY COVERAGE, BODILY INJURY & PROPERTY DAMAGE
\$ 50,000.00 Each Occurrence, Combined Single Limit

Insuring clause for both BODILY INJURY and PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS.

- d. SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall require each of his Subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his Subcontractors in his policy as specified above.

- e. **LOSS DEDUCTIBLE CLAUSE:** The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

3.26 APPLICABLE LAWS AND RULES: The contractor shall comply with all laws, regulations, and directives issued by any public health agency pertaining to the Workers' Compensation Act and shall conduct said operation in a safe, efficient and sanitary manner. The contractor is responsible for complying with any applicable local, state or national codes and/or ordinances. All necessary permits and licenses shall be the responsibility of the contractor.

3.27 LIABILITY: The contractor shall hold harmless the Department from any and all liability in damages arising out of covenants and agreements, it being specifically understood that it is an independent contractor to furnish said service upon its own credit and it is not an employee, agent, servant or representative of the Department.

3.28 TERMINATION FOR CAUSE: The Department reserves the right to immediately terminate the Contract by providing written notice to the Contractor if the Department determines any of the following have occurred:

1. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the ITB or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. Contractor fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
3. The action or inaction of the Contractor substantially endangers the performance of the Contract, or such occurrence can be reasonably anticipated.
4. There may be unilateral cancellation of the agreement by the Department if the Contractor refuses public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.F.S., and made or received by the Contractor in conjunction with this Contract.

Notwithstanding approval requirements, which may be reserved, to the Department of Highway Safety and Motor Vehicles under the contract, the Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under the contract. The Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Department of Highway Safety and Motor Vehicles.

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in sub-paragraphs 2 or 3 above, the Contractor shall have ten (10) calendar days after receipt of said notice to remedy the failures or problems. If the Contractor fails to so remedy, the Department of Highway Safety and Motor Vehicles may order the Contractor to stop immediately all work. If the contract is terminated for cause or unilaterally canceled by the Department of Highway Safety and Motor Vehicles, the Department of Highway Safety and Motor Vehicles shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

3.29 TERMINATION BY MUTUAL AGREEMENT: With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

3.30 TERMINATION IN THE BEST INTERESTS OF THE STATE: The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30-day notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the state. If the Department terminates in the best interests of the state after an order for materials or services has been placed; the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30-day written cancellation notice will be sent to the vendor.

3.31 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION: After receipt of a Notice of Termination, and except as otherwise specified by the Department, contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
3. Complete performance of such part of the work as shall not have been terminated by the Department; and

4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

3.32 SEVERABILITY: It is understood and agreed by the parties hereto, that if any part, term or provision of the Contract is held by the courts to be illegal or in conflict with any law of the State governing the Contract, the validity of the remaining portions or provisions shall not be affected, and the right and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

3.33 FORCE MAJEURE: Except as otherwise provided herein, neither Contractor nor the Department shall be liable to the other for any delay in, failure of performance of, any covenant contained herein nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. As herein used "force majeure" is strictly limited to include fire, explosion, action of the elements, rationing, war, or civil disturbance. The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

3.34 DEFAULT: Failure of the Contractor to perform according to the Contract shall be cause for the Contractor to be found in default. In the event of default, any and all procurement costs, along with any other remedies provided in the ITB, Contract and/or by rule or law, may be charged against the Contractor.

3.35 BID BOND OR BID GUARANTEE: Each bidder shall submit with his/her bid with a certified or cashier's check or bid bond in the amount of 5% of his/her total bid price or have on file with this Department an annual bid bond. Check or bid bond shall be payable to the Department of Highway Safety and Motor Vehicles. This check/bond is to insure against withdrawal from competition subsequent to his/her submitting of the bid and to guarantee performance when the contract is awarded. This check/bond will be returned to all successful bidders immediately upon the awarding of the contract.

The check/bond of the successful bidder will be retained until the successful bidder furnishes this Department with an acceptable performance bond in the amount of the 100% of the total bid/contract price. The performance bond must be submitted to the Department within fifteen (15) days from date of award. Said performance bond shall be forfeited on failure to perform on any part of specifications and contract outlined herein. Such bond shall be issued from a reliable surety company, licensed to do business in the State of Florida and acceptable to the purchaser.

To be acceptable to the purchaser as a Surety for Bid Bonds and Performance Bonds, a Surety company shall comply with the following provisions:

1. The Surety Company must be admitted to do business in the State of Florida.
2. The Surety Company shall have been in business and have a record of successful Continuous operation for at least five years.
3. All bonds shall be signed by a Florida licensed resident Agent who holds a current Power of Attorney from the Surety Company issuing the bond.

3.36 PERFORMANCE BOND: The successful respondent shall supply, no later than ten (10) days after award of contract, a Performance Bond, in the amount of 5% of total bid price for 306,000 forms, issued by an insurance company licensed by the Florida Department of Insurance, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the State and the respondent and which will further indemnify and save harmless the State from all costs and damages by reason of the respondent's default, breach or failure to satisfactorily complete any of the following terms.

1. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this Contract; and
2. Successful, full and satisfactory completion, including the dates specified between The State and the vendor, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned. In the event of any breach on the part of the vendor, the Surety and/or the state shall have the right to take possession, custody, and control of any work site and/or installation and to complete and operate same forthwith, with any costs attributable thereto borne by the respondent or the Surety. In the event of control and operation of any site(s) by the state or Surety, the state shall incur no financial obligation to the Respondent, and shall recover from the Respondent or Surety any costs of cover, i.e. additional costs, if any, incurred by the state in operating any site(s) during the breach by the Respondent.

The bond must be renewed annually no later than ten (10) business days prior to the beginning of the next contract year. For the second and subsequent contract and renewal years, the renewal bond amount must equal or exceed the total price amount proposed for the corresponding contract or renewal year in the Respondent's proposal.

3.37 LIQUIDATED DAMAGES: Liquidated damages of \$150.00 per day shall be imposed for failure to complete and deliver as per specifications and delivery schedule set forth in this Invitation to Bid.

3.38 LOSS DEDUCTIBLE CLAUSE: The purchaser shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

3.39 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of State. All persons furnished, used, retained, or hired or on behalf of Contractor or such subcontractor, and Contractor shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

3.40 EXTRANEOUS TERMS AND CONDITIONS:

- a. ALL RIGHTS AND PRIVILEGES ACCORDED TO THE STATE AS BUYER BY CHAPTER 672, FLORIDA STATUTES, SHALL APPLY TO ANY TRANSACTION (S) RESULTING FROM THIS ITB. ANY ATTEMPT BY BIDDER TO LIMIT SUCH RIGHTS SHALL HAVE NO FORCE AND EFFECT.
- b. ANY PURCHASE AGREEMENT FORM, EQUIPMENT AGREEMENT FORM, SOFTWARE OR SERVICES FORM OR ANY OTHER FORM OR CONTRACT SUBMITTED BY BIDDER WILL NOT BE USED SINCE A CONTRACT AND/OR PURCHASE ORDER (S) RESULTING FROM THIS ITB, INCORPORATING THE ITB AND BID, WILL CONSTITUTE A COMPLETE AGREEMENT. ANY PURCHASE AGREEMENT FORM, EQUIPMENT AGREEMENT FORM, SOFTWARE OR SERVICES FORM OR ANY OTHER FORM OR CONTRACT SUBMITTED BY BIDDER SHALL HAVE NO FORCE AND EFFECT.
- c. WARRANTIES SUBMITTED WITH YOUR PROPOSAL OR OFFER, EITHER APPEARING SEPARATELY OR INCLUDED IN REPRINTED LITERATURE AND PRICE LISTS, SHALL NOT BE ACCEPTABLE AND PROVISIONS HEREIN SHALL TAKE PRECEDENCE.

- d. THE PROPOSER SHALL NOT SUBMIT WITH ANY BEST AND FINAL OFFER ANY CONTRACT TERMS OR CONDITIONS NOT IN CONFORMITY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS ITN. THE BEST AND FINAL OFFER AND THE STATE'S ACCEPTANCE BY CONTRACT (S) AND/OR PURCHASE ORDER (S) SHALL CONSTITUTE THE COMPLETE CONTRACTUAL AGREEMENT. BEST AND FINAL OFFERS CONTAINING TERMS AND CONDITIONS CONFLICTING WITH THIS REQUIREMENT SHALL BE REJECTED, **EXCEPT AS PROVIDED IN PARAGRAPH a., b., AND c. ABOVE.**

3.41 SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE

INSURANCE: The contractor shall require each of his subcontractors to secure and maintain during the life of the Subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

3.42 SUBCONTRACTORS: The satisfactory supply of equipment and services, and completion of the effects detailed herein are the responsibility of the successful bidder. Bidder must retain total responsibility in the event bidder elects to subcontract certain portions of the services contracted for. The purchaser will interface only the vendor listed and not any subcontractors. The contractor is responsible for complying with any applicable codes and/or ordinances.

3.43 ECONOMY OF PRESENTATION: Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this Invitation to Bid. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the evaluation of bids, it is essential that bidders follow the format and instructions contained herein.

3.44 DISCUSSIONS: Prior to the State determining whether bids have been submitted in accordance with the requirements of this Invitation to Bid, any discussion by the bidder with any employee or authorized representative of the State involving cost information will result in rejection of said bidder's response.

No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications, which are in writing from this Department, may be considered as a duly authorized expression on behalf of the state. Any inquiries from bidders concerning this bid shall be submitted in writing to the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

3.45 MINOR BID EXCEPTIONS: This Department reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.

3.46 SILENCE OF SPECIFICATIONS: The apparent silence of specifications set forth in this bid in this bid and contract to any details or the omission from it of a detailed description, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality to be used. All interpretations of this bid shall be made upon the basis of this statement.

3.47 SUBMISSION OF MANDATORY FORMS: The bid shall be signed by a representative who is authorized to contractually bind the bidder.

Any addenda or answers to written questions supplied by the State to participating bidders become part of this Invitation to Bid and the resulting contract(s) and shall include an Addendum Acknowledgement Form.

3.48 SUBMITTING OF BID: The bid forms furnished must be submitted with your bid. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated.

Submit your bid to: Department of Highway Safety and Motor Vehicles, Bureau of Purchasing and Contracts, Neil Kirkman Building, Room B412, Mail Station 31, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

3.49 IMPORTANT: Mark on the envelope/container in which your bid is submitted: Bid No. 019-03 to be opened 2:00 PM, April 15, 2003

3.50 BID AWARD: It is anticipated award will be made pursuant to General Condition Paragraph 11. The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received. It is anticipated that award will be to the lowest responsive bidder selected by the Department, at its sole discretion. The Department reserves the right to reject all bids and to waive any minor irregularity or technicality in bids received.

All bidders are advised to examine their bids carefully. All bid prices shown on the bid sheets submitted are final and mistakes will be at bidder's risk.

Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to vendor at bidder's expense for rebate or replacement. Since it is impossible for this Department to inspect all items on arrival, a reasonable opportunity must be allowed for inspection and returning of defective items to the vendor.

POSTING OF BID TABULATION: Bid Tabulation with recommended award will be posted for review by interested parties on the Florida Vendor Bid System at http://fc.state.fl.us/owa_vbs/owa/vbs_main_menu by noon of the day following the bid opening and will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 4 SCOPE OF CONTRACT

4.1 PROOFS: Contractor shall be required to furnish proofs of each form prior to printing. Proofs must be submitted within 15 days of the award to:

Gail Andrews, Program Manager,
Bureau of Titles and Registrations,
Department of Highway Safety and Motor Vehicles,
Neil Kirkman Building, Room A334G,
2900 Apalachee Parkway,
Tallahassee, Florida 32399-0500

4.2 BID SAMPLE: Contractor shall submit a sample or samples of documents, at the time the bid is submitted, which contain all the security features requested in this bid. The Department shall reject any bid that does not include sample document(s) or if sample fails to meet all security requirements.

Certificate of Destruction – form # 82013 is available by contacting:

Ms. Gail Andrews
Department of Highway Safety and Motor Vehicles
Kirkman Building, Room A334G, MS 68
Tallahassee, FL 32399
(850) 922-2473

4.3 PRE-PRODUCTION SAMPLES: Contractor will be required to furnish satisfactory evidence of his ability to perform the terms of this contract. After form proofs are approved by the Department, successful bidder must produce 100 pre-production samples of the Motor Vehicle/Vessel Certificate of destruction in exact construction and printing, as per specification. These samples will be used for additional proofing and Department

machine testing. Final approval for production will be given by the Department after testing samples. Samples must be submitted within 48 calendar days after Department approval of the proofs in order to meet delivery schedule. Pre-production samples are to be submitted to the Bureau of Titles of Registrations, Room A338, Division of Motor Vehicles.

4.4 QUALITY: In accordance with s.283.425, Florida Statutes, no printing may be accepted as in compliance with the contract when the printing is not of the grade of workmanship which is usually employed by professional printers on printing of such class, or when the printing is not of the full quantity or acceptable quality for which it has been contracted.

If immediate necessity and lack of time to procure printing elsewhere compel the use of defective printing furnished by a contractor, it shall be accepted without approval, and one-half of the contract price thereon shall be deducted as liquidated damages for breach of contract. The agency will notify the contractor as to non-acceptance within 120 days after delivery. If delivery is made by the date required in this Invitation to Bid, the contractor shall have 15 calendar days to correct any defects, unless time constraints make this provision impractical.

4.5 OVERRUN OR UNDER-RUN: Under-runs must be limited to no more than 10% of each annual printing. At the option of the Department, and if funds are available, the Department reserves the right to accept an overrun up to 10% of the annual quantity.

4.6 REVISIONS: Minor printing or construction revisions may be required during the contract and shall be made at no expense to this Department. In case of major revision, price quoted in this bid shall prevail. Cost of major revision will not be considered in bid award.

4.7 MISSING, SKIPPED OR DUPLICATED: Missing, skipped or duplicated numbers will not be allowed. There must be no missing, skipped or duplicated numbers due to auditing and security reasons. Contractor shall guarantee that only one copy of each serially numbered document will be produced. **State of Florida WILL BE AWARDED DAMAGES IN THE AMOUNT OF FIVE DOLLARS (\$5.00) FOR EACH DUPLICATED, MISSING, MUTILATED OR UNNUMBERED DOCUMENT.**

4.8 PACKING AND SHIPPING: Certificates of Destruction are to be shrink-wrapped in packages of 100 with 900 forms per case. If heavy stapling is used, heavy cardboard must be put on top of the certificates before top of box is stapled. All cases to be labeled with the following: **form number, revision date, Department purchase order number, amount enclosed, and vendor's name.** All cases to be numbered in numerical order on top left-hand corner with case number by total cases (i.e. case number 1 of 250 or 1/250).

THE FORM NAME AND FORM NUMBER SHOULD BE ON THE CASE. Cases must be tightly sealed on four-way non-reversible pallets 42" x 48". Pallets should be loaded so that the highest control number (not case number) will come off truck first.

Cases must be of good heavy grade material, the appropriate size and design and capable of stacking at least ten high. Cases must not be stuffed with filler. This is a must in order for us to store properly. Forms must be shipped on pallets, and securely sealed.

4.9 INSPECTION: All forms to be carefully inspected by the printer before shipment to the Department. The furnished forms must be equal in every respect as to quality and material as approved in proof form by this Department. Any forms delivered to the Department not meeting specifications or found to be poorly printed or manufactured will not be accepted by returned to vendor at his/her expense for replacement or rebate. It is impossible for this Department to inspect all items on arrival, therefore a reasonable opportunity must be given this Department for inspection of forms and returning of defective forms to the printer.

4.10 DELIVERY: All prices to be FOB destination. This Department will not pay freight. Forms to be delivered inside to the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room AB10, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0500. Department's Supply Supervisor (850) 922-3110 must be notified 24 hours prior to delivery. Delivery will not be accepted after 3:00 P.M.

4.11 DELIVERY SCHEDULE: Upon awarding of the bid our purchase order will be issued for a three-(3) year period. Delivery will be as follows:

THREE YEAR CONTRACT TERM: 04/21/2003 – 04/20/2006

<u>First Year:</u>	05/01/2003	-	04/30/2004	(306,000 – 340 cases)
1 st Delivery:	05/01/2003		120 cases	(108,000) not later than
2 nd Delivery	07/01/2003		110 cases	(99,000) no earlier than 60 days after the first delivery, but no later than 65 days.
3 rd Delivery	09/01/2003		110 cases	(99,000) no earlier than 90 days after the second delivery, but no later than 95 days.

Prior to printing each subsequent annual quantity of 306,000 (340 cases), the contractor must submit a copy proof to Department for approval to ensure that no changes are required due to Legislative requirements. The Department will authorize the printing and delivery schedule in writing to the contractor.

<u>Second Year:</u>	05/01/2004	04/30/2005	(306,000 - 340 cases)
<u>Third Year:</u>	05/01/2005 -	04/30/2006	(306,000 - 340 cases)
<u>First Year Renewal</u>	05/01/2006 -	04/30/2007	(306,000 - 340 cases)
<u>Second Year Renewal</u>	05/01/2007 -	04/30/2008	(306,000 - 340 cases)

The Department reserves the right to require annual copy changes, vary annual delivery dates and adjust annual quantities, plus or minus 30%. For quantity variations in excess of the 30%, the Department reserves the right to suspend the contract for the full year and separately bid the required quantities. Also, the parties reserve the right to negotiate any changes in composition, construction, quantities and delivery schedules, as well as cost impacts of such changes, beyond the scope of this contract upon mutual agreement.

The Department reserves the right to make any changes during the month of July by notifying the contractor of any copy changes, scheduling changes, and quantity changes. Whether or not the contractor has received a notice of any changes, he/she must submit a copy proof and delivery schedule to the Department for approval no later than August 10 of any contract year. No printing is to be done, or copy or delivery schedules finalized, prior to receipt of written approval from the Department.

State of Florida
Department of Highway Safety
and Motor Vehicles
Bureau of Purchasing and Contracts

Specification No. 019-03 REBID
Effective Date 04/15/2003

**SPECIFICATION FOR MOTOR
CERTIFICATES OF DESTRUCTION HSMV FORM #82013**

1.0 **FORM SIZE:** Overall 8-1/2"W x 11-5/8" H; snapped out to 8-1/2"W x 11"H

PARTS: Two (2) part carbonless snap out.

ARTWORK: Photocopy is attached showing printing to back and front of certificate. Additional minor changes may be given at time of award. Successful bidder will be required to set up and furnish his/her own artwork at no additional expense to this Department. Successful bidder must consult with Division of Motor Vehicles for exact printing and spacing immediately upon award of bid or contract. Artwork will become the property of the Department of Highway Safety and Motor Vehicles.

PERFORATIONS: All parts to be horizontally perforated below top stub. All sheets glued at top of form. This horizontal perforation must be strong enough for form to hold together while going through Printer, bursting and folding machines. (Lien satisfaction will not be burst apart from title prior to mailing. The entire eleven-inch form will be mailed.)

INK REQUIREMENTS: Printing on front of all parts to be in black ink.

SECURITY PRINTING: Fine line lithographic prismatic tine including a "Void or Copy Void" pantograph printed in fluorescent erasure sensitive inks, on face of original copy. Color to be selected by Department and successful bidder.

Paper which has been treated to detect chemical alterations. Blank spot can not be used for chemical void feature. Any attempt at alteration will be apparent by inspection without special devices such as flashlights.

Microprint line of words, to be approved by the Department and submitted to successful bidder, repeated to appear without magnification as a ruled line on face of form.

Fine line geometric lathe work border. High resolution.

PAPER STOCK: 26 LB. Enhanced sensitivity white paper, which reacts to alteration chemicals. Carbonless Paper, black impression, to produce clear legible prints. Contractor shall submit a sample or samples of documents, at the time the bid is submitted, which contain all the security features requested in this bid. Sample of paper to be used must be submitted with bid response.

First Part	-	26 lb.	-	White Security Paper
Second Part	-	15 lb.	-	White CF Paper

PRINTING AND PRINTING STYLE: Form to be set six (6) lines to the inch. Original and all copies to be printed with this spacing. All parts to contain same printing on front with exception to number in top left hand corner of form. All parts within a set must be printed in register.

MARGINAL WORDS (Red Ink):

Part Two - Copy: Tow/Insurance Company

PRICE BID SHEET

**CERTIFICATES OF DESTRUCTION
FORM HSMV 82013**

FIRST CONTRACT YEAR: APRIL 21, 2003 - APRIL 20, 2004
\$ 48.00 /M \$ 14,688 / TOTAL (306,000)

COST OF MAJOR REVISION, IF NEEDED.
(For Lithographic Text Changes")
\$ 0 /M \$ 0 / TOTAL

For each contract year, after the first, the price will be governed by the most recent published Producer Price Index # 2761-58 (Custom Printed Business forms) and a letter from the vendor at least 30 days prior to MAY 1.

The quantities shown for the second through fifth years are estimated. The Department reserves the right to adjust these quantities not to exceed 30% per contract year, suspend contract for a full year and separately bid the required quantities or negotiate with the contractor for pricing appropriate to the revised quantity requirements.

BID WILL BE AWARDED TO LOWEST RESPONSIVE BIDDER ON AN ALL OR NONE BASIS.

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

Firm: Moore North America

Authorized Signature: [Signature]

Date: 04-05-03

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

SAVINGS/DISCOUNTS/PRICE REDUCTIONS

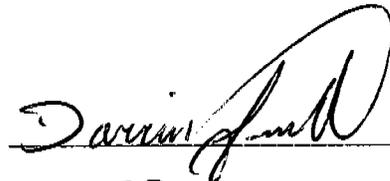
COMMODITY OR SERVICE: Certificate of Destruction

Bidder/Respondent: Please furnish the percent (%) discount in prices offered compared to prices that would be paid without this competitive solicitation.

Prices offered average 19.5 % discount.

Savings: Non-discounted price \$ 59.67 x 19.5% discount = \$ 11.67 savings.

Additional comments or savings information:

Authorized Signature: 

Date: 04-05-03

Telephone: 904-306-0512

Email: darin.smith@email.moore.com

Company name: Moore North America

To be completed by DHSMV representative as applicable:

ITB/RFP/ITN NUMBER _____ or Date of informal bid or quote _____

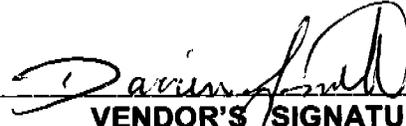
Requisition # _____ P O # _____ Division _____

Total award amount \$ _____

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service 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 shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

BID: 019-03 REBID
ITEM: Certificates of Destruction
From#82013
DATE: April 15, 2003
TIME: 2:00 PM

CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Bid are included with their bid submittal.

1. Invitation to Bid/Bidder Acknowledgment (PUR 7028) cover sheet, filled out and signed.
2. Bid Bond (paragraph 3.35)
3. Bid Sheet, with your price, company name, signature and title.(21 Page of 26)
4. Bid paper Sample (paragraph 4.2)
5. Certificate of Recycled content, if applicable (Attachment A)
6. Addendum acknowledgments, signed, if any addenda to this invitation to bid are issued.
7. Certification of Drug Free Workplace, if applicable. (Attachment B)
8. Saving/Discount/Price reduction. (Attachment C)

NOTE: Address your bid to the "Submit Bids To" address in the upper left hand corner of page one, and write the bid number, due date and time on the envelope, package or courier delivery document.

Prepared by: Richard A. Stafford, CPPB

Title: Purchasing Agent III

Telephone: (850) 488-8527

RECYCLED CONTENT REQUIREMENTS

In accordance with Section 287.045, Florida Statutes, the Department of Management Services has determined that printing and writing grade paper containing a minimum of 10% post-consumer recovered material (paper) by fiber weight is acceptable.

The attached certification of Recycled Content form shall be completed and returned with the bid if applicable.

PRICE PREFERENCE: The Department of Highway Safety and Motor Vehicles will allow a 5% price preference to responsive bidders who meet or exceed this minimum percentage of post-consumer recovered materials.

If offering printing on recycled paper, in order to be considered for price preference, the attached Certification of Recycled Content form shall be completed and returned with the bid.

COPY REVISION: If awarded bid for printing on recycled paper, printer will revise copy to add unobtrusively, for example, in a corner, a small representation of the standard 3-arrow logo representing the "Reduce, Reuse, Recycle" motto, and the words "Recycled Paper". Size and placement subject to agency approval.

DEFINITIONS: For the purpose of this bid.

"Recycled Content" means materials that have been reclaimed and are contained in the products or materials to be procured. This term does not include internally generated scrap that is commonly used in industrial or manufacturing processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product.

"Recovered Materials" means those material which have known recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use, or reuse, by separation, collection, or processing.

"Post-consumer Recovered Materials" means recovered materials (paper) that have passed through end use as a consumer product. This does not include such materials as pulp substitutes, mill broke, and sawdust.

ATTACHMENT A

CERTIFICATION OF RECYCLED CONTENT

CONTRACT NAME: **CERTIFICATES OF DESTRUCTION**

- I. **INSTRUCTIONS:** Submit a separate certification with your bid response for each item or group of items having a different percentage of recycled content. See Recycled Content Requirements. Complete all entries.
- II. **MINIMUM RECYCLED CONTENT:** The subject invitation to bid specifies a minimum of 20% post-consumer recovered materials for eligibility for a price preference. My firm submits with this bid a manufacturer's certification that the following item(s) have the specified minimum recovered materials:

Item(s)	Recovered Material By fiber weight:	Post-consumer Recovered material by fiber weight:
HSMV FORM # 82013	<u>20</u>	<u>20</u>

I offer the following evidence of the accuracy of this claim (laboratory or engineering report, Manufacturer's or supplier's specification or certification, etc.):

ATTACH ADDITIONAL PAGES OR DOCUMENTS AS APPROPRIATE.

- III. **FAILURE TO PERFORM:** I understand that failure to deliver items containing the recycled content as certified, will lead to rejection of the items, and a requirement to deliver as specified, or risk a declaration of default in accordance with the procedures set forth in Rule 60A-1.006(3), Florida Administrative Code. All items certified as having recycled content are subject to verification through testing.

Firm: Moore North America

Authorized Signature: Darrin Smith
Darrin Smith - Senior Account Representative

Typed Name: _____

Date: 04-05-03

MeadWestvaco Corporation Papers Group
Technical Field Service - Carbonless tel 800 832 6323
353 South Paint Street fax 740 772 0120
Chillicothe, OH 45601

Uaron Smith

MeadWestvaco

February 27, 2003



RECYCLED AT 30% POST- CONSUMER

In 1998, the EPA revised the May 29, 1996 Recovered Materials Advisory Notice (RMAN) which contains recycled content procurement guidelines. The specific revision increased the post-consumer content for uncoated free sheet grades from 20% to 30% effective December 31, 1998. In response to this revision, MeadWestvaco switched to 30% post-consumer waste in the Sequel gradeline in October of 1998.

If you have any questions regarding this statement, please call your MeadWestvaco Technical Field Team at 1-800-832-6323.

Sincerely,

Sandy Endicott

Sandy Endicott
Technical Field Services Specialist

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**STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES
Neil Kirkman Building • Tallahassee, Florida 32399-0610**

CERTIFICATE OF DESTRUCTION

VEHICLE/VESSEL DESCRIPTION					
Vehicle/Vessel Identification Number	Year	Make	Model	Body	Florida Title or Florida Number
ODOMETER STATUS				TYPE OF TOW	DATE OF ISSUE

OWNER (TOW/INSURANCE COMPANY):

NOTE: When a Certificate of Destruction has been issued, the Department will refuse issuance of any Certificate of Title for that vehicle/vessel.

FIRST ASSIGNMENT For value received, this vehicle/vessel described above is certified, under penalties of perjury, to be free of all liens and is hereby transferred to:

Buyer's Name: _____ Buyer's Sales Tax Registration #: _____

Buyer's Address: _____
Street City State Zip

Seller's Company Name: _____ Seller's Signature: _____

Seller's Printed Name: _____ Sales Tax Reg. No: _____

Date of Sale: _____ Selling Price: \$ _____ Sales Tax Collected: \$ _____

SECOND ASSIGNMENT For value received, this vehicle/vessel described above is certified, under penalties of perjury, to be free of all liens and is hereby transferred to:

Buyer's Name: _____ Buyer's Sales Tax Registration #: _____

Buyer's Address: _____
Street City State Zip

Seller's Company Name: _____ Seller's Signature: _____

Seller's Printed Name: _____ Sales Tax Reg. No: _____

Date of Sale: _____ Selling Price: \$ _____ Sales Tax Collected: \$ _____

CERTIFICATION OF DESTRUCTION

Under penalties of perjury, I hereby certify that the vehicle/vessel described above has been destroyed by crushing, dismantling or cutting into several sections. I understand this form is to be kept in my files for three (3) years.

Company Name: _____ Date: _____

Agent's Printed Name: _____ Agent's Signature: _____



State of Florida
DEPARTMENT OF
HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON
Executive Director

JEB BUSH
Governor

CHARLIE CRIST
Attorney General

TOM GALLAGHER
Chief Financial Officer

CHARLES H. BRONSON
Commissioner of Agriculture

April 7, 2003

Addendum # 1 ^{Rebid}
Bid No. 019-03 Certificates of Destruction HSMV Form #82013
Due 2:00 P.M.
April 15, 2003

Dear Sir or Madam:

The subject Invitation to Bid received question which are answered as follows:

Attached is correspondence from Standard Register with questions. The agency's responses to questions are shown below:

1. - Certain specifications where changed from the original bid.
2. -Prismatic Pantograph

All other terms and conditions remain unchanged.

Failure to file a protest with the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

Russ Rothman, CPPO
Chief of Purchasing and Contracts

RR: ras
Gail Andrews
File

4-03-2003

I have the following questions regarding bid # 019-03 Rebid.

Why was this rebid?

"Security printing on the front, Void or Copy Void pantograph printed in fluorescent erasure sensitive inks, on face of original copy. Color to be selected by Department and successful bidder." Is the pantograph to be 1 color or is it to be a prismatic pantograph, example red-blue-red?

Thank you for your response

Jim Rosenberger
Standard Register
P. 904-396-8816
F. 904-398-8621

Daniel J. Ford
04-10-03

DIRECT BUSINESS SYSTEMS

1447 42nd Street
West Palm Beach, FL 33407

Phone: 561-841-7216
Fax: 561-881-9932
Email: bertpender@prodigy.net

April 15, 2003

DEPARTMENT OF HIGHWAY SAFETY
AND MOTOR VEHICLES
New Kirkman Building, Room B412
2900 Apalachee Parkway, Mail Station 31
Tallahassee, Florida 32399-0524

RE: Bid No. 019-03

Purchasing Dept,

This letter is to inform of my intent to submit a NO BID" for the above solicitation. Unfortunately, I am not able to have the proper information prepared in time to meet the deadline of 2:00 pm today.

I am including a completed registration form for recording my company information.

Please include me in future solicitations.

Sincerely,



Bertram Pender, DIRECT BUSINESS SYSTEMS

BID LIST REGISTRATION

With this sheet you have received bid documents for the following:

Bid, RFP or ITN #: 019-03 Rebid

Number of Addenda as of above date: None

Item(s) of Bid: Certificate of Destruction, DHSMV form 82013

Date and Time Due: April 15, 2003 2:00 PM

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES

Neil Kirkman Building, Room B412
2900 Apalachee Parkway, Mail Station 31
Tallahassee, Florida 32399-0524

Company Name: DIRECT BUSINESS SYSTEMS

Address: 1447 42ND ST.

City, State & Zip: WEST PALM BEACH FL 33407

Attn: BERT PENDER

Telephone: (561) 841-7216

Fax No.: 561 891-9932

Email: BERT.PENDER@PRODIGY.NET

Signed: Bert Pender Date: 4/15/03

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

FOR FURTHER INFORMATION ON THIS PROCESS, YOU MAY TELEPHONE (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://www.hsmv.state.fl.us/purchasing> and select "Current Bid Solicitations & Awards".

Notice to all vendors. All bid solicitations are subject to change. It is the responsibility of the vendor to check for any future addendums, questions, revisions, etc., prior to the bid opening. Failure to do so will be the responsibility of the vendor. Bid advertisements and documents, including addenda, may be searched through the Florida Vendor Bid System search form at: <http://fcv.state.fl.us/owa/vbs/owa/vbs> www.search.criteria form



State of Florida
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Chief Financial Officer

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Commissioner of Agriculture

April 7, 2003

Addendum # 1 *Rebid*
Bid No. 019-03 Certificates of Destruction HSMV Form #82013
Due 2:00 P.M.
April 15, 2003

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Thank you for your consideration.

Sincerely,

Russ Rothman, CPPO
Chief of Purchasing and Contracts

RR: ras
Gail Andrews
File

4-03-2003

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