



**STATE OF FLORIDA**  
**DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**  
**BID LIST REGISTRATION**

**December 28, 2012**

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

Solicitation Number: **ITN 012-13**  
Number of Addenda as of above date: **None**  
Item(s) of Bid **Production of License Plates**  
Commodity Code **570600: PLATES, LICENSE, FOR MOTOR VEHICLES**  
Date and Time Due **January 25, 2012, no later than 2:30 PM Eastern Time**

**The solicitation documents you received are subject to change. To receive electronic notices of addenda to this solicitation, please fill in the information below and send to the Procurement Officer identified in section 1.3 of this solicitation or fax to the Bureau of Purchasing & Contracts at (850) 617-5115, or mail to:**



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

**It is important that proposers monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the proposer's responsibility to be aware of any changes posted to the VBS. REGISTRATION WITH THE DEPARTMENT FOR THIS SOLICITATION IS NOT A REQUIREMENT TO SUBMIT A PROPOSAL.**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Federal Tax Identification Number: \_\_\_\_\_  
Signed: \_\_\_\_\_ Date: \_\_\_\_\_

For further information on this process, you may telephone (850) 617-3203.

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

V 7.23.12

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## SOLICITATION INTRODUCTION

### The 10 Most Critical Things to Keep in Mind When Responding to a Solicitation for the Florida Department of Highway Safety and Motor Vehicles

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

## **1.0 PURPOSE AND GENERAL INFORMATION**

### **1.1 PURPOSE**

The Department of Highway Safety and Motor Vehicles, hereinafter called the Department, requests written proposals be submitted to obtain offers from qualified firms for the manufacturing of Florida license plates and bulk shipments to the designated locations as described herein. This solicitation includes but is not limited to general issue, personalized, special requirement, specialty and motorcycle plates. The Department will not require the Florida license plate to be embossed or flat, any solution to industry standard and specification will be considered. Florida has redesigned its general issue license plate and the Awarded Contractor is required to manufacture and deliver approximately eighteen (18) million general issue plates within either a two (2), five (5), or ten (10) year period, in addition to the other license plates mentioned within this solicitation.

### **1.2 GLOSSARY**

See attached PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1 for further definitions.

**Awarded Contractor:** The proposer who is awarded a contract by the Department as a result of this solicitation.

**BAFO:** Best and Final Offer. This ITN includes a two-stage process of contractor selection (see Section 5).

**Debossed Plate:** A plate with a depressed outer rim.

**Department:** Department of Highway Safety and Motor Vehicles

**Equipment Failure:** A malfunction in equipment maintained by the contractor that delays or prevents the Department's productive use of said equipment for the purpose for which said equipment was installed.

**General Issue Plate:** Florida's regular standard license plate

**ITN:** Invitation to Negotiate

**Machine(s):** Equipment, components and/or their features, model conversions, equipment elements and accessories submitted by the contractor in response to this solicitation.

**MS:** Division of Motorist Services

**Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.

**Packing:** Tangible product must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. All containers and packing must become and remain Department property.

**Proposer:** Any firm or person who submits a proposal to the Department in response to this solicitation.

**Proposal:** All information and materials submitted by a proposer in response to this solicitation.

**Prospective Contractor:** Any firm or person who submits a proposal to the Department in response to this solicitation.

**Purchase Order:** A Purchase Order is issued via the eProcurement system. See attached PUR Form 1000, paragraph 2.

**Special Requirement Plate:** Plates that have special requirements for issuance. For example; the Paralyzed Veteran License Plate.

**Specialty Plate:** Specialty license plates are license plates available to the general public without having to meet specific qualifications and which require payment of an additional annual use fee.

**SQSO:** Statement of Qualifications and Services Offered. This ITN includes a two-stage process of contractor selection (see Section 5).

**Subcontractor:** Any person other than an employee of the contractor who performs any of the services listed in this solicitation for compensation paid by the contractor.

### **1.3 PROCUREMENT OFFICER**

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

Christopher Buda, Bureau of Purchasing and Contracts  
Florida Department of Highway Safety and Motor Vehicles  
Neil Kirkman Building  
2900 Apalachee Parkway, Room B 412, Mail Station 31  
Tallahassee, FL 32399-0524  
Telephone: (850) 617-3203  
Fax: (850) 617-5115  
Email: christopherbuda@flhsmv.gov

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

**Any questions arising from this solicitation must be forwarded, in writing, to the Procurement Officer identified above.** The Department's written response to those inquiries will be posted on the Florida Vendor Bid System at [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form) and on the Department's web site at [http://www.flhsmv.gov/purchasing/html/bid\\_log.html](http://www.flhsmv.gov/purchasing/html/bid_log.html) under the above referenced solicitation number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

### **1.4 CONTRACT MANAGER**

The Department's employee identified below is designated as Contract Manager and must act on the Department's behalf for the ongoing administration of contractual matters after the Notice of Agency Decision has been posted, the contract is executed, and/or the purchase order is issued.

Julie Baker, Chief  
Bureau of Issuance Oversight  
Division of Motorist Services  
Department of Highway Safety & Motor Vehicles

### **1.5 MANDATORY REQUIREMENTS**

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

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

**Exception:** This is a negotiation process. The Department reserves the right to accept alternative means of accomplishing mandatory requirements, with reasonable assurance of satisfactory results, without addendum to this ITN. Such alternative(s) should be clearly identified by the Respondent firm in its proposal. The evaluation criteria set forth herein, and their relative weights, are also subject to modification in the negotiation process.

#### **1.6 NON-RESPONSIVE PROPOSALS, NON-RESPONSIBLE RESPONDENTS**

Proposals which do not meet all requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of proposals are impossible, or those which affect the competitiveness of proposals or the cost to the Department. Proposers whose proposals, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the material requirements of the solicitation, and which proposers are responsible. See also Section 1.5, "Exception".

Proposals containing terms and conditions conflicting with those contained in this solicitation must be rejected.

Solicitations will be considered only from respondents who are regularly engaged in the subject service/products business, are financially responsible and who have the necessary equipment and personnel to provide the services and goods required by the solicitation.

Responsible or qualified proposer 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 a proposal requiring information may be cause for such proposal to be rejected.

#### **1.7 COSTS OF DEVELOPING AND SUBMITTING PROPOSAL, OWNERSHIP**

Neither the Department nor the State is liable for any of the costs incurred by proposers in preparing and submitting a proposal. All proposals become the property of the Department upon receipt and will not be returned to the proposer once opened. The Department must have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the proposal will not affect this right.

#### **1.8 AUTHORIZED REPRESENTATIVE**

A representative who is authorized to contractually bind the proposer must sign the proposal and any addenda. Only written inquiries from proposers, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the proposer. See attached Form PUR 1001, paragraph 5.

#### **1.9 ADDENDA**

Any and all addenda to this solicitation will be issued in writing and posted on the Florida Vendor Bid System at: [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form), and on the Department's web site at [http://www.flhsmv.gov/purchasing/html/bid\\_log.html](http://www.flhsmv.gov/purchasing/html/bid_log.html). Proposers may be required to acknowledge receipt of addenda in writing.

**Any addenda or written answers supplied by the Department Procurement Officer to participating proposer's written questions become part of this solicitation.**

#### **1.10 EMPLOYMENT OF UNAUTHORIZED ALIENS**

The Department must consider the employment by any proposer of unauthorized aliens a violation of the Immigration and Nationalization Act. Such violation must be cause for unilateral cancellation of the contract.

**1.11 DRUG FREE WORKPLACE PROGRAM:** The proposer agrees to implement a drug free workplace program as defined in 287.087, Florida Statutes.

**1.12 PUBLIC ACCESS TO DOCUMENTS:** This contract may be unilaterally canceled by the Department for refusal by the proposer to allow public access to all documents, papers, letters, or other material made or received by the proposer in conjunction with this contract, unless the records are exempt from Section 24(A) of Article 1 of the State constitution and Section 119.07(1), Florida Statutes.

**1.13 PUBLIC ENTITY CRIMES**

See attached Form PUR 1001, Paragraph 7.

**1.14 DIVERSITY**

This contract must be interpreted with diversity in mind to unite Floridians behind a shared vision of opportunity and diversity in state contracting without discriminating against one racial group or another.

**1.15 DISCRIMINATION**

See attached Form PUR 1001, Paragraph 8.

**1.16 TAXES**

See attached Form PUR 1000, Paragraph 16. The Department must have no responsibility for the payment of taxes which become payable by the contractor or its subcontractor in performance of the contract.

**1.17 EXTRANEOUS TERMS AND CONDITIONS**

See attached Form PUR 1000, Paragraph 42 and PUR 1001, Paragraph 4.

**1.18 CANCELLATION**

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

- a. The contractor has failed to comply with the terms and conditions contained herein, or
- b. The contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

**1.19 TERMINATION FOR CAUSE**

The Department reserves the right to terminate the contract by providing written notice to the contractor(s) in accordance with the attached Form PUR 1000, Paragraph 23.

**1.20 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.

**1.21 TERMINATION IN THE BEST INTERESTS OF THE STATE**

See Form PUR 1000, Paragraph 22.

**1.22 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

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

- a. Stop work under this contract on the date, and to the extent specified, in the notice.

- b. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated.
- c. Complete performance of such part of the work as must not have been terminated by the Department; and
- d. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this contract which is in the possession of the contractor(s) and in the Department has or may acquire an interest.

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

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

### **1.23 DELIVERY**

All prices must be freight on board (FOB) destination in accordance with 672.319(1)(b), Florida Statutes. The Department will not pay freight charges. Please see section 4.3 "License Plate Delivery" for more details.

Installation and/or delivery dates and destinations may be changed by mutual consent of the contractor and the Department. Such mutual consent must be in writing and signed by the contractor and the Department.

### **1.24 CONTRACTUAL SUBMISSIONS**

A proposer's final response to this solicitation must be considered as the proposer's formal offer. There will be no separate contract other than the purchase order.

### **1.25 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 proposal whether or not the contractor is the supplier of said commodities and services or any component.

### **1.26 DISCUSSIONS**

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

No negotiations, decisions, or actions must be initiated or executed by a proposer as a result of any discussion with any state employee. Only those communications which are in writing from the Bureau of Purchasing and Contracts may be considered as a duly authorized expression on behalf of the Department. Any inquiries from proposers must be submitted in writing as required in Section 1.3 or in accordance with the attached PUR 1001, Paragraph 5.

### **1.27 NON-EXCLUSIVE RIGHTS**

The right to provide the commodities and services, which will be granted under the contract must 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.

### **1.28 ASSIGNMENT OF THE CONTRACT**

See attached Form PUR 1000, Paragraph 29. The contract is not assignable except with prior written approval of the Department.

### **1.29 BENEFIT**

The contract is for the benefit of the Department and the contractor and not for the benefit of any third party or person.

### **1.30 INTENTIONS**

It is the intent of the Department to acquire a complete working system. Any incidental items omitted from these specifications must be provided as part of the proposer's price proposal in order to deliver a working system and be in compliance with the specifications and requirements of this solicitation.

### **1.31 MINOR BID EXCEPTIONS**

This Department reserves the right to waive minor deviations or exceptions in proposals providing such actions are in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the Department's interest and would not affect the outcome of the award by giving a proposer an advantage or benefit not enjoyed by other proposers.

### **1.32 SILENCE OF SPECIFICATIONS**

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

### **1.33 SMALL BUSINESS PARTICIPATION**

Florida is a state rich in its diversity. The Department of Highway Safety & Motor Vehicles is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this is the participation of a diverse group of Contractors doing business with the state.

To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

### **1.34 CONTRACT**

The contract resulting from this solicitation process must consist solely of the purchase order issued by the Department to the successful proposer, this solicitation and any addenda thereto, and the proposal, including any license/use agreement submitted by the successful proposer as part of its proposal except to the extent of any conflict with Florida law or terms and conditions of the proposal. In the event of a conflict among any of the documents referenced herein, the following priority must apply, with the language of each listed document governing the documents listed below it:

- a. The purchase order
- b. Any addenda to the solicitation
- c. The solicitation
- d. The awarded proposal including any agreements. Any agreements which include, but are not limited to installation, licensing, maintenance, software, etc. must be submitted with the proposal and agreed to by the Department during negotiations.

### **1.35 DEFAULT**

Failure of the contractor to perform according to the contract must be cause for the contractor to be found in default. In the event of default, any and all reprocurement costs, along with any other remedies provided in the solicitation, contract and/or by rule or law, may be charged against the contractor.

### **1.36 PRIDE**

**Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)** The State supports and encourages the use of Florida Correctional work programs. See attached Form PUR 1000, Paragraph 40.

### **1.37 RESPECT**

The State Supports and encourages the gainful employment of citizens with disabilities. See attached Form PUR 1000, Paragraph 41.

### **1.38 ADDITIONS/UPGRADES/DELETIONS**

During the term of the contract resulting from this solicitation, the Department must have the right to add/delete services/products upon mutual written agreement of both parties. If a contractor has newer technology the Department may exercise the right to upgrade to that technology by way of an amendment agreeable to both parties. Quantities in commodity purchases may be modified within the limits of the Category thresholds set in 287.017 F.S.

### **1.39 ECONOMY OF PRESENTATION**

Each proposal must be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this solicitation. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of solicitations, it is essential that proposer's follow the format and instructions contained herein.

### **1.40 ACCESSIBILITY FOR DISABLED PERSONS**

If special accommodations are needed, please advise the Bureau of Purchasing and Contracts at (850) 617-3203 no later than five working days prior to the event.

### **1.41 SPECIFICATION EXCEPTIONS, OMISSIONS, OR ERRORS**

Specifications are based on the most current literature available. Proposers must notify the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, in writing, no less than ten (10) days prior to the bid opening, of any change, omission or error in the manufacturer's specifications which conflict with the solicitation specifications.

### **1.42 SITE RULES AND REGULATIONS**

The proposer must use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, must comply with the rules and regulations applicable to that site.

### **1.43 LIABILITY**

The contractor must hold harmless and indemnify the Department from any and all liability in damages arising out of covenants and agreements in this ITN, as set forth in paragraph 19 of PUR 1000 (Attachment I), it being specifically understood that it is an independent contractor to furnish commodities or service upon its own credit and it is not an employee, agent, servant or representative of the Department.

### **1.44 SUBMISSION OF PROPOSAL**

***This language takes precedence over PUR 1001 (Attachment II) Paragraph 3.*** The proposal forms furnished must be submitted with your proposal. Forms to be filled out in pen and ink or typewritten with no alterations,

changes or amendments made within without prior written authorization from the Department. All forms to be signed and dated.

**Offers by telegram, telephone, email, or facsimile will not be accepted.**

Submit your proposal in accordance with the Calendar of Events (Section 2.1) 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

Mark on the envelope/container in which your proposal is submitted: Proposal Title, Solicitation No. and time of proposal opening. Please note that an unlabeled proposal submission may be received late.

All proposers are advised to examine their response carefully. All prices and quantities shown on the final bid sheets submitted are firm and mistakes will be at the proposer's risk. Proposals received must be evaluated by the Purchaser for compliance with the general and technical requirements contained herein.

Prices must be net delivered to the location noted in this solicitation.

**IMPORTANT: Mark on the envelope/container in which your bid is submitted: Bid No. ITN 012-13 to be filed (Date & Time in Calendar of Events, Section 2.1).**

**1.45 PROPOSAL TENURE**

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

**1.46 PROPOSER'S RESPONSIBILITY**

***This language takes precedence over PUR 1001 (Attachment II) Paragraph 3.*** All proposers are advised to examine their proposals carefully. Assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals that for any reason are not so delivered will not be considered.

**Offers by telegram, telephone, email, or facsimile will not be accepted.**

It is the responsibility of the proposer to understand and comply with all terms and conditions of this solicitation, any contract resulting from the proposal, and all Purchase Orders to the proposer referencing this solicitation.

Any or all items delivered to the purchaser not meeting specifications or found to be defective will not be accepted, but returned to proposer at the proposer'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 proposer.

**1.47 POSTING OF TABULATION**

The Notice of Intended Award will be posted in accordance with the attached Form PUR 1001, Paragraphs 12 and 13.

**1.48 RESPONSE CLARIFICATION**

The Department reserves the right to contact any and all proposers for clarification of responses to this solicitation in accordance with the attached Form PUR 1001, Paragraph 15.

**1.49 NOTICE OF SOLICITATION PROTEST BONDING REQUIREMENT**

See the attached Form PUR 1001, Paragraph 20. Any person who files a formal written protest must, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2) c, Florida Statutes.

## **1.50 LEGAL REQUIREMENTS**

See attached Form PUR 1000, Paragraph 30. Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules must govern the development, submittal and evaluation of all proposals received in response hereto and must govern any and all claims and disputes which may arise between proposer's submitting a proposal hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any proposer must not constitute a cognizable defense against their effect.

## **1.51 APPLICABLE LAWS AND RULES**

The contractor must comply with all Federal and Florida State laws, regulations, and directives issued by any public health agency pertaining to the Workers Compensation Act and must conduct said operation in a safe, efficient and sanitary manner. The contractor is responsible for complying with any applicable local, Florida, or national codes and/or ordinances. If applicable all necessary permits and licenses must be the responsibility of the contractor.

## **1.52 SEVERABILITY**

See attached Form PUR 1000, Paragraph 47.

## **1.53 FORCE MAJEURE**

See attached Form PUR 1000, Paragraph 24.

## **1.54 MYFLORIDAMARKETPLACE TRANSACTION FEE**

All payments must be assessed a Transaction Fee of one percent (1.0%), which the contractor must pay to the State. See attached Form PUR 1000, Paragraph 14.

## **1.55 REGISTRATION REQUIRED FOR FLORIDA VENDORS**

Each proposer doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes must register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), Florida Administrative Code. Also, an agency must not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes with any proposer not registered in the MyFloridaMarketPlace system, unless exempted by rule. A proposer not currently registered in the MyFloridaMarketPlace system must do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (<http://www.myflorida.com>). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

## 2.0 SPECIAL CONDITIONS

**2.1 CALENDAR OF EVENTS:** The following time schedule will be strictly adhered to in all actions relative to this solicitation, unless modified by the Department by addendum to this solicitation.

<b>December 28, 2012</b>	<b>Solicitation issued.</b>
<b>January 7, 2013</b>	<b>All questions</b> and/or proposed changes to the solicitation must be submitted in writing to the issuing officer by <b>4:00PM</b> Eastern Time (may be submitted earlier.) See Section 1.26.
<b>January 14, 2013</b>	Responses to written inquires and proposed changes will be posted on the Florida Vendor Bid System at: <a href="http://vbs.dms.state.fl.us/vbs/search.criteria_form">http://vbs.dms.state.fl.us/vbs/search.criteria_form</a> .
<b>January 25, 2013</b>	Respondents' "Statements of Qualifications and Services Offered" are due. Responses must be received as specified in Section 1.44 of this solicitation, no later than <b>2:30PM</b> Eastern Time. Responses must be addressed to the Procurement Officer as specified in Section 1.3.  All responses will be opened by Department employees starting at or after <b>2:30PM</b> Eastern Time at the Neil Kirkman Building, Room B409, 2900 Apalachee Parkway, Tallahassee. The public may attend the opening but may not review any proposals submitted until they become public records in accordance with Section 119.07, Florida Statutes. The names of respondents and the names of firms submitting "no proposal" responses will be read aloud.
<b>February 8, 2013</b>	There will be a public meeting of the evaluation committee for the purpose of evaluating Statements of Qualifications and Services Offered at <b>3:00PM</b> Eastern Time, in room <b>B-130</b> of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
<b>February 11, 2013</b>	Posting of up to four (4) respondents selected for negotiations.
<b>February 18, 2013 – March 22, 2013</b>	Start of negotiations with selected respondents. Demonstrations will be scheduled in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. Respondents may set up from <b>8:00AM</b> in room <b>A &amp; B-130</b> . Demonstrations will begin at <b>9:00AM</b> Eastern Time.
<b>March 8, 2013</b>	Best and final offers to be submitted in writing as specified in Section 1.44 of this solicitation, no later than <b>2:30PM</b> Eastern Time.
<b>March 15, 2013</b>	There will be a public meeting of the evaluation committee for the purpose of evaluating final offers at <b>3:00PM</b> , in room <b>B-130</b> of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
<b>March 19, 2013</b>	Post notice of intended award. Performance Bond due from selected contractor within 14 days. The ability to execute a purchase order is subject to approval by the Cabinet.
<b>January 2, 2014</b>	Tentative start date for initial term of contract

**Note:** The performance bond is due within 14 calendar days of award.

## **2.2 TERM OF CONTRACT**

Refer to attached Form PUR 1000, Paragraph 27. The contract must be in effect upon issuance of a purchase order. The term will be five (5) years with five (5) one (1) year renewal options contingent upon satisfactory service, unless terminated earlier by the Department under the terms provided herein. The Department reserves the right to negotiate pricing at the time of renewal period(s). This contract is subject to an annual appropriation by the State Legislature. After posting of Intent to Award, the Departments' execution of this contract is subject to the approval of the Cabinet. The Department has no obligation to execute a contract from this solicitation, except by issuance of a purchase order. The purchase order is the only method the Department will use to enter into a contract. If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than contractor, contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor. In the event this solicitation includes renewals, the requirements of Section 287.057, Florida Statutes, must apply.

## **2.3 PROPOSAL BOND**

Each respondent selected to participate in negotiations must submit with their written offer a proposal bond in the form of a cashier's check or surety bond, payable to the State of Florida in the amount of five percent (5%) of the total cost for the project. All proposal bonds must be submitted on the same date and time as the Best and Final Offer responses as specified in the Calendar of Events (Section 2.1).. A Certificate of Deposit from a federally chartered financial institution may be submitted for the proposal bond as an alternative to a bond or cashier's check provided that the Certificate of Deposit is payable to the Department of Highway Safety and Motor Vehicles without recourse or reserve. The proposal bond will be returned to the successful proposer after the bid award has completed posting and after submission of the performance bond, to unsuccessful proposers after award. The State will not consider alternative proposal and/or performance securities.

**FAILURE TO SUBMIT A PROPOSAL (BID) BOND WILL CAUSE YOUR BID TO BE NON-RESPONSIVE.**

## **2.4 PERFORMANCE BOND**

The successful proposer must supply, no later than fourteen (14) days after award date as specified in the Calendar of Events (Section 2.1), a Performance Bond issued by an insurance company licensed by the Florida Department of Financial Services, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the Department and the proposer and which will further indemnify and save harmless the Department from all costs and damages by reason of the proposer's default, breach or failure to satisfactorily complete any of the following items:

- a. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this contract.
- b. Successful, full and satisfactory completion, including the dates specified between the Department and the proposer, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned.

In the event of any breach on the part of the proposer, the surety and/or the Department must 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 Customer or the surety. In the event of control and operation of any site(s) by the Department or surety, the Department must incur no financial obligation to the contractor, and must recover from the contractor or surety any costs of cover, i.e. additional costs, if any, incurred by the Department in operating any site(s) during the breach by the contractor.

The performance bond must be in the amount of the total contract value/cost, not the annual cost. Performance bonds may be submitted with annual term dates but the total amount of the bond must be in the amount of the total contract cost/value. The performance bond amount must not include the cost of any renewal option years.

A Letter of Credit may be submitted in lieu of a performance bond only when issued by a financial institution organized under the laws of Florida. A Letter of Credit issued by an out of state bank will not be accepted.

**2.5 DAMAGES BOND** Not Applicable

**2.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

The Department reserves the right to impose liquidated damages upon the Awarded Contractor for failure to comply with the performance standard requirements set forth below.

<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
The Awarded Contractor shall manufacture the Florida License Plate (FLP) as specified in the Technical Requirements section 4.0.	The Awarded Contractor shall replace the FLP at no additional cost to the Department. In addition, the Department shall impose \$4.00 per FLP, not to exceed \$5,000, per shipment address.
The Awarded Contractor shall "Bulk Ship" the FLPs to the County within fifteen (15) business days as specified in the License Plate Delivery Section 4.3.	The Department shall impose \$2.00 per FLP, per business day, not to exceed \$8,000, per shipment address, until the FLP "Bulk Shipment" is shipped.

The Department's designated contact for this purchase order will monitor the Awarded Contractor's performance in accordance with the monitoring requirements of the purchase order and may determine the level of sanction based upon an evaluation of the severity of the deficiency. Failure by the Awarded Contractor to meet the established minimum performance standards may result in the Department, in its sole discretion, finding the Awarded Contractor to be out of compliance, and all remedies provided in this purchase order and under law, shall become available to the Department.

**1. General Liquidated Damages**

- a) The Department may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Awarded Contractor has failed to meet a deadline as specified in this solicitation and subsequent Purchase Order, not to exceed five percent (5%) per month.

**2. Corrective Action Plan (CAP)**

- a) If the Department determines that the Awarded Contractor is out of compliance with any of the provisions of this solicitation and subsequent Purchase Order, the Department may require the Awarded Contractor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Awarded Contractor to resolve deficiencies without the Department invoking more serious remedies, up to and including Purchase Order termination.
- b) In the event the Department identifies a violation of this Purchase Order, or other non-compliance with this solicitation or subsequent Purchase Order, the Department shall notify the Awarded Contractor of the occurrence in writing. The Department shall provide the Awarded Contractor with a timeframe for corrections to be made.
- c) The Awarded Contractor shall respond by providing a CAP to the Department within the timeframe specified by the Department.
- d) The Awarded Contractor shall implement the CAP only after Department approval.
- e) The Department may require changes or a complete rewrite of the CAP and provide a specific deadline.

- f) If the Awarded Contractor does not meet the standards established in the CAP within the agreed upon timeframe, the Awarded Contractor shall be in violation of the provisions of this solicitation and shall be subject to liquidated damages.
- g) Except where otherwise specified, liquidated damages of (\$50.00) per day may be imposed on the Awarded Contractor for each calendar day that the approved CAP is not implemented to the satisfaction of the Department.

## **2.7 PROPOSER'S INQUIRIES**

The respondent must examine this solicitation to determine if the Department's requirements are clearly stated. If there are any requirements which restrict competition, the respondent may request, in writing, to the Procurement Officer identified in Section 1.3 that the specifications be changed. The respondent who requests changes to the Department's specifications must identify and describe the respondent's difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this solicitation, and/or requests for changes to the solicitation must be received in writing by the Issuing Officer no later than the date and time specified in the Calendar of Events (Section 2.1). A respondent's failure to request changes by the date described above, must be considered to constitute respondent's acceptance of Department's specifications. The Department must determine what changes to the solicitation must be acceptable to the Department. If required, the Department must issue an addendum reflecting the acceptable changes to this solicitation, which must be posted on the State's Vendor Bid System at [http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form) in order that all respondents must be given the opportunity of submitting proposals to the same specifications. Respondents submitting a proposal must submit by the Statement of Qualifications and Services Offered (SQSO) or best-and final-offer (BAFO) deadline, whichever follows any addendum, written acknowledgment of the addendum.

## **2.8 INDEPENDENT CAPACITY OF CONTRACTOR**

The parties hereto agree that the proposer, its officers, agents and employees, in the performance of this Contract, must act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Proposer agrees to take such steps as may be necessary to ensure that each sub-contractor of proposer 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 proposer or such sub-contractor, and proposer must 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.

## **2.9 TECHNICAL DOCUMENTATION**

All products bid must meet or exceed all conditions and specifications of the solicitation. When technical documentation is required by this solicitation, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the solicitation and to allow a technical evaluation of the product. Failure to provide the required technical documentation with the bid submittal must make the proposal non-responsive, unless the Bureau of Purchasing and Contracts, in its sole discretion and in the best interest of the Department, determines the acceptability of the products offered through technical documentation available within the Department of Highway Safety and Motor Vehicles, as of the date and time of the bid opening.

Such authority of the Bureau of Purchasing and Contracts must in no way relieve the proposer from the ultimate responsibility to submit the required technical documentation, nor must any proposer assume that such documentation is otherwise available to the Bureau. The Department must not be responsible for the accuracy of the technical documentation in its possession.

## **2.10 INVOICES**

All invoices will be submitted electronically in accordance with a format designated by the Department.. Invoices for services will reference a valid purchase order number and be submitted to the Contract Manager specified in Section 1.4 of this solicitation.

Invoices for commodities will reference a valid purchase order number and be submitted to:

Department of Highway Safety and Motor Vehicles  
Bureau of Accounting, Accounts Payable Section  
Neil Kirkman Building, Room A414, MS-22  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0514

## **2.11 BID OPENING**

Bids will be opened in Room B409, Neil Kirkman Building, at the date and time shown in the Calendar of Events (Section 2.1 of the solicitation).

## **2.12 PROJECT PLANNING REQUIREMENTS**

The Department may request that a project plan be submitted as part of the contractor's proposal. The project plan is preferred to be submitted in Microsoft Project. Additionally, prior to the start of the task that produces it, the contractor will draft a detailed description and approach for each deliverable. The Department must review the description and approach and must request changes, if necessary, until it is satisfied that the deliverable will produce a product that meets requirements.

## **2.13 STANDARD DELIVERABLE REVIEW REQUIREMENTS**

Each contractor deliverable described in the project plan must be reviewed by the Department and must require formal approval from the Department prior to acceptance. The primary focus of the Department review will be to determine compliance with the agreed plan and content of the deliverable and with the terms of the contract. The contractor must include at least three (3) work days in the project work plan per deliverable for Department staff to conduct a complete review and to document findings. Based on the review findings, the Department may grant approval, may reject, or may request that contractor revisions be made. Additional review periods may be required when revisions are requested or a deliverable is rejected. Each deliverable must be complete within and of itself, and must be consistent with any previous deliverables produced.

The Department reserves the right to require the contractor to revise deliverables previously approved or to reject current deliverables based on inconsistency among deliverables.

## **2.14 SYSTEM AND PROPRIETARY SOFTWARE LICENSE**

The contractor must grant or obtain in the name of the Department a perpetual, non-revocable, non-transferable, and non-exclusive license to use any software and the documentation thereto for the system provided hereunder. The license must not be limited as to number of users or numbers and types of hardware devices or software operating systems used or authorized by the Department. Notwithstanding the foregoing, the Department acknowledges that its use of "commercial off the shelf" (COTS) licensed software and other pre-existing commercial software provided under this Agreement as part of the System provided hereunder is subject to the terms, conditions, use limitations and license terms contained in the COTS license accompanying the software or the end-user licensing agreement required by the licensor as a precondition to the use of the pre-existing commercial software by the Department. The Department acknowledges that the terms of such licensing agreements may differ from the foregoing provision.

The documentation that the contractor must furnish must include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials for the proper and successful use of the software. The contractor must deliver to the Department three (3) copies of the documentation. The Department must have the right, as part of the license granted hereunder, to make as many

additional copies of the custom documentation specifically developed by the contractor for the system which will be delivered under this contract as the Department deems necessary. The Department acknowledges that COTS licensing and other licensing agreements for pre-existing commercial software contain provisions relating to the licensed use of documentation accompanying the software with which the Department hereby agrees to comply. The Department may make one (1) backup or archive copy of the software for the Installation Site.

Any copies of the software and documentation which the Department acquires pursuant to the contract must bear the copyright, trademark, and other proprietary notices included therein by the contractor, and except as provided by law or authorized in the contract, the Department must not distribute the same to third parties, including other agencies within the Department, without the contractor's prior written consent unless such distribution is related to the successful installation, performance, or operation of the system described in this ITN.

## **2.15 CUSTOM SOFTWARE**

If custom software is required to meet the technical requirements of this ITN, it must become the property of the Department, including software, system design, source code, documents, and materials prepared and created by the contractor for or in connection with the contract with the Department. The Department may modify the programs for its own purposes, with the understanding that the contractor must not warrant performance when such modifications are in place.

However, the Department understands that the contractor will not transfer ownership to portions of the custom software that embody contractor's core technology or third party software or which consist of enhancements to, or modifications of, such core technology or third party software which contractor has included in the custom software under a license from the third party. Contractor will, however, grant the Department a non-exclusive, royalty-free license to use such core technology, enhancements, modifications, and third party software in said custom software.

Subject to the security requirements of the Department and prior written approval by the Department, the contractor and its subcontractors must be free to use any ideas, concepts, and techniques contractor or its subcontractors develop arising out of their performance under this contract, and, subject to the security requirements of the Department and prior written approval by the Department, contractor must be free to provide the Custom Software developed under this Agreement and owned by the Department to other customers requiring this same software using a licensing agreement with similar restrictions to the licensing agreement described in this Agreement. No ideas, concepts, techniques or custom software developed for this System and Agreement must be provided to others without the prior written consent of the Department. The Department prefers that the contractor will complete and finalize all design/technical specifications, development, and testing on site in the Kirkman Building. However, the Department understands that it may not be practical to perform all development activities on site. The Respondent may state in his proposal a plan that includes some off-site development but the plan is subject to final approval by the Department prior to implementation. The contractor must submit to the Department for its approval proposed design documents and screen layouts of all custom software provided to meet the requirements of this ITN.

## **2.16 IMPLEMENTATION DATES**

Implementation dates may be changed by mutual consent of the contractor and the Department. Such mutual consent must be in writing, signed by the contractor and the Department.

## **2.17 STATUS REPORTING**

All work performed pursuant to the contract must be reviewed by the Department's Contract Manager, commencing upon execution of the contract. The contractor's Project Manager must submit a written status report to the Department's Contract Manager showing project tasks completed and tasks planned for completion during the next reporting period. Work determined by the Department to be in non-compliance with the contract must be brought into conformance by the contractor at no expense to the Department within ten (10) calendar days of written notice from the Department unless a longer time period for compliance is contained in the written notice from the Department.

## **2.18 COMPLIANCE REVIEW**

The Contractor is responsible for the implementation and schedule identified in this solicitation and/or as required and agreed to by the Department. The contractor is required to pass a compliance review as designated by the state. The Department will verify that all the features and functions which the contractor proposed have been delivered and that they operate as set forth in the ITN and the contractor's proposal, then the Department must notify the contractor in writing that the system has successfully passed the compliance review.

If the Department determines that the system does not meet the requirements specified in this ITN and the contractor's proposal, the Department will notify the contractor, in writing, of all deficiencies. The contractor must correct the deficiencies within thirty (30) working days, notify the Department in writing, and the Department will re-evaluate the system for another period not to exceed thirty (30) working days.

No charges must be paid for equipment, software, services, or supplies until the system has passed the compliance review.

## **2.19 DEMONSTRATIONS**

A demonstration is required. For the Demonstration/Negotiation phase, the Prospective Contractor is required to bring samples of the license plate to the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, Florida 32399-0560, during the week specified in the Calendar of Events. Specific date and time for each proposer's demonstration will be determined by the Department. Prospective Contractor will explain their production processes to include manufacturing, inventory management and bulk distribution. For instance, Prospective Contractor may choose to demonstrate their production processes in person via video, flow chart, PowerPoint presentation, etc. The Prospective Contractor will fully discuss features of the system and the process.

## **2.20 CONTRACTOR'S INSURANCE**

See attached Form PUR 1000, Paragraph 35. The Awarded Contractor must not commence any work in connection with the contract until he has obtained all of the following types of insurance and such insurance has been approved by the purchaser, nor must the Awarded Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

### **a. WORKERS COMPENSATION INSURANCE**

The Awarded Contractor must 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 Awarded Contractor must 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 Awarded Contractor. Such insurance must 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 Awarded Contractor must 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 Awarded Contractor must take out and maintain during the life of this agreement Comprehensive General Liability and Comprehensive Automobile Liability insurance that will protect the Awarded 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 agreement whether such operations are by the Awarded Contractor or by anyone directly or indirectly employed by the Awarded Contractor, and the amount of such insurance must 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 & Property Damage must be amended to provide coverage on an occurrence basis.

c. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Awarded Contractor must 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.

d. **LOSS DEDUCTIBLE CLAUSE**

The Department must 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 must be the sole responsibility of the Awarded Contractor providing such insurance.

**2.21 FINGERPRINT REQUIREMENTS** Not Applicable

**2.22 CJIS PERSONNEL SECURITY POLICY AND PROCEDURES** Not Applicable

**2.23 E-VERIFY REQUIREMENT**

Pursuant to the State of the Florida Executive Orders Nos.: 11-02 and 11-116, Awarded Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Awarded Contractor during the contract term. Also, the Awarded Contractor must include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state term contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

### **3.0 SCOPE OF WORK**

#### **3.1 BACKGROUND**

Florida residents are required to properly register their motor vehicles, mobile homes and vessels with the Department. A registration is evidence of having paid the registration tax and fees. For motor vehicles the registration includes a metal license plate which is placed on the motor vehicle and replaced on a 10-year cycle.

Florida currently uses a metal license plate with the alpha numeric system, meaning there are combinations of letters and numbers used for identification. The current general issue license plate has a six (6) character configuration.

Law enforcement, toll authorities and other users of license plate reader technology have expressed concerns with the readability of Florida's current license plate design when attempting to obtain proper registration information on a vehicle. Law enforcement, toll authorities and others are also using imaging equipment. This equipment captures a photo of the vehicle's license plate and then obtains registration data based on the reading. With the current license plate, the photo is often not clear, resulting in the pulling of inaccurate registration information.

To address legibility and readability issues, and allow for a new seven (7) character configuration, the Department is recommending a redesign of the general license plate.

Redesigning the license plate while leveraging newer technologies in the license plate itself along with a more simplistic graphic and improved font will assist users of license plate reader technology. The improved fonts and the simplistic graphics will also improve readability for the human eye, thereby improving the accuracy of information provided to and used by law enforcement. These changes will serve as an important safety initiative for law enforcement and all drivers on Florida's roads.

#### **3.2 OBJECTIVES**

The Objective of this project is to solicit bid proposals for the manufacturing of license plates and bulk shipping as described herein.

The Prospective Contractor awarded this contract at a minimum will provide the following:

1. Production (replacement) of approximately eighteen (18) million general issue license plates during either a two (2), five (5), or ten (10) year period as agreed upon by the Awarded Contractor and the Department.
2. Production of specialty license plates, motorcycle license plates, and special requirement license plates as needed.
3. Production of license plates for new registrations.
4. Delivery of license plate inventory to the 68 delivery locations noted in Attachment A.

The Department will award the contract to the responsive Contractor whose bid proposal receives the highest total score for the selected option. The Department reserves the right to enter into a Contract utilizing an option that represents the best value and the best interest of the State.

#### **3.3 CURRENT PROCESS**

The Department has a contract with PRIDE to manufacture and distribute license plates to the county tax collector offices. This includes all type of license plates (general, special requirements, motorcycle, specialty and personalized).

The current general issue license plate has three versions; county name, state motto ("In God We Trust") and "Sunshine State." The license plates are metal and embossed.

License plates are issued by the Department and the sixty seven (67) county Tax Collectors. The county Tax Collectors serve as agents of the Department in providing registration services. Tax Collectors operate various offices in their counties and some contract with private tag agencies to provide registration services.

When additional license plate inventory is needed, the Department sends an order request to PRIDE. After manufacturing the license plates, PRIDE inventories and stores the license plates until orders are ready to be shipped by truck to the delivery points. There are sixty seven (67) county delivery points in addition to the Department's headquarters in Tallahassee. Each of the sixty seven (67) Tax Collectors must then distribute license plates to branch offices, private tag agencies and dealerships in their county. There are over three hundred (300) tax collector offices and private tag agencies and over one-thousand (1,000) dealerships authorized to issue license plates.

There are currently five (5) major points of inventory control. The first is at PRIDE, after a license plate is manufactured. The second is providing inventory control information to the Department, who oversees the inventory and re-order needs for the counties. The third is when the county receives the license plate. The fourth is when the county delivers the license plates to another office or dealership in the county. The final inventory control point is annual auditing, where each county must provide the Department with an audit of their inventory.

To allow for over- the- counter issuance, offices must be stocked with an adequate supply of license plates. Over-the-counter issuance involves a customer coming into an issuance office and walking away with the license plate and/or registration certificate.

New license plates are generally provided for new registrations or for those who are at the ten (10) year replacement cycle or those who choose to pay for a new plate.

## **4.0 TECHNICAL SPECIFICATIONS**

### **4.1 TECHNICAL REQUIREMENTS**

Awarded Contractor must bear full responsibility to ensure successful installation, implementation, operation, and maintenance of all materials, hardware and software associated with this ITN.

The Department has redesigned its general issue license plate. There are approximately eighteen (18) million general issue license plates that need to be produced and distributed by the Awarded Contractor to the delivery locations noted in Attachment VII.

### **4.2 LICENSE PLATE PRODUCTION**

The Awarded Contractor will be responsible for the assembly and manufacturing of the Department's license plates. These plates must meet or exceed federal and industry specifications for reflectivity, durability and performance. The Prospective Contractors proposed license plate must have the flexibility to allow for future redesigns, security features, specialty designs, machine readability and optional fonts. The license plates must be approved by the Department prior to use.

The Prospective Contractor's production plan must detail how the Prospective Contractor will meet the production demand based on a two (2), five (5) and ten (10) year replacement cycle. The Prospective Contractor must describe its production and inventory methodology.

#### **4.2.1 GRAPHIC DESIGN**

Periodically, the Legislature approves new license plates for issuance or approves modifications to existing license plates. The Prospective Contractor is responsible for working with Department staff at no additional cost to implement new license plate designs by any deadlines established by the Legislature. All images and graphics for license plates are considered Department property and must remain property of the Department after termination of the contract.

#### **4.2.2 SYSTEM INSTALLATION AND CONFIGURATION**

The Prospective Contractor is responsible for all aspects of system installation, configuration, testing and start up at their location.

#### **4.2.3 CONSUMABLES/SUPPLIES**

The Prospective Contractor is responsible for providing all consumables and supplies necessary to print and assemble a finished license plate that federal and /or industry standards for reflectivity, durability, and performance.

#### **4.2.4 DISPOSAL OF HAZARDOUS MATERIAL**

The Prospective Contractor must properly dispose of any hazardous waste material resulting from the plate production process, in compliance with any applicable Federal and or State rules and regulations. The Prospective Contractor is responsible for any costs related to hazardous waste handling and disposal.

#### **4.2.5 QUALITY ASSURANCE INSPECTIONS AND SAMPLING**

The Department reserves the right to conduct audits and inspection of the production process and plates produced by the Awarded Contractor.

In the event that plates are found to be defective, the system and business processes proposed by the Prospective Contractor must allow the Department to trace defective plates down to the source of raw materials.

### **4.3 LICENSE PLATE DELIVERY**

To ensure easy access and proper inventory control, license plates must be shipped to the Department and the sixty seven (67) county Tax Collectors in bulk packages. All packaging materials must be provided by the Prospective Contractor. Each pallet of bulk packages must be designed to ensure acceptance, safe delivery and to prevent damage during shipping. Production run sequence numbers must be affixed to the outside of each shipping package that corresponds to the materials contained therein. A shipping or packaging barcode and list must be affixed to one visible box on a pallet identifying all production runs, county and agency destination, purchase order number and contents contained within the shipment. Bulk shipment must be made within fifteen (15) days of order receipt.

The Prospective Contractor will be required to deliver license plates directly to the Department and Tax Collectors.

1. Provide details as to how orders and shipments will be tracked.
2. Please describe how the bulk orders will be packaged.
3. The Awarded Contractor must ensure the security of produced license plates. The Awarded Contractor must maintain a secure facility and the Department retains the right to conduct inspections of said facility at any time to ensure that the facility is secure and that strict security is being maintained.

It will be the responsibility of the Awarded Contractor to ensure that no unauthorized person or persons are allowed to take a license plate from the production facility. Any license plates that are to be scrapped from the production process are to be defaced or cut in half before being sold for junk or disposed of.

4. The Awarded Contractor must describe their process for handling expedited and/or emergency orders. There may be times when an emergency order will be placed for one or more license plates. In these instances, the license plate may be needed the next business day. Please explain in detail how you plan to handle expedited and/or emergency order requests.

### **4.4 MANAGEMENT REPORTING**

The Prospective Contractor solution must provide management reporting, which includes standard reports as well as ad hoc reports that will be made accessible to the Department preferably via an online web portal. A report will be the foundation for invoicing by the Prospective Contractor.

At a minimum, the following standard reports must be available, with the ability to group or filter results by those shipped to the Department versus those shipped to Tax Collector offices:

- a. **Inventory Quantity** – Shows the inventory of all plates manufactured and not yet shipped.
- b. **Shipped Inventory** – Shows the inventory items that have been shipped by plate type.
- c. **Plates Shipped by Month** – This report must show the total number of plates shipped within a given month. The information should be summarized by order number, plate type and destination.
- d. **Plates Shipped Year to Date** – This report must indicate the number of plates shipped per month for a given fiscal year, summarized by plate type.
- e. **Order Status Summary** – Shows the number of plates with the following statuses: Order Received, Assembled, In Transit and Received.
- f. **Shipping Summary** – This report must provide the Department the flexibility to select a date range and the ability to sort the data to gain a comprehensive list of what has been shipped from the Prospective Contractor.

Additional Standard reports will be coordinated and built in conjunction with the Department.

1. Please provide a list of the standard reports you provide to your customers, including examples, as an attachment to your ITN response. Please note which, if any, are available online.
2. Please detail your company's customized and ad hoc reporting capabilities including how long the Department will have to wait to receive new requests for information. Please include how long it takes your company to provide new periodic reports.

3. Does your company provide online Account Management Services that enables the Department to monitor order and shipment activity? If so, please provide a list of all functions of on-line capabilities including reporting.
4. Since the Department will not view the plates before they are shipped, it is the responsibility of the Awarded Contractor to ensure the plates meet all of the requirements specified in federal and industry standards. Provide a plan that will ensure the Department is aware of any quality issues.

#### **4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The Prospective Contractor must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Prospective Contractor's ability to successfully complete the services required by this ITN and Contract. Emphasis should be placed on contracts that are similar in size and scope to the work required by this ITN. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this ITN and Contract. For each such contract, the Prospective Contractor should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### **The Prospective Contractor must fulfill the manufacturing services outlined in this ITN.**

1. Respondent must include a proposed work plan, to include the manufacturing site location and time frames that will coincide with the successful completion of this project. Provide job descriptions and number of personnel to be assigned to equipment installation, testing, manufacturing, distribution and implementation of the project. Include any assumptions made developing the work plan.
2. Prospective Contractor must identify equipment name, model and feature numbers, and quantities of all equipment that will be used to meet the technical requirements of this ITN. Briefly describe any additional but relevant features or capabilities. Address any features that make the proposed commodity especially suited for the intended purpose.
3. Provide details as to how company will "ramp-up" to meet additional volume demands initially and through the life of the contract.

#### **4.6 LICENSE PLATE SPECIFICATIONS**

The retro reflective registration license plate must consist of retro reflective (hereinafter referred to as "reflective" only) sheeting that is printed and laminated to a specified aluminum substrate, which is then processed by the appropriate license plate processing equipment.

The reflective sheeting must consist of lens elements enclosed within a transparent resin and must have pre-coated pressure sensitive adhesive sheeting protected by a removable liner. The clear coated-reflective sheeting must provide a weather resistant, essentially smooth outer surface when finished according to the sheeting manufacturer's recommendations. Graphic design reflective sheeting must employ the design and colors on the background as mutually approved by the Department and the Awarded Contractor.

The Awarded Contractor must furnish any material needed to assemble license plates meeting the requirements of this specification. The Prospective Contractor's proposed license plate must have the flexibility to allow for future redesigns, security features, specialty designs, machine readability and optimal fonts. The license plates must be approved by the Department prior to use.

As industry experts, the Prospective Contractors must list the specifications and processes they will employ to produce a license plate that allows for future redesigns, security features, specialty designs, machine readability and optimal fonts. The proposed license plate must meet or exceed federal and/or industry specifications for reflectivity, durability and performance. Please include the name and details of the federal and/or industry specifications that will be followed to ensure reflectivity, durability and performance for the service life of the license plate.

1. The reflective sheeting, when applied to the license plate substrate and blanked to finished size, must contain identifying marks or features for the purposes of on-vehicle traceability, warranty enforcement and anti-counterfeiting. These features or marks shall not interfere or detract from the graphic design or reduce sheeting brightness and must be durable for the service life of the license plate.
2. The Prospective Contractor must describe in detail how the license plate and security features they propose will aid law enforcement and license plate technology platforms in readily identifying and detecting the validity of the Florida license plate.
3. The retro reflective general issue license plate will have a seven digit configuration.

Inventory Description (Numerical Order)	Configuration/Character/Count (N= Numeric, A= Alpha)							
	1	2	3	4	5	6	7	8
Reflectorized General Issue Plate	N	N	N	N	A	A	A	

#### **4.7 FINISHED PLATE DIMENSIONS**

##### **4.7.1 STANDARD PLATE**

Dimensions = 12" wide X 6" tall

Hole Placement = 5/8" from the top or bottom of the plate and 2 1/2" from the sides of the plate

Hole Size = 1/4" diameter

##### **4.7.2 MOTORCYCLE PLATE**

Dimensions = 7" wide X 4" tall

Hole placement = four (4) holes per plate; each hole is 5/8" from the top or bottom of the plate and 5/8" from the sides of the plate.

Hole size – 1/4" diameter

All finished plates must have a debossed rim flange that provides structural support and rigidity to the plate. The rim must be at least 1/8" around the perimeter the finished plate and should maximize the sheeting printable surface.

#### **4.8 TEST PANELS AND QUALITY CONFORMANCE**

##### **4.8.1 TEST PANELS**

Finished plate test panels 6" x 12" must be provided for testing and evaluation within ten (10) calendar days if required by the Department, and must be assembled of the same materials and by the same general processes as the production plates. Test panels must be provided with variable information as required by the Department.

##### **4.8.2 QUALITY CONFORMANCE**

Failure of the reflective sheeting to meet minimum industry standards must be cause for refusal to accept materials until evidence has been provided by the Awarded Contractor that corrective action has been taken to eliminate deficiencies. Should latent defects be discovered after delivery has been accepted, the Department reserves the right to reject delivery, require replacement or cancel the Contract and charge the Awarded Contractor for any expense to the State incurred by the cancellation of the Contract and procurement of satisfactory replacement material.

#### **4.9 ACCOUNTABILITY**

The Awarded Contractor must be accountable for all sheeting from the place of printing to the point of delivery and every step in between. This includes, but is not limited to the ordering; sheeting printing; assembly and delivery of license plates. All over-run materials remaining in the manufacturer's possession after discontinuation of any design or the Contract's cancellation, must be destroyed in accordance with any applicable Federal or State laws and must not be used for any other purpose.

#### **4.10 PROCESSING**

The reflective sheeting processing must be in accordance with the recommendations of the sheeting manufacturer. All processing procedures for reflective material, thermal transfer ribbons and clear protective laminate must be compatible, or made compatible at the Awarded Contractor's expense, with equipment and procedures currently employed by the state.

#### **4.11 PERFORMANCE LIFE & WARRANTIES**

##### **4.11.1 PERFORMANCE LIFE**

Florida has a ten (10) year license plate replacement cycle. Reflective sheeting applied and processed into finished license plates according to the sheeting manufacturer's instruction must be considered to perform effectively for the service life specified by the manufacturer's data sheet. (excluding those plates showing mechanical damage) if:

1. The plates show no fading, cracking, blistering or peeling which significantly impair the intended visibility or legibility of the plate up to a period of five (5) years if
2. The clean rear plate retains at least five (5) candlepower per foot-candle per plate (0.46 candelas per lux per plate) for the warranty period of the plate, up to a period of five years. Measurements must be taken in clean, unprinted areas of rear plates.

Measurements must be conducted at 0.2 observation angle and -4 entrance angle. Coefficient of Luminous Intensity must be measured using the test method outlined in ASTM E-810 except that the Coefficient of Luminous Intensity must be determined in accordance with ASTM E-808- 01 Para. 3.2.2 and ASTM E-809-02 Para. 12.3.

The Awarded Contractor must be responsible for all replacement costs. Reimbursement to the Department must be in dollars and/or materials equal to the assessed damage, at the Department's discretion.

##### **4.11.2 WARRANTY PROVISIONS**

The Prospective Contractors must describe their process for tracking defective material to the specific run numbers from which the material originated.

#### **4.12 LICENSE PLATE SAMPLES**

The Department is requiring a sample(s) of the finished product. Please see License Plate Samples section 5.8.11.

**A sample may be held by the Department during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries.**

When an approved sample exceeds the minimum specifications, all products delivered under the Contract must be of the same enhanced quality and identity as the sample. Thereafter, in the event of the Awarded Contractor's default, the Department may procure a product substantially equal to the enhanced sample from other sources, charging the Awarded Contractor for any additional costs incurred.

#### **4.12.1 CONFORMANCE WITH SAMPLE(S)**

Submission of a sample (whether or not such sample is tested by, or for, the Department) and approval thereof does not relieve the Awarded Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the final specifications. If in the judgment of the State the sample or product submitted is not in accordance with the final specifications or testing requirements prescribed in the final specifications. If an award has been made, the Department may cancel the contract at the expense of the Awarded Contractor.

#### **4.13 TESTING**

All materials necessary for production of a license plate are subject to tests in the manner and place designated by the Department, prior to the Contract award. Unless otherwise stated in the ITN Specifications, all materials consumed or rendered useless by testing will not be returned. Testing costs for samples that fail to meet Contract requirements must be at the expense of the Awarded Contractor. The testing process is not complete until the Department gives approval of the final testing results.

#### **4.14 DESIGNATED PERSONNEL**

The Vendor shall assign a Project Manager who will work directly with the Agency and shall be a full-time employee of the Contractor with the authority to revise processes or procedures and assign additional resources, as needed, to maximize the efficiency and effectiveness of services required under the resulting Contract. The Contractor's Project Manager, or other representative, shall meet with Department staff in person or by telephone at the request of Department representatives to discuss issues pertinent to the resulting Contract, such as the status of Contract activities, Contractor performance, benefit analysis, necessary revisions, review processes, reports, and planning. The Contractor shall notify the Department in writing if its Project Manager position becomes vacant within two (2) business days of the position becoming vacant. The Contractor shall notify the Department's Contract Manager within thirty (30) calendar days of the replacement staff chosen by the Contractor as its Project Manager.

#### **4.15 SOFTWARE LICENSES/SERVICES AGREEMENT**

All commercial off the shelf proprietary software acquired as a result of this negotiation will be furnished under the terms and conditions of the appropriate proposer's standard software licensing contract, subject to requirements of Florida Statutes.

#### **4.16 QUALITY CONTROL**

The Prospective Contractor must provide a detailed quality control plan.

#### **4.17 FUTURE IMPROVEMENTS**

The Department may consider and negotiate improvement options during the term of the contract.

#### **4.18 PAYMENT**

The Awarded Contractor will invoice the Department monthly in arrears, based on the number of license plates shipped to Tax Collector Offices and the Department. Invoice format must be electronic, pre-approved and fully reconcilable to Department records in relation to transaction data.

#### **4.19 PRICE ESCALATION/DE-ESCALATION**

Price adjustments may be permitted for changes in the contractor's cost of materials. The Producer's Price Index PPI index for commodities 0661 (laminating resins), 662 (thermoplastic resins), 2822 (plastic materials & resins), 1089 (metal foil/leaf), paper or other similar published commodity type data as applicable to the manufacture of reflective license plate materials may be used as a guide. No price increases will be authorized for 365 days from the date of contract award but annual price adjustments may occur thereafter (every 365 days) for the remainder of the contract period.

However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Department.

The Awarded Contractor shall give not less than 180 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 180 day notification period. The Awarded Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Awarded Contractor's request for increase which will verify the amount or percentage of increase which is being passed on to the Awarded Contractor by the Awarded Contractor's suppliers.

The Department (purchasing office) will notify the Awarded Contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

## **5.0 INSTRUCTIONS FOR PREPARING STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED**

### **5.1 TWO STAGE PROCESS**

This solicitation includes a two-stage process of contractor selection. In the first stage, each interested contractor is to submit a "Statement of Qualifications and Services Offered," (SQSO) by the date and time set forth in the Calendar of Events. Following the negotiation process, respondents will submit firm, final written offers (Best and Final Offers, or BAFO's) by the date and time set forth in the Calendar of Events.

### **5.2 LABELING**

The face of the envelope or other container containing the SQSO must be labeled as specified in Section 1.44 of this solicitation

### **5.3 COPIES OF PROPOSALS**

Respondents must deliver an original and five copies of the Statement of Qualifications and Services Offered, and a CD with an electronic copy (preferably in Microsoft Word) to the Department as specified in the Calendar of Events (Section 2.1) of this solicitation.

### **5.4 DOCUMENT DELIVERY**

It is the Respondent's responsibility to ensure that its SQSO is delivered by the proper time at the office identified in the Calendar of Events (Section 2.1) of this solicitation. SQSO's, which for any reason are not timely received, will not be considered. Late SQSO's will be declared non-responsive, and will not be scored. **SQSO's which arrive unsealed, unsigned, by telegram, telephone, email and/or facsimile transmission will not be accepted, they will be declared non-responsive, and they will not be scored.**

### **5.5 INSPECTION OR EXAMINATION OF SQSO's**

SQSO's are not public records subject to the provisions of Section 119.07(1), Florida Statutes until such time as the Department provides notice of a decision pursuant to Section 120.57(3)(a), Florida Statutes, or as provided in Section 119.071(1), Florida Statutes.

### **5.6 WITHDRAWAL OF SQSO**

Withdrawal of SQSO's may be requested within 72 hours (excluding State holidays, Saturdays, and Sundays) after the opening time and date. Requests received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error.

### **5.7 EXECUTION OF SQSO**

Each SQSO must contain the company name and F.E.I.D. or social security number and the original signature of an authorized representative of the Respondent. Each SQSO must be typed. Each SQSO should be submitted with Respondent's name and page number on each page.

## **5.8 SQSO FORMAT**

The objective of the SQSO is to demonstrate the proposing firm's ability to successfully deliver the commodities and services requested. In order to assist the Department in reviewing SQSO's, each SQSO must be prepared utilizing the following format and headings:

### **5.8.1 TRANSMITTAL LETTER**

Identify the SQSO as "SQSO to the State of Florida Department of Highway Safety and Motor Vehicles, for the (***Production of License Plates***)." Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the SQSO. The letter must clearly indicate that the person signing the SQSO is authorized to bind the respondent. The letter must identify any and all joint proposing firms and/or subcontractors.

### **5.8.2 INVITATION TO NEGOTIATE COVER SHEET**

This form (page 1) must be properly completed and signed by the authorized representative of the responding firm.

### **5.8.3 EXECUTIVE SUMMARY**

Include a description of the scope of services to be provided by the contractor. Include a statement describing how contractor resources and experience will support this project, including access to back-up staff if needed. The contractor must clearly specify its competitive advantage and its proposed ability to meet the terms, conditions, and requirements as defined in this solicitation.

### **5.8.4 LICENSE PLATE PRODUCTION REQUIREMENTS AND DESCRIPTION**

Respondent must address all subsections listed under Sections 3 and 4. Respondent must label each subsection in Sections 3 and 4 of the proposal with the name and number of the corresponding section and address each requirement in that section.

Fully describe all products and services to be supplied, including all features and functions.

### **5.8.5 MANAGEMENT REPORTING**

The Prospective Contractor solution must provide management reporting, which includes standard reports as well as ad hoc reports that will be made accessible to the Department preferably via an online web portal. A report will be the foundation for invoicing by the Prospective Contractor.

### **5.8.6 LICENSE PLATE DELIVERY**

To ensure easy access and proper inventory control, license plates must be shipped to the Department and the sixty seven (67) county Tax Collectors in bulk packages. All packaging materials must be provided by the Prospective Contractor. Each pallet of bulk packages must be designed to ensure acceptance, safe delivery and to prevent damage during shipping. Production run sequence numbers must be affixed to the outside of each shipping package that corresponds to the materials contained therein. A shipping or packaging barcode and list must be affixed to one visible box on a pallet identifying all production runs, county and agency destination, purchase order number and contents contained within the shipment. Bulk shipment must be made within fifteen (15) days of order receipt.

### **5.8.7 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The Prospective Contractor must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Prospective Contractor's ability to successfully complete the services required by this ITN and Contract. Emphasis should be placed on contracts that are similar in size and scope to the work required by this ITN. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this ITN and Contract. For each such contract, the Prospective Contractor should provide two

names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### **5.8.8 QUALITY CONTROL**

The Prospective Contractor must provide a detailed quality control plan.

#### **5.8.9 SMALL BUSINESS ENTERPRISE PARTICIPATION**

The Department of Highway Safety and Motor Vehicles wishes to encourage award of the Contract, or subcontracting of portions of the Contract to, or purchase of goods and services from, State of Florida Small Business Enterprises (SBEs). Each Respondent must state whether or not they are an SBE, and if not, what percentage of the total Contract price will be spent with SBE firms who will be supplying them. The SBE participation claimed in the technical proposal must be substantiated in the price proposal. NOTE: Not all minority business enterprises are presently certified by the State of Florida. However, only certified minority business enterprises (SBEs) will be considered in evaluating this portion of a Respondent's proposal. A directory of SBEs is available for review on the Office of Supplier Diversity web page at <http://www.osd.dms.state.fl.us/dirhome.htm> . Respondents may also obtain information on SBEs by contacting:

Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, Florida 32399-0950  
Telephone (850) 487-0915  
Fax: (850) 922-6852

#### **5.8.10 PRICE PROPOSAL**

Prospective Contractors must submit price proposals with their SQSO response. Price will not be scored during the SQSO evaluation. The evaluation team will receive the price proposals after the SQSO evaluation but prior to the Negotiation/Demonstration phase.

**PROSPECTIVE CONTRACTORS THAT DO NOT SUBMIT PRICE PROPOSALS WITH THEIR SQSO RESPONSE WILL BE NON-RESPONSIVE.**

#### **5.8.11 LICENSE PLATE SAMPLES**

Prospective Contractors are required to produce a license plate sample with their SQSO response.

**PROSPECTIVE CONTRACTORS THAT DO NOT SUBMIT A SAMPLE WITH THEIR SQSO RESPONSE WILL BE NON-RESPONSIVE.**

## **6.0 EVALUATION OF SQSO**

### **6.1 STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED** **(Maximum 115 points)**

The Department will appoint an Evaluation Committee. The committee must complete the evaluation of all valid SQSO's, in accordance with the criteria set forth in this section.

### **6.2 EXECUTIVE SUMMARY:** (pass/fail) (ref. to 5.8.3)

### **6.3 LICENSE PLATE PRODUCTION:** (75 points, ref. to 4.2, 4.6 and 5.8.4)

- a. **License Plate Production** (50 points, ref. to 4.2)
- b. **License Plate Specifications** (25 points, ref. to 4.6)

### **6.4 MANAGEMENT REPORTING:** (maximum 15 points, ref. 4.4)

### **6.5 LICENSE PLATE DELIVERY:** (maximum 10 points, ref. 4.3)

### **6.6 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE:** (maximum 10 points, ref. 4.5)

### **6.7 QUALITY CONTROL:** (maximum 5 points, ref 4.16)

### **6.8 CRITERIA FOR SCORING SQSO SECTIONS:**

Excellent response: 90 to 100% of the maximum score.  
Good response: 80 to 89% of the maximum score.  
Fair response: 70 to 79% of the maximum score.  
Poor response: 0 to 69% of the maximum score.

Rounding will be to the nearest tenth of a point.

In determining whether a response is excellent, good, fair or poor a reviewer may use a combination of an "absolute" approach and a "comparative" approach. Example: If two firms are competing on the basis of relevant experience, and one has 15 years experience while the other has 16, the reviewer may score both as excellent, with the same number of points, because 15 or 16 years is "absolutely" excellent. However, the reviewer might feel that 8 years versus 16 years represents a 90% "excellent" versus a 100% "excellent."

**NOTE: In any "Pass/Fail" section a failing score will result in the proposal being non-responsive as per Section 1.6 of this solicitation.**

## **7.0 INSTRUCTIONS FOR PREPARING PROPOSALS**

### **7.1 SUBMISSION**

Respondents selected by the Evaluation Committee, to participate in negotiations, will submit complete initial technical and price proposals no later than the dates specified in the Calendar of Events. Following the negotiation process, respondents will submit firm, final written offers. Both the initial and final, firm written offers will follow this format. Respondents will use Microsoft Word to track changes made to original and subsequent technical proposals.

### **7.2 LABELING**

The face of the envelope or other container containing the final offers must be labeled as specified in Section 1.44 of this solicitation and must be specified as either the Technical Proposal or the Price Proposal.

### **7.3 COPIES OF PROPOSALS**

Respondents must deliver an original and five copies, plus a CD with an electronic copy of both the technical proposal and the price proposal to the Department as specified in the Calendar of Events (Section 2.1) of this solicitation. Electronic technical proposal and the price proposal is preferred to be in Microsoft Word and Microsoft Excel format respectively.

### **7.4 DOCUMENT DELIVERY**

It is the Respondent's responsibility to ensure that its proposal is delivered by the proper time at the office identified in the Calendar of Events (Section 2.1) of this proposal. Proposals, which for any reason are not timely received, will not be considered. Late proposals will be declared non-responsive, and will not be scored. **Proposals which arrive unsealed, unsigned, by telegram, telephone, email and/or facsimile transmission will not be accepted, they will be declared non-responsive, and they will not be scored.**

### **7.5 INSPECTION OR EXAMINATION OF PROPOSALS**

Proposals are not public records subject to the provisions of Section 119.07(1), Florida Statutes until such time as the Department provides notice of a decision pursuant to Section 120.57(3)(a), Florida Statutes, \*\*\*or as provided in Section 119.071(1), Florida Statutes.\*\*\*

### **7.6 WITHDRAWAL OF PROPOSAL**

Withdrawal of proposals may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the opening time and date. Requests received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious error.

### **7.7 EXECUTION OF PROPOSALS**

Each proposal must contain the company name and F.E.I.D. or social security number and the original signature of an authorized representative of the Respondent. Each proposal must be typed. Each proposal should be submitted with Respondent's name and page number on each page.

### **7.8 PROPOSAL FORMAT**

The objective of the proposal is to demonstrate the proposing firm's ability to successfully deliver the commodities and services requested. In order to assist the Department in reviewing proposals, each proposal must be prepared utilizing the following format and headings.

#### **7.8.1 TRANSMITTAL LETTER**

Identify the proposal as "Proposal to the State of Florida Department of Highway Safety and Motor Vehicles, for the Production of License Plates. Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the proposal. The letter must clearly indicate that the person signing the proposal is authorized to bind the respondent. The letter must identify any and all

joint proposing firms and/or subcontractors. The letter must also identify any changes from the Statement of Qualifications and Services Offered.

#### **7.8.2 EXECUTIVE SUMMARY**

Include a description of the scope of services to be provided by the contractor. Include a statement describing how contractor resources and experience will support this project, including access to back-up staff if needed. The contractor must clearly specify its competitive advantage and its proposed ability to meet the terms, conditions, and requirements as defined in this solicitation.

#### **7.8.3 DEMONSTRATION**

A demonstration is required. For the Demonstration/Negotiation phase, the Prospective Contractor is required to bring samples of the license plate to the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, Florida 32399-0560, during the week specified in the Calendar of Events. Specific date and time for each proposer's demonstration will be determined by the Department. Prospective Contractor will explain their production processes to include manufacturing, inventory management and bulk distribution. For instance, Prospective Contractor may choose to demonstrate their production processes in person via video, flow chart, PowerPoint presentation, etc. The Prospective Contractor will fully discuss features of the system and the process.

#### **7.8.4 LICENSE PLATE PRODUCTION REQUIREMENTS AND DESCRIPTION**

Respondents must address all subsections listed under Sections 3 and 4. Respondent must label each subsection of the proposal with the name and number of the corresponding section and address each requirement in that section. Fully describe all products and services to be supplied, including all features and functions.

#### **7.8.5 MANAGEMENT REPORTING**

The Prospective Contractor solution must provide management reporting, which includes standard reports as well as ad hoc reports that will be made accessible to the Department preferably via an online web portal. A report will be the foundation for invoicing by the Prospective Contractor.

#### **7.8.6 LICENSE PLATE DELIVERY**

To ensure easy access and proper inventory control, license plates must be shipped to the Department and the sixty seven (67) county Tax Collectors in bulk packages. All packaging materials must be provided by the Prospective Contractor. Each pallet of bulk packages must be designed to ensure acceptance, safe delivery and to prevent damage during shipping. Production run sequence numbers must be affixed to the outside of each shipping package that corresponds to the materials contained therein. A shipping or packaging barcode and list must be affixed to one visible box on a pallet identifying all production runs, county and agency destination, purchase order number and contents contained within the shipment. Bulk shipment must be made within fifteen (15) days of order receipt.

#### **7.8.7 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The Prospective Contractor must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Prospective Contractor's ability to successfully complete the services required by this ITN and Contract. Emphasis should be placed on contracts that are similar in size and scope to the work required by this ITN. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this ITN and Contract. For each such contract, the Prospective Contractor should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

### **7.8.8 QUALITY CONTROL**

The Prospective Contractor must provide a detailed quality control plan.

### **7.8.9 PRICE PROPOSAL FORMAT**

Each proposer must submit a separately bound and sealed cost proposal. Prices quoted are to be inclusive of all costs, fees, expenses, travel, lodging materials, services, etc. No costs in addition to quoted prices will be paid to the contractor. Proposals not including all required and offered equipment, software, and services will not be considered. The services/commodities provided per contract year are estimated and does not represent a guarantee of work.

The Respondent will receive the maximum points available for the lowest priced option submitted of all the responsive replies which will be combined with the Respondents technical score.

The Department will award the contract to the responsive Contractor whose bid proposal receives the highest total score for the selected option. The Department reserves the right to enter into a Contract utilizing an option that represents the best value and the best interest of the State.

Proposer must identify cost in the Supplemental Cost Sheet; however, these costs will not be considered in the award of the solicitation.

### **7.8.10 PROPOSAL BOND**

Include the proposal bond referenced in Section 2.3 with the Best and Final Offer (BAFO) price proposal.

## **8.0 EVALUATION OF PROPOSALS**

### **8.1 TECHNICAL PROPOSAL:** **(maximum 200 points)**

The Department will appoint an Evaluation Committee. The committee must complete the evaluation of all valid proposals, in accordance with the criteria set forth in this section. Award will be to the highest scoring proposal, considering the technical proposal scoring and all costs for the ten (10) year contract period, evaluated as described in Section 8.16 of this solicitation.

### **8.2 EXECUTIVE SUMMARY:** (pass/fail) (ref. to 7.8.2)

### **8.3 DEMONSTRATION:** (maximum 20 points ref. to 2.20, 4.2, 4.0, 4.12 and 7.8.3)

- a. Production Process Overview (maximum 10 points, ref. to 4.0)
- b. Features and Ease of Use of the Management Reporting Capabilities. (maximum 5 points, ref. to 4.4)
- b. Overall Appearance and Quality of License Plates (maximum 5 points, ref. to 2.20 and 4.12)

### **8.4 LICENSE PLATE PRODUCTION:** (maximum 75 points, ref. to 4.2, 4.6 and 7.8.4)

- a. License Plate Production (maximum 50 points, ref. to 4.2)
- b. License Plate Specifications (maximum 25 points, ref. to 4.6)

### **8.5 MANAGEMENT REPORTING:** (maximum 15 points, ref. 4.4)

### **8.6 LICENSE PLATE DELIVERY:** (maximum 10 points, ref. 4.3)

### **8.7 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE:** (maximum 10 points, ref. 4.5)

### **8.8 QUALITY CONTROL:** (maximum 5 points, ref 4.16)

**8.9 PRICE PROPOSAL:** (maximum 65 points, ref 7.8.9) the lowest cost proposal will be awarded 65 points. Lowest total cost (LC) divided by proposal being considered (PC) times maximum points score (65) equals points awarded.

Formula:  $LC/PC \times 65 = \text{Score}$ .

No points are allocated to prices on the Supplemental Cost Sheet.

**8.10 TIE PROPOSAL:** In event of a tie between two or more proposers with the highest number of points, the proposer with the most points for the Demonstration evaluation must be awarded the contract. In the event that two or more proposers are still tied, the award will be made in accordance with Section 60A-1.011, Florida Administrative code. See Attachment III.

### **8.11 CRITERIA FOR AWARDING POINTS TO TECHNICAL PROPOSAL SECTIONS:**

EXCELLENT RESPONSE: 90 TO 100% OF THE MAXIMUM SCORE.

GOOD RESPONSE: 80 TO 89% OF THE MAXIMUM SCORE.

FAIR RESPONSE: 70 TO 79% OF THE MAXIMUM SCORE.

POOR RESPONSE: 0 TO 69% OF THE MAXIMUM SCORE.

Rounding will be to the nearest tenth of a point.

**NOTE:** In any "Pass/Fail" section a failing score will result in the proposal being non-responsive as per Section 1.6 of this solicitation.

**9.0 PRICE PROPOSAL FORM**

**OPTION 1  
2-Year License Plate Replacement Schedule**

<b>TABLE 1 – OPTION 1 GRAND TOTAL BID PRICE</b>						
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>		<b>ESTIMATED QUANTITY</b>		<b>TOTAL</b>
A.	<b>NON-SPECIALTY LICENSE PLATE (Up to 3 Color Spectrum)</b>	\$	<b>X</b>	37,842,131	=	\$
B.	<b>SPECIALTY LICENSE PLATE (Up to 4 Color Spectrum)</b>	\$	<b>X</b>	1,402,055	=	\$
C.	<b>MOTORCYCLE LICENSE PLATE (Up to 3 Color Spectrum)</b>	\$	<b>X</b>	588,810	=	\$
D.	<b>SPECIAL REQUIREMENT LICENSE PLATE (Up to 2 Color Spectrum)</b>	\$	<b>X</b>	275,532	=	\$
<b>GRAND TOTAL BID PRICE (Items A-D):</b>		\$				

\*The above total prices shall include all labor, equipment, materials and bulk shipping to provide Florida License Plates which meet the description and requirements specified within this ITN.

The Grand Total Bid Price will be determined by adding Items A-D together (A+B+C+D).

RESPONDENT NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**OPTION 2  
5-Year License Plate Replacement Schedule**

TABLE 1 – OPTION 2 GRAND TOTAL BID PRICE						
ITEM	DESCRIPTION	UNIT COST		ESTIMATED QUANTITY		TOTAL
A.	NON-SPECIALTY LICENSE PLATE (Up to 3 Color Spectrum)	\$	X	37,842,131	=	\$
B.	SPECIALTY LICENSE PLATE (Up to 4 Color Spectrum)	\$	X	1,402,055	=	\$
C.	MOTORCYCLE LICENSE PLATE (Up to 3 Color Spectrum)	\$	X	588,810	=	\$
D.	SPECIAL REQUIREMENT LICENSE PLATE (Up to 2 Color Spectrum)	\$	X	275,532	=	\$
<b>GRAND TOTAL BID PRICE (Items A-D):</b>		\$				

The Grand Total Bid Price will be determined by adding Items A-D together (A+B+C+D).

\*The above total prices shall include all labor, equipment, materials and bulk shipping to provide Florida License Plates which meet the description and requirements specified within this ITN.

RESPONDENT NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**OPTION 3**  
**10-Year License Plate Replacement Schedule**

TABLE 1 – OPTION 3 GRAND TOTAL BID PRICE						
ITEM	DESCRIPTION	UNIT COST		ESTIMATED QUANTITY		TOTAL
A.	<b>NON-SPECIALTY LICENSE PLATE (Up to 3 Color Spectrum)</b>	\$	X	37,842,131	=	\$
B.	<b>SPECIALTY LICENSE PLATE (Up to 4 Color Spectrum)</b>	\$	X	1,402,055	=	\$
C.	<b>MOTORCYCLE LICENSE PLATE (Up to 3 Color Spectrum)</b>	\$	X	588,810	=	\$
D.	<b>SPECIAL REQUIREMENT LICENSE PLATE (Up to 2 Color Spectrum)</b>	\$	X	275,532	=	\$
<b>GRAND TOTAL BID PRICE (Items A-D):</b>						
			\$			

The Grand Total Bid Price will be determined by adding Items A-D together (A+B+C+D).

\*The above total prices shall include all labor, equipment, materials and bulk shipping to provide Florida License Plates which meet the description and requirements specified within this ITN.

Table 2, Optional License Plate Pricing, is for informational purposes only and will not be evaluated. The Department reserves the right to negotiate the Optional License Plate Pricing at a later date.

TABLE 2 OPTIONAL LICENSE PLATE PRICING	
DESCRIPTION	NON-SPECIALTY (BLACK & WHITE):
Manufacturing Cost per Plate for Contract Years 1-10	\$

\*The above total prices shall include all labor, equipment, materials and bulk shipping to provide Florida License Plates which meet the description and requirements specified within this ITN.

**NOTE:** The Prospective Contractor **must** submit a price for each of the above options (Options 1-3) or **THE RESPONSE WILL BE REJECTED**. Table 2, Optional License Plate Pricing, is not a mandatory option and therefore not required but encouraged. The Department will award the contract to the responsive Contractor whose bid proposal receives the highest total score for the selected option. The Department reserves the right to enter into a Contract utilizing an option that represents the best value and the best interest of the State.

RESPONDENT NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## ATTACHMENT I

### FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

#### PUR 1000

**STATE OF FLORIDA PUR 1000:** Note: State of Florida PUR 1000, General Contract Conditions is hereby incorporated by reference to this solicitation and any ensuing contract. **If conflicting terms between PUR 1000 and this solicitation should result, the terms and conditions contained within this solicitation must control.**

State of Florida  
PUR 1000  
General Contract Conditions

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| 9. Americans with Disabilities Act.                           | 33. Security and Confidentiality.   |
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| 15. Invoicing and Payment.                                    | 39. Leases and Installment Purchases.   |
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| 22. Termination for Convenience.                              | 46. Execution in Counterparts.  |
| 23. Termination for Cause.                                    | 47. Severability.   |
| 24. Force Majeure, Notice of Delay, and No Damages for Delay. |   |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**For payments within the State accounting system (FLAIR or its successor), the Transaction Fee must, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor must pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments must be subject to audit by the State or its designee.**

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

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

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

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

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

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

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

**18. Lobbying and Integrity.** Customers must ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor must not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but must not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor must retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs must include, but must not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor must not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract must be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract must be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

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

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

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer must not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

## ATTACHMENT II

### FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES PUR 1001

**STATE OF FLORIDA PUR 1001:** Note: State of Florida PUR 1001, General Instructions to Respondents, is hereby incorporated by reference to this solicitation and any ensuing contract. **If conflicting terms between PUR 1001 and this solicitation should result, the terms and conditions contained within this solicitation must control.**

#### State of Florida PUR 1001 General Instructions to Respondents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent must indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement must be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation must be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer must electronically post a notice of intended award at [http://vbs.dms.state.fl.us/vbs/search/criteria\\_form](http://vbs.dms.state.fl.us/vbs/search/criteria_form). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer must post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision must file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer must not provide tabulations or notices of award by telephone.

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

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

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

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

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

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

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

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

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, must constitute a waiver of proceedings under Chapter 120, Florida Statutes."

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

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

**ATTACHMENT III**

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES**

**IDENTICAL TIE BIDS FORM**

**IDENTICAL TIE BIDS** - Preference must 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 must be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, 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.

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

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

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

Date: \_\_\_\_\_

**ATTACHMENT IV**

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES**

**SAVINGS/DISCOUNTS/PRICE REDUCTIONS**

COMMODITY OR SERVICE: \_\_\_\_\_

Respondent: Please furnish the prices offered compared to prices that would be paid without this competitive solicitation, total savings and percent discount.

Non-discounted price each \$ \_\_\_\_\_ X quantity \_\_\_\_\_ = \$ \_\_\_\_\_ List Price.

Discounted price each \$ \_\_\_\_\_ X quantity \_\_\_\_\_ = \$ \_\_\_\_\_ Actual Price.

Additional comments or savings information:

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

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

Date: \_\_\_\_\_

To be completed by DHSMV representative as applicable:

Requisition # \_\_\_\_\_ P O # \_\_\_\_\_ Division \_\_\_\_\_

Total award amount \$ \_\_\_\_\_

## ATTACHMENT V

### FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

#### CHECKLIST

##### The 10 Most Critical Things to Keep in Mind When Responding to a Solicitation for the Florida Department of Highway Safety and Motor Vehicles

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (proposal, performance and/or damages) sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference.** (If applicable)
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Contractor Bid System’s website ([http://vbs.dms.state.fl.us/vbs/search.criteria\\_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)) and will include all questions asked and answered concerning the Solicitation.
5. \_\_\_\_\_ **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms (Section 9.0), Certificate of Drug Free Workplace (Attachment III), Savings / Discount / Price Reduction (Attachment IV), etc.
8. \_\_\_\_\_ **Check the Contractor Bid System website for Solicitation addenda.** Before submitting your response, check the Contractor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.
9. \_\_\_\_\_ **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late proposal responses are never accepted.

**This checklist is provided for assistance only and should not be submitted with Offeror’s Response.**

**ATTACHMENT VI**  
**FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES**  
**CERTIFICATION OF SITE SURVEY**

**CERTIFICATION OF SITE SURVEY, ITN # \_\_\_\_\_**

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FIRM NAME: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

DATE OF SURVEY: \_\_\_\_\_

On the above date, site was inspected and I am fully aware of entire scope of proposal.

\_\_\_\_\_  
Signature of Firm Representative

Site Survey Verified by: (DHSMV Representative) Printed Name \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTACHMENT VII**

<b>Florida License Plate Distribution Locations</b>		
	<b>County</b>	<b>Address information.</b>
1	Alachua	5801 NW 34th STREET, GAINESVILLE, FL 32653
2	Baker	32 NORTH 5th STREET, MACCLENNY, FL 32063
3	Bay	850 W. 11TH STREET, PANAMA CITY, FL 32401
4	Bradford	945 N. TEMPLE AVE., SOUTH WING SUITE B, STARKE, FL 32091
5	Brevard	400 SOUTH STREET, TITUSVILLE, FL 32780
6	Broward	1800 N.W. 66TH AVE. SUITE 100, PLANTATION, FL 33313
7	Calhoun	20859 CENTRAL AVENUE E., ROOM 107, BLOUNTSTOWN, FL 32424
8	Charlotte	18500 MURDOCK CIR., ROOM 135, PORT CHARLOTTE, FL 33948
9	Citrus	210 N. APOPKA AVE., INVERNESS, FL 34450
10	Clay	477 HOUSTON STREET, GREEN COVE SPRINGS, FL 32043
11	Collier	3301 EAST TAMiami TRAIL, NAPLES, FL 34112
12	Columbia	135 NE HERNANDO AVENUE, SUITE 125, LAKE CITY, FL 32055
13	Dade	864 NW 23rd STREET, MIAMI, FL 33127
14	Desoto	201 E. OAK STREET, SUITE 101, ARCADIA, FL 34266
15	Dixie	DIXIE COUNTY TAX COLLECTOR, 214 NE 351ST HWY, CROSS CITY, FL 32628
16	Dmv	2900 APALACHEE PKWY - NIEL KIRKMAN BLDG., TALLAHASSEE, FL 32399
17	Duval	231 E. FORSYTH ST., ROOM 170, JACKSONVILLE, FL 32202
18	Escambia	6451 NORTH W. ST, PENSACOLA, FL 32505
19	Flagler	1769 E. MOODY BLVD., BLDG 2, SUITE 102, BUNNELL, FL 32110
20	Franklin	33 MARKET STREET, SUITE 202, APALACHICOLA, FL 32320
21	Gadsden	16 S. CALHOUN STREET, QUINCY, FL 32351
22	Gilchrist	112 S. MAIN STREET, COURTHOUSE, TRENTON, FL 32693
23	Glades	500 AVENUE J, MOORE HAVEN, FL 33471
24	Gulf	1000 CECIL COSTIN BLVD., ROOM 100, PORT ST. JOE, FL 32456
25	Hamilton	207 NE 1st STREET, COURTHOUSE, JASPER, FL 32052
26	Hardee	110 W OAK ST. SUITE 102, WAUCHULA, FL 33873
27	Hendry	25 E. HICKOPOCHEE AVENUE, Courthouse , LABELLE, FL 33935
28	Hernando	20 N. MAIN STREET, ROOM 112, BROOKSVILLE, FL 34601
29	Highlands	540 S. COMMERCE ST, SEBRING, FL 33870
30	Hillsborough	2506 N. FALKENBURG RD, TAMPA, FL 33619
31	Holmes	224 N. WAUKESHA ST., BONIFAY, FL 32425
32	Indian River	1800 27TH. ST, VERO BEACH, FL 31960
33	Jackson	4445 LAFAYETTE ST, COURTHOUSE RM. 107, MARIANNA, FL 32446
34	Jefferson	500 W. WALNUT, MONTICELLO, FL 32344
35	Lafayette	MAIN STREET COURTHOUSE, MAYO, FL 32066
36	Lake	15733 DORA AVENUE, TAVARES, FL 32778
37	Lee	2480 THOMPSON ST, FT. MYERS, FL 33901
38	Leon	3425 THOMASVILLE RD, TALLAHASSEE, FL 32309
39	Levy	355 SOUTH COURT STREET, P.O. BOX 250, BRONSON, FL 32621
40	Liberty	10818 NW STATE ROAD 20, BRISTOL, FL 32321
41	Madison	229 SW PINCKNEY STREET, SUITE 201, MADISON, FL 32340
42	Manatee	819 301 BLVD W., BRADENTON, FL 34205
43	Marion	503 SE 25th AVENUE, Ocala, FL 34471
44	Martin	3485 SE WILLOUGHBY BLVD., STUART, FL 34994
45	Monroe	3101 OVERSEAS HIGHWAY, MARATHON, FL 33050
46	Nassau	86130 LICENSE ROAD, SUITE 5, FERNANDINA BEACH, FL 32034
47	Okaloosa	506 HIGHWAY 85 NORTH, NICEVILLE, FL 32578
48	Okeechobee	307 NW 5th AVENUE, OKEECHOBEE, FL 34972
49	Orange	1300 S DIVISION AVENUE, ORLANDO, FL 32805
50	Osceola	2501 EAST IRLO BRONSON KISSIMMEE, FL 34744

51	Palm Beach	301 N. OLIVE AVENUE, RM 101 (GOVT. CENTER), WEST PALM BEACH, FL 33401
52	Pasco	14236 6th STREET, SUITE 100, DADE CITY, FL 33523
53	Pinellas	13025 Starkey Rd., LARGO, FL 33773
54	Polk	430 E. MAIN ST., BARTOW, FL 33830
55	Putnam	323 ST. JOHNS AVENUE, PALATKA, FL 32177
56	Santa Rosa	6495 CAROLINE STREET, MILTON, FL 32570
57	Sarasota	101 S. WASHINGTON BLVD., SUITE 1358, SARASOTA, FL 34236
58	Seminole	1101 E. 1st STREET, SANFORD, FL 32771
59	St. Johns	4030 LEWIS SPEEDWAY, ST. AUGUSTINE, FL 32084
60	St. Lucie	2300 VIRGINIA AVENUE, FT. PIERCE, FL 34982
61	Sumter	220 E. MCCOLLUM AVE. BUSHNELL, FL 33513
62	Suwannee	215 PINE AVE SW, SUITE A, LIVE OAK, FL 32060
63	Taylor	108 JEFFERSON STREET, PERRY, FL 32347
64	Union	55 W. MAIN STREET, ROOM 108, LAKE BUTLER, FL 32054
65	Volusia	250 N. BEACH ST., ROOM 101, DAYTONA BEACH, FL 32114
66	Wakulla	202 OCHLOCKONEE STREET, CRAWFORDVILLE, FL 32327
67	Walton	571 US HWY 90 E, DEFUNIAK SPRINGS, FL 32435
68	Washington	1331 S BLVD., SUITE 101, CHIPLEY, FL 32428

## ATTACHMENT VIII

ALL PROJECTED ACTIVITY											
2yr	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Non-Specialty Plates	16,158,735	3,313,150	2,162,684	2,209,830	2,246,072	2,273,474	2,310,531	2,345,651	2,389,482	2,432,522	37,842,131
Specialty Plates	43,011	158,054	189,137	206,422	214,398	204,984	88,726	108,730	109,772	78,822	1,402,055
Motorcycle Plates	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	588,810
5yr	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Non-Specialty Plates	5,320,546	5,119,515	5,173,292	5,220,439	5,256,680	2,273,474	2,310,530	2,345,651	2,389,482	2,432,522	37,842,131
Specialty Plates	43,011	158,054	189,137	206,422	214,398	204,984	88,726	108,730	109,772	78,822	1,402,055
Motorcycle Plates	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	588,810
10yr	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
Non-Specialty Plates	2,741,764	3,504,232	3,878,903	4,144,861	4,456,036	4,361,597	3,393,657	3,681,171	3,900,398	3,779,512	37,842,131
Specialty Plates	43,011	158,054	189,137	206,422	214,398	204,984	88,726	108,730	109,772	78,822	1,402,055
Motorcycle Plates	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	58,881	588,810