



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

February 24, 2010

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

Solicitation Number: **ITB 022-10**
Number of Addenda as of above date: **None**
Item(s) of Bid **Printing "Florida Drivers Guide for Parents and Teens"**
Commodity Code **696-100**
Date and Time Due **March 11, 2010, no later than 2:30 PM Eastern Standard 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

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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

- 3. 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) 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, etc.
- 8. Check the Vendor Bid System website for Solicitation addenda.** Before submitting your response, check the Vendor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.
- 9. Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
- 10. Submit your response on time.** Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late 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 or the Customer, requests written offers from qualified firms for the printing of booklets titled "Florida Drivers Guide for Parents and Teens", with versions in both English and Spanish. This is a grant funded project developed to educate teens and parents on the driving laws of Florida, the skills required and the behaviors necessary to promote and achieve safe driving practices.

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

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

Day: A Calendar day.

DDL: Division of Driver Licenses

Department: Department of Highway Safety and Motor Vehicles

Direct Order: A Direct Order is a purchase order issued via the eProcurement system. See attached PUR Form 1000, paragraph 2.

ITB: Invitation to Bid

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 shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. All containers and packing shall 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.

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

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

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

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 agency'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:

Bruce Lynn, Purchasing Specialist
Bureau of Purchasing and Contracts

Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B 412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, FL 32399-0524

Telephone: (850) 617-3180
Fax: (850) 617-5115
Email: brucelynn@flhsmv.gov

Florida Statute Section 287.057(24) 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 inquires will be posted on the Florida Vendor Bid System at 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 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 shall 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 direct order is issued.

Julianne Chester, Management Review Specialist
Division of Driver License

Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway
Room A-430A, Mail Station 4
Tallahassee, FL 32399-0524

Telephone: (850) 617-2692
Email: juliannechester@flhsmv.gov

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 "shall", "must", or "will" (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

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

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 meets the material requirements of the solicitation, and which proposers are responsible.

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.

NOTE: 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.

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 shall 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 shall 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 , and on the Department's web site at 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 shall consider the employment by any proposer of unauthorized aliens a violation of the Immigration and Nationalization Act. Such violation shall 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 shall 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 shall have no responsibility for the payment of taxes which become payable by the contractor or its subcontractor in performance of the contract.

1.17 EXTRANEIOUS TERMS AND CONDITIONS: See attached Form PUR 1000 Paragraph 42, and PUR 1001, Paragraph 4.

1.18 CANCELLATION: This contract shall be subject to cancellation by DHSMV should DHSMV determine that either one of the following events has occurred:

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

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) shall:

- 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 shall 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 shall transfer, assign, and make available to the Department of Highway Safety and Motor Vehicles 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 shall 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 shall assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.

Upon termination of the contract by the Department of Highway Safety and Motor Vehicles, the Contractor shall be deemed to have released and relinquished to the Department of Highway Safety and Motor Vehicles 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 shall be freight on board (FOB) destination in accordance with 672.319(1)(b), Florida Statutes. The Department will not pay freight charges.

Delivery shall be to: the locations listed in **Attachment VIII**.

The **Department reserves the right to add or delete locations**.

The Department will provide the awarded vendor a list that provides the number of boxes to be shipped to each location.

English language booklets must be boxed 100 per box, Spanish language booklets must be boxed 50 per box

ALL BOOKLETS MUST BE DELIVERED BY JULY 31, 2010.

1.24 CONTRACTUAL SUBMISSIONS: A proposer's response to this solicitation shall 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 shall 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 shall 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/services, which will be granted under the contract shall not be exclusive. The Department reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

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 State to acquire a complete working system. Any incidental items omitted from these specifications shall 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 State'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 shall 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 shall 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 vendors 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 shall 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 shall 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 licensing agreement. Any licensing agreements 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 shall 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. Suppliers will use PRIDE commodities/services where applicable.

1.37 RESPECT: The State Supports and encourages the gainful employment of citizens with disabilities. See attached Form PUR 1000, Paragraph 41. Suppliers will use RESPECT commodities/services where applicable.

1.38 ADDITIONS/UPGRADES/DELETIONS: During the term of the contract resulting from this solicitation, the Department shall 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 shall 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 proposals, 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 shall notify the Procurement Officer specified in Section 1.3 of this solicitation, 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 shall use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, shall comply with the rules and regulations applicable to that site.

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

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. 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 B 412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

Mark on the envelope/container in which your proposal is submitted: Solicitation number and title, and the date 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 bid sheets submitted are final and mistakes will be at the proposer's risk. Proposals received shall be evaluated by the Purchaser for compliance with the general and technical requirements contained herein.

Prices shall be firm, net delivered to the location noted in this solicitation.

IMPORTANT: Mark on the envelope/container in which your bid is submitted: **Bid No. 022-10** 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 SOLICITATION TABULATION: The Notice of Intended Award will be posted in accordance with the attached Form PUR 1001, Paragraph 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 shall, 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 shall govern the development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between 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 shall not constitute a cognizable defense against their effect.

1.51 APPLICABLE LAWS AND RULES: The contractor shall comply with all Federal and Florida State laws, regulations, and directives issued by any public health agency pertaining to the Workers Compensation Act and shall conduct said operation in a safe, efficient and sanitary manner. The contractor is responsible for complying with any applicable local, Florida, or national codes and/or ordinances. If applicable all necessary permits and licenses shall 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 shall be assessed a Transaction Fee of one percent (1.0%), which the contractor shall 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 shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), Florida Administrative Code. Also, an agency shall 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 shall 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.

February 24, 2010	Solicitation issued.
March 2, 2010	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer by Eastern Standard Time (may be submitted earlier.) Please see Section 1.26.
March 5, 2010	Responses to written inquires and proposed changes will be posted on the Florida Vendor Bid System at; http://vbs.dms.state.fl.us/vbs/search.criteria_form . No later than 5:00 PM Eastern Standard Time.
March 11, 2010	Proposals due. Public bid opening at 2:30 PM at the location specified in Section 2.11. Proposal Bond due.
March 12, 2010	Posting of Intent to Award. No later than 5:00 PM EST.
March 17, 2010	Bid Awarded.
July 31, 2010	All Booklets must be delivered.

2.2 TERM OF CONTRACT: Refer to attached Form PUR 1000, Paragraph 27. The contract shall be in effect upon issuance of a direct order or a contract signed by both parties. Term shall be as specified on the Direct Order issued pursuant to this contract.

2.3 PROPOSAL (BID) BOND: Each respondent shall submit with his 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. 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, 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: Not required.

2.5 DAMAGES BOND: Not required.

2.6 LIQUIDATED DAMAGES: Not required.

2.7 PROPOSER'S INQUIRIES: The proposer shall examine the solicitation to determine if the State's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the State that the specifications be changed. The proposer who requests changes to the State's specifications must identify and describe the proposer's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this solicitation, and/or requests for changes to the solicitation must be received in writing by the procurement officer no later than the time and date specified in the Calendar of Events (Section 2.1 of this solicitation). A proposer's failure to request changes by the date described above, shall be considered to constitute the proposer's acceptance of the State's specifications. The State shall determine what changes to the solicitation shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this solicitation, which shall be posted in order that all proposers shall be given the opportunity of submitting proposals to the same specifications. Copies of questions and final answers, along with any changes to the solicitation, will be posted by the Department, in the form of a written addendum, as soon as reasonably practicable. Proposers submitting a response must submit by the response deadline written acknowledgement of any 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, shall 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 venture, or partner of State. All persons furnished, used, retained, or hired or on behalf of proposer or such sub-contractor, and proposer shall be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

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 shall make the proposal non-responsive, unless the Bureau of Purchasing and Contracts, in its sole discretion and in the best interest of the State, 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 shall in no way relieve the proposer from the ultimate responsibility to submit the required technical documentation, nor shall any proposer assume that such documentation is otherwise available to the Bureau. The State shall not be responsible for the accuracy of the technical documentation in its possession.

2.10 INVOICES: All invoices will be submitted in accordance with the attached Form PUR 1000, Paragraph 15. Invoices for services will reference a valid direct order number and be submitted to the Contract Manager specified in Section 1.4 of this solicitation.

A final invoice must be received no later than August 15, 2010

Invoices for commodities will reference a valid direct order number and be submitted to:
Florida Department of Highway Safety and Motor Vehicles
Bureau of Accounting, Accounts Payable Section
Neil Kirkman Building, Room A 414, Mail Station 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 COMPLIANCE REVIEW: Not applicable.

2.13 ACCEPTANCE PERIOD: Not applicable.

2.14 VALUE ANALYSIS AND CHANGES TO SPECIFICATIONS: The agency is always interested in reducing product/service costs while preserving or improving the usefulness of the product/service for its intended purpose. Proposers are encouraged but not required to perform a process of value analysis of the item(s) of bid, in cooperation with agency representatives, and offer suggestions for changes to product/service specifications or contract terms and conditions. In analyzing an item or service, the following steps are suggested: List the materials and processes involved in manufacture, packaging and delivery.

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

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

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

2.15 CONTRACTOR'S INSURANCE: See attached Form PUR 1000, Paragraph 35. The contractor shall 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 shall the 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 contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workman's Compensation statute, the contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected.
- b. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The contractor shall take out and maintain during the life of this agreement Comprehensive General Liability and Comprehensive Automobile Liability insurance that will protect the proposer 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 proposer or by anyone directly or indirectly employed by the proposer, and the amount of such insurance shall be the minimum limits as follows:
 1. Contractor's Comprehensive General Liability Coverage, Bodily Injury & Property Damage: \$100,000.00 Each Occurrence, Combined Single Limit.
 2. Automobile Liability Coverage, Bodily Injury & Property Damage: \$ 50,000.00 Each Occurrence, Combined Single Limit Insuring clause for both Bodily Injury & Property Damage shall be amended to provide coverage on an occurrence basis.
- c. **SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The contractor shall require each of his subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy as specified above.
- d. **LOSS DEDUCTIBLE CLAUSE:** The Department shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance.

2.16 FINGERPRINT REQUIREMENTS: Not required

3.0 TECHNICAL REQUIREMENTS

3.1 OBJECTIVE: The objective of this solicitation is to locate a vendor to handle the printing of booklets titled "Florida Drivers Guide for Parents and Teens", with versions in both English and Spanish. This is a grant funded project developed to educate teens and parents on the driving laws of Florida, the skills required and the behaviors necessary to promote and achieve safe driving practices.

3.2 SPECIFICATIONS:

- **Description:** Booklets
- **Size:** 8.5" X 11"
- **Cover:** Coated one side (C1S), flood gloss outside, 4/4
- **Pages:** 16 pages of text and graphics, 60# white offset 4/4
- **Text:** Black ink
- **Graphics:** Full color ,CMYK (Cyan Magenta Yellow Black)
- **Bleeds:** None
- **Binding:** Double wire-o Color: black
- **Packaging and Shipping:** English language booklets must be boxed 100 per box, Spanish language booklets must be boxed 50 per box.
- Attachment VIII lists the current shipping locations. The Department reserves the right to add or delete locations.
- The Department will provide the awarded vendor a list that provides the number of boxes to be shipped to each location.

Note: All items must be delivered by July 31, 2010 (see also Delivery, Section 2.23).

3.3 OWNERSHIP OF MATERIAL: Any script, graphic, video animation, audio recording or other artwork created as a result of the solicitation, or provide as part of this solicitation, becomes the property of the DHSMV. Upon completion of the project all artwork must be delivered to the Contract Manager prior to final payment.

4.0 PRICE PROPOSAL FORM

Award will be made to a single proposer with maximum quantity of booklets for the budget allotted.

	Unit Price	X	Quantity	=	Price
English Language Booklets	_____	X	_____	=	<u>\$52,950.00</u>
Spanish Language Booklets	_____	X	_____	=	<u>\$9,340.00</u>
Total Quantity of Booklets			_____	=	<u>\$62,290.00</u>

BIDS THAT TOTAL MORE THAN \$62,290 WILL BE CONSIDERED NON RESPONSIVE.

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

ALL BOOKLETS MUST BE DELIVERED BY JULY 31, 2010.

A FINAL INVOICE MUST BE RECEIVED NO LATER THAN AUGUST 15, 2010 OR VENDOR WILL NOT RECEIVE PAYMENT.

Complete and Sign below. Unsigned offers will not be considered.
 As the person authorized to sign this statement, I certify that this firm complies with all requirements of ITB 022-10.

RESPONDENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ PHONE: _____

Please complete legibly.

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 shall control.**

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.	25. Changes.
2. Purchase Orders.	26. Renewal.
3. Product Version.	27. Purchase Order Duration.
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6. Packaging.	30. Antitrust Assignment
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8. Safety Standards.	32. Employees, Subcontractors, and Agents.
9. Americans with Disabilities Act.	33. Security and Confidentiality.
10. Literature.	34. Contractor Employees, Subcontractors, and Other Agents.
11. Transportation and Delivery.	35. Insurance Requirements.
12. Installation.	36. Warranty of Authority.
13. Risk of Loss.	37. Warranty of Ability to Perform.
14. Transaction Fee.	38. Notices.
15. Invoicing and Payment.	39. Leases and Installment Purchases.
16. Taxes.	40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
17. Governmental Restrictions.	41. Products Available from the Blind or Other Handicapped.
18. Lobbying and Integrity.	42. Modification of Terms.
19. Indemnification.	43. Cooperative Purchasing.
20. Limitation of Liability.	44. Waiver.
21. Suspension of Work.	45. Annual Appropriations.
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. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 shall control.**

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

Contents

<ol style="list-style-type: none"> 1. Definitions. 2. General Instructions. 3. Electronic Submission of Responses. 4. Terms and Conditions. 5. Questions. 6. Conflict of Interest. 7. Convicted Vendors. 8. Discriminatory Vendors. 9. Respondent's Representation and Authorization. 10. Manufacturer's Name and Approved Equivalents. 11. Performance Qualifications. 	<ol style="list-style-type: none"> 12. Public Opening. 13. Electronic Posting of Notice of Intended Award. 14. Firm Response. 15. Clarifications/Revisions. 16. Minor Irregularities/Right to Reject. 17. Contract Formation. 18. Contract Overlap. 19. Public Records. 20. Protests. 21. Limitation on Vendor Contact with Agency During Solicitation Period
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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT III

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

IDENTICAL TIE BIDS FORM

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

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

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

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 Vendor Bid System’s website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) and will include all questions asked and answered concerning the Solicitation.
5. _____ **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The 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, etc.
8. _____ **Check the Vendor Bid System website for Solicitation addenda.** Before submitting your response, check the Vendor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.
9. _____ **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late proposal responses are never accepted.

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



Florida Drivers Guide for Parents and Teens



DRIVEwithCARE

WHAT IS GRADUATED LICENSING?



15 YEARS OLD

- MINIMUM AGE REQUIREMENT FOR LEARNER'S LICENSE
- DRIVERS MUST ALWAYS HAVE A LICENSED DRIVER 21 YEARS OR OLDER IN THE CLOSEST SEAT TO THE RIGHT OF THE DRIVER.
- FOR THE FIRST THREE MONTHS, DRIVING IS LIMITED TO DAYLIGHT HOURS ONLY.
- AFTER THREE MONTHS, HOURS ARE EXTENDED TO 10 PM.
- TEEN MUST HOLD LEARNER'S LICENSE FOR 12 MONTHS CONVICTION-FREE.



16 & 17 YEARS OLD

- ONCE TEENS RECEIVE AN OPERATOR'S LICENSE, DRIVING HOURS ARE BASED ON THEIR AGE.
 - A. 16 YEARS OLD - DRIVING IS ALLOWED BETWEEN 6 AM & 11 PM.*
 - B. 17 YEARS OLD - DRIVING IS ALLOWED BETWEEN 5 AM & 1 AM.*
- * AT ANY OTHER TIME, 16 AND 17 YEAR OLD DRIVERS MUST BE ACCOMPANIED BY A LICENSED DRIVER AT LEAST 21 YEARS OF AGE IN THE CLOSEST SEAT TO THE RIGHT, OR BE TRAVELING TO OR FROM WORK.



18 YEARS OLD

THERE ARE NO RESTRICTIONS ON DRIVING HOURS.

DRIVE WITH CARE

WWW.FLHSMV.GOV/TEENS



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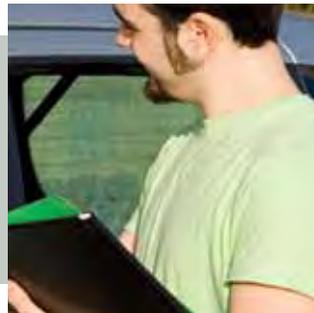
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This booklet was produced by The Florida Department of Highway Safety and Motor Vehicles.
Funding provided by the Florida Department of Transportation.



Your teen has finally arrived at a time he or she has been looking forward to - learning to drive! This will be a memorable experience for both of you. This guide will help both of you accomplish this very important life-long skill.

Motor vehicle crashes are the leading cause of death and injury for teenagers because they lack driving experience. Florida has implemented Graduated Driver Licensing Laws to decrease the risk by introducing teenagers to driving in phases to help them gradually - and safely - build their skills and experience behind the wheel. Your teen becomes more prepared to handle high-risk conditions as he or she gains driving experience and maturity.

As role model and coach, your teen driver will be watching what you do and will look to you for your guidance and expertise. Some important aspects of your job include:

- Knowing and enforcing the driving laws.
- Knowing the stages of Florida's Graduated Licensing: Learner's License, Intermediate License, Full Privilege License.
- Supervising your teen's driving.
- Certifying that your teen has completed at least 50 hours of supervised driving.
- Setting family driving rules and limits.
- Imposing consequences for violations.
- Talking to other parents.
- Choosing a safe vehicle for your teen.

This booklet is a teaching tool that should be kept in the car you use to teach your teen to drive. It contains valuable advice, checklists, a driving log, a sample driving contract, and a driving certification form to help you teach your teen to be a safe and confident driver. Please take the time to read and use this valuable resource.

Sincerely,
SANDRA C. LAMBERT, Director
Division of Driver Licenses



Congratulations on earning your Learner’s License! Learning to drive is not a simple activity because there are so many things you have to be aware of as you drive. Start out slowly and listen to those teaching you.

Driving is a privilege. I urge you to drive with CARE – Courtesy, Attention, Responsibility and Experience. This booklet contains valuable tools to assist you in mastering critical driving skills. Be sure to practice all the skills on the checklists.

Pay close attention to the driving restrictions and requirements for obtaining your operator’s license. Your driving hours are limited until you are 18 years old.

Within the booklet you will find a driving log to record your supervised driving. Under Florida law, you must log at least 50 hours of behind-the-wheel driving experience. Ten of those hours must be at night.

Be sure to visit our website for more driving and licensing information at www.flhsmv.gov/teens

Sincerely,
SANDRA C. LAMBERT, Director
Division of Driver Licenses



Courtesy

- Being polite
- Being patient
- Leaving adequate room between cars
- Passing only on the left
- Yielding to pedestrians
- Allowing cars space to merge

Attention

- Using side and rear view mirrors
- Scanning the road ahead
- Minimizing distractions
- Keeping both hands on the steering wheel
- Listening for sirens
- Paying attention to traffic signs and signals

Responsibility

- Driving sober
- Following traffic rules
- Wearing safety belt and requiring all passengers to buckle up
- Keeping the car in good working condition
- Keeping automobile insurance current
- Maintaining a calm demeanor

Experience

- Learning to drive with safe, seasoned drivers
- Asking questions of experts



Learning to drive is a complex, ongoing process that requires patience and dedication. So is teaching someone to drive.

Florida law requires a minimum of 50 hours of practice driving, of which 10 hours must be at night, before your teen can even apply for an Intermediate License. Use the checklists provided in this booklet to help you with teaching your teen important driving skills and exposing them to a variety of driving experiences. Below are tips for making those hours productive and pleasant.

Model safe driving.

Teens learn what they observe. Be a good role model and follow the rules of the road.

Practice.

Practice as much as possible. You and your teen should be the only people in the vehicle.

Get in the mood.

Only practice when you are both ready, in good moods and have plenty of time.

Start simple.

Learning to drive can be overwhelming - for your teen and for you. Begin with the basics, such as turning, parking and backing up. When you both feel comfortable, progress to more advanced skills to include merging, changing lanes and parallel parking.

Start sunny.

Begin practicing during the day, in good weather. As your teen improves, gradually start driving in different driving conditions to include various times of day, weather and types of roads.

Don't rush into rush hour.

Start with safe, low-risk driving conditions, such as empty parking lots and quiet rural roads. Gradually progress to neighborhood streets with little traffic, then on to busier roads and highways.

Go to class or do research.

Find a class or consult materials that teach parents how to drive with their teen. This guide is a good beginning. Check with your insurance agent, too. Many companies and organizations provide additional materials that can help you with the responsibility,

Talk with your teen.

Keep the lines of communication open so your teen feels comfortable talking with you. This builds trust and respect.

Take deep breaths.

Remember, new drivers need a lot of practice. Making mistakes is part of learning. Remain calm and focused. Teens will show the greatest improvement in the first 1,000 to 5,000 miles of driving.

Keep driving rules in place and continue to monitor and coach their driving by taking occasional rides with them after they have obtained the Intermediate License. If your teen complains about your continued involvement, remind him or her that having a license doesn't mean that a person is a perfect driver. It just means he or she meets the minimum requirements for a driver license.

- Driving is the most dangerous daily activity we can undertake.
- Car crashes are the #1 cause of death among American teenagers.
- The per-mile fatality rate for 16-19 year-olds is four times that of adults.
- Teenagers make up 10% of the U.S. population, but account for 14% of all vehicular fatalities and 20% of all reported crashes.
- Nearly half of all fatal car crashes involving teen drivers are single-car crashes. Teens are more likely than any other age group to be involved in a single-car crash.
- One-third of all fatal crashes involving teen drivers are caused by speed.
- The accident rate among teen drivers doubles when the number of passengers in the car increases from two to three.
- The first 1,000 hours behind the wheel are the most dangerous for teenagers.

Common Driving Mistakes

- Failing to pay attention
- Distractions inside the vehicle
- Driving while drowsy
- Failing to adjust to weather conditions
- Driving aggressively
- Making assumptions about another driver's intentions
- Speeding
- Changing lanes without checking blind spots and mirrors
- Driving while upset
- Drinking and driving
- Swerving
- Not wearing a safety belt
- Overcorrecting
- Failing to yield the right of way
- Tailgating; not leaving enough room between vehicles
- Not allowing enough time or space to merge, exit a roadway or change lanes
- Ignoring essential auto maintenance

- Lock and unlock the doors
- Open and close the trunk
- Operate the air conditioner and heater
- Operate the windshield wipers and wash windshield
- Open and close the hood
- Check the oil
- Check the water
- Operate the horn
- Operate lights and adjust beams
- Operate the emergency flasher / hazard lights
- Operate the emergency brake
- Operate the turn signals
- Locate the gas tank; open and close cap
- Put gas in car
- Locate the car jack and spare tire
- Read the gauges on the dashboard
- Operate the radio, music system
- Locate the owner's manual

Pre-start Checklist

- Walk around car to look for any obstacles
- Check the tires for wear and air
- Adjust the seat
- Put on safety belt
- Adjust the mirrors
- Adjust the temperature in the vehicle
- Adjust the stereo volume



Driving Skills

- Start vehicle
- Observe street signs
- Observe stop signs
- Observe traffic lights
- Make left turns
- Make right turns
- Make three -point turn
- Drive in reverse
- Change lanes
- Use turn lanes
- Use turn signals
- Navigate a 4-way stop
- Merge into traffic
- Parallel park

Driving Environments

- Parking lots
- Neighborhoods
- Industrial areas
- Country roads
- Dirt roads
- Interstates
- In-town/city traffic
- Expressways
- 4-lane highways
- Parking garages

Driving Conditions

- Sunny weather
- Rainy weather
- Wet roads
- Windy
- Pre-dawn
- Early morning
- Mid-day
- Afternoon
- Heavy traffic
- Dusk
- Nighttime
- Foggy



Use this log to record driving sessions. A teen must have a minimum of 50 hours of supervised driving before applying for an intermediate operator's license.

Driving conditions - check all that apply	Amount of time	Parent /Adult's initials
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While your teen has a learner's license, we recommend that you begin discussing your expectations for when he/she gets an intermediate license. Most families have rules regarding teen driving to help teens stay safe as they begin to drive on their own. Explain that the rules are meant to help them make safe choices, especially when a friend might try to get him/her to do something that is unsafe. Breaking your rules should have consequences, which may become less restrictive as the teen obeys the rules and his/her driving skills develop. Review the contract every three months for adjustments.

Key contract components:

- **Driving hours:** Remember that until the age of 18, driving hours are limited in accordance with the graduated licensing law. You may decide to further restrict these hours.
- **Passenger restrictions:** We strongly encourage you to limit teen passengers. The facts are clear that the more teen passengers, the greater the chance for crashes to occur.
- **Driving violations/tickets:** Teens are expected to obey all traffic laws. If they don't, who will pay the ticket? What other consequences will there be? Many parents remove all driving privileges for a period of time, determined in part by the severity of the offense.
- **Safety belts:** Law requires safety belt usage. Make your teen responsible for requiring everyone in the vehicle to buckle up. There should never be more passengers in the car than there are safety belts.
- **Vehicle responsibilities:** If teens are driving a family car (which we recommend for at least a while) will they help pay for maintenance and gas? If they damage the car, will they be responsible for repairs? What other consequences will there be? How will these issues be handled if they occur in the teen's vehicle?
- **Unacceptable driving behaviors/activities:** These include any activity where the driver takes his/her eyes off the road and/or takes one or both hands off the steering wheel when the car is not in park or turned off. Common distracted behaviors include: talking and texting on a cell phone, eating, applying makeup, reading and any type of horseplay.
- **Weather conditions:** In Florida we can't always avoid a thunderstorm, but teens (really all drivers) should avoid driving in any severe weather. It is best to wait until the storm passes. As a teen begins to learn to drive, you may want to only allow driving during dry conditions.
- **Trip plan:** Teens should drive with a purpose in mind and not to just go for a ride. We strongly suggest that you require your teen driver to check in each time they drive and give you detailed information about where they are going, when they will return and who they are with.
- **Other issues** you may wish to include in the contract could include grades and family responsibilities such as picking up a sibling from after school activities.

ITEM 1: Driving hours

Agreement:

Consequence:

ITEM 2: Passengers

Agreement:

Consequence:

ITEM 3: Driving Violations/tickets

Agreement:

Consequence:

ITEM 4: Safety belts

Agreement:

Consequence:

ITEM 5: Vehicle responsibilities

Agreement:

Consequence:

ITEM 6: Unacceptable driving behaviors/activities

Agreement:

Consequence:

ITEM 7: Weather conditions

Agreement:

Consequence:

ITEM 8: Trip plan

Agreement:

Consequence:

ITEM 9: Other

Agreement:

Consequence:

Signature of Teen

Signature of Parent

Date

STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES CERTIFICATION OF DRIVING EXPERIENCE OF A MINOR

I do hereby consent that _____, a minor,
First Middle Last

date of birth _____ has driven a minimum of 50 hours during the past 12 months, of which 10 hours of driving were at night per Section 322.05(3), Florida Statutes.

Signature of Parent, Legal Guardian or Responsible Adult

Print Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____,

By _____ who is personally known to me or produced identification

_____ as proof of identification.
(Identification type and number)

Notary Public or Driver License Examiner-Signature

Print, Type, or Stamp Commissioned Name of Notary Public

INSTRUCTIONS:

1. One parent, legal guardian, or other responsible adult over 21 years of age must sign this form.
2. All signatures must be notarized or witnessed by an examiner.

HSMV 71022B (0706)

Driving is not a right, it is a privilege. Like all privileges, driving can be taken away or restricted when rules and laws are not followed. The following are behaviors teens, less than 18 years of age, need to avoid if they want to keep their driving privileges:

- Obtaining a traffic conviction while on a learner's license extends the learner's license period for one-year from the date of the conviction or until the teen turns 18, whichever happens first.
- Getting six points on a driving record within a 12-month period will restrict driving to "business purposes only" for 12 months or until the driver turns 18, whichever happens first. The restriction will extend 90 days for each additional point during the restriction period.
- Having a blood alcohol level of .02 or higher will result in administrative suspension for six months on the first offense. A second offense results in a one-year suspension. This applies to anyone under 21 years of age.
- Refusing to submit to alcohol testing results in an administrative suspension for 12 months. A second offense results in an 18 month suspension.
- School truancy may result in a student's license being suspended until the student provides proof of school attendance for 30 consecutive days.
- Tobacco products possession convictions are punishable by revoking the teen's license from six months to a year.

Points are assessed on a person's driving record when convicted of a traffic violation as follows:

- Speeding less than 15 miles over the speed limit = **3 points**
- Speeding more than 15 or more miles over the speed limit = **4 points**
- Speeding that results in a crash = **6 points**
- Driving during restricted hours = **3 points**
- Moving violation = **3 points**
- Moving violation resulting in a crash = **4 points**
- Reckless driving = **4 points**
- Improper lane change = **3 points**





Florida Drivers Guide for Parents and Teens

Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399
www.flhsmv.gov



Guía de Conductores para Padres y Adolescentes de la Florida



Guía de Conductores para Padres y Adolescentes de la Florida

Departamento de Seguridad en las Carreteras y Vehículos Motorizados (DHSMV)
 2900 Apalachee Parkway
 Tallahassee, Florida 32399
www.flhsmv.gov



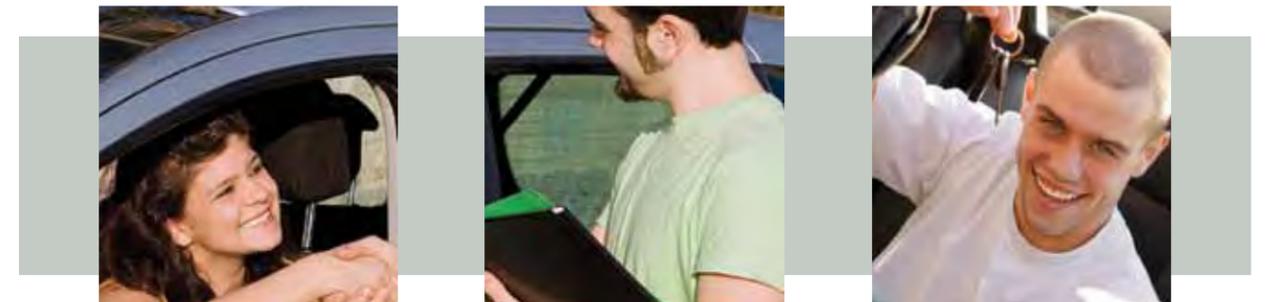
Conduzca con CUIDADO

Guía de Conductores para Padres y Adolescentes de la Florida

Contenido

- Carta a los Padres..... 2
- Carta a los Adolescentes 3
- Lo que significa conducir con CUIDADO..... 4
- Supervisando a su Conductor Adolescente 5
- Datos sobre Conductores Adolescentes 6
- Errores Comunes al Conducir 6
- Familiarizándose con la Lista de Comprobación del Auto 7
- Lista de Comprobación Antes de Conducir..... 8
- Lista de Comprobación para las Prácticas de Conducción 8
- Cuadernos de Conducción (Logs)9-11
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- Certificación de Experiencia Conduciendo 15

El Departamento de Seguridad en las Carreteras y Vehículos Motorizados de la Florida (DHSMV) confeccionó este manual con fondos aportados por el Departamento de Transporte de la Florida.



Para su hijo adolescente, por fin ha llegado el momento tan esperado -- ¡aprender a conducir! Esta será una experiencia memorable para ustedes dos. Por ello la intención de esta guía es ayudarles a perfeccionar esta destreza tan importante y necesaria para toda la vida.

Los accidentes vehiculares son la principal causa de muerte y lesiones entre los adolescentes, ya que éstos carecen de experiencia detrás del timón. La Florida ha implementado Leyes de Graduación y Licenciatura de Conductores para reducir el riesgo y familiarizar a los conductores jóvenes con distintas etapas de la conducción, ayudándolos gradualmente -- y con seguridad --- a adquirir las destrezas y experiencia requeridas para conducir un vehículo. Su adolescente estará más preparado para enfrentarse a situaciones de alto riesgo, a medida que adquiere experiencia y madurez.

Como su "coach" y modelo en la vida, su conductor adolescente estará atento a lo que usted haga, y dependerá de usted para recibir dirección y pericia. Algunos aspectos importantes de su labor de padre, incluyen:

- Conocer y aplicar las leyes de conducir.
- Conocer las etapas de Graduación y Licenciatura de la Florida: Licencia de Aprendiz, Licencia Intermedia, Licencia de Plenos Privilegios.
- Supervisar la conducción de sus adolescentes.
- Certificar que su adolescente haya completado al menos 50 horas de conducción supervisada.
- Establecer reglas y límites de conducción para toda la familia.
- Imponer consecuencias por las violaciones.
- Hablar con otros padres.
- Escoger un vehículo seguro para su hijo adolescente.

Este manual es una herramienta de enseñanza que debe mantenerse en el auto que usted use para enseñar a su hijo adolescente a conducir. Contiene valioso asesoramiento, listas de comprobación, un folleto (log), una muestra de un contrato de conducción, y un formulario de certificación de conducción para ayudarle a enseñarle a su hijo a ser un conductor seguro y confiado. Por favor, tómese el tiempo necesario para leer y usar este valioso recurso impreso.

Sinceramente,
SANDRA C. LAMBERT, Directora
División de Licencias de Conducir



ESTADO DE LA FLORIDA DEPARTAMENTO DE SEGURIDAD EN LAS CARRETERAS Y VEHÍCULOS MOTORIZADOS CERTIFICADO DE EXPERIENCIA COMO CONDUCTOR DE UN MENOR

Certifico que _____, un menor,
Primer nombre Segundo nombre Apellido

nacido el _____ ha conducido un mínimo de 50 horas durante los pasados 12 meses, de las cuales 10 horas de conducción fueron nocturnas, según la Sección 322.05(3) de los Estatutos de la Florida.

Firma del Padre, Tutor Legal
o Adulto Responsable

Nombre en letra de imprenta

ESTADO DE LA FLORIDA
CONDADO DE _____

Jurado (o afirmado) y suscrito ante mí este _____ día de _____, del 20_____,

Por _____ a quien conozco personalmente o produjo la identificación

_____ como prueba de identificación
(Tipo de identificación y número)

Notario Público o Examinador de la Licencia de Conducir - Firma

Escriba o aplique sello del Notario Público Comisionado

INSTRUCCIONES:

1. Este formulario debe firmarlo un padre, tutor legal, u otro adulto responsable de 21 años o más.
2. Todas las firmas deben ser notariadas o atestiguadas por un examinador.

HSMV 71022B (0706)

ARTÍCULO 7: Condiciones del tiempo

Acuerdo:

Consecuencia:

ARTÍCULO 8: Plan de viaje

Acuerdo:

Consecuencia:

ARTÍCULO 9: Otro

Acuerdo:

Consecuencia:

Firma del Adolescente

Firma del Padre

Fecha

¡Felicidades por obtener tu Licencia de Aprendiz! Aprender a conducir no es ninguna actividad sencilla, ya que requiere estar atento a muchas cosas cuando uno está al timón. Empieza poco a poco y escucha a quienes te están enseñando.

Conducir es un privilegio. Por eso te pido que conduzcas con CUIDADO – Con Cortesía, Atención, Responsabilidad y Experiencia. Este manual contiene herramientas muy valiosas para ayudarte a aprender destrezas consideradas críticas al conducir. Asegúrate de practicar todas las destrezas que aparecen en las listas de comprobación.

Préstale mucha atención a las restricciones y requisitos de conducción para obtener tu licencia de operador. Tus horarios de conducción están limitados hasta que cumplas los 18 años de edad.

En las páginas de este manual encontrarás un cuaderno de conducción (log) dónde anotar tus horas de conducción supervisada. Bajo las leyes de la Florida, debes acumular al menos 50 horas de experiencia detrás del timón. Diez de esas horas deben ser de noche.

Asegúrate de visitar nuestro sitio Web para obtener más información sobre conducción y licencias en www.flhsmv.gov/teens

Sinceramente,
SANDRA C. LAMBERT, Directora
División de Licencias de Conducir



Cortesía

- Ser atento
- Ser paciente
- Dejar suficiente espacio entre autos
- Pasar sólo por la izquierda
- Darle prioridad a los peatones
- Darle espacio a otros autos para que se unan al tráfico

Atención

- Usar los espejos retrovisores laterales y el interior
- Revisar el camino adelante
- Minimizar las distracciones
- Mantener ambas manos en el timón
- Estar atento a las sirenas
- Prestar atención a los signos y señales del tránsito

Responsabilidad

- Conducir sobrio
- Cumplir las leyes del tránsito
- Usar el cinturón de seguridad y obligar a todos los pasajeros a usarlo
- Mantener el auto en buen estado mecánico
- Mantener actualizado el seguro del auto
- Mantener una actitud de calma

Experiencia

- Aprender a conducir con conductores seguros y experimentados
- Hacerles preguntas a los expertos



ARTÍCULO 1: Horarios de conducción

Acuerdo:

Consecuencia:

ARTÍCULO 2: Pasajeros

Acuerdo:

Consecuencia:

ARTÍCULO 3: Violaciones al conducir/multas

Acuerdo:

Consecuencia:

ARTÍCULO 4: Cinturones de seguridad

Acuerdo:

Consecuencia:

ARTÍCULO 5: Responsabilidades aplicables al vehículo

Acuerdo:

Consecuencia:

ARTÍCULO 6: Actitudes/actividades inaceptables al conducir

Acuerdo:

Consecuencia:

Mientras su hijo adolescente tenga una licencia de aprendiz, le recomendamos que comience a discutir sus expectativas para cuando el joven obtenga una licencia intermedia. La mayoría de las familias tienen reglas para que sus hijos se mantengan seguros a medida que comienzan a conducir por sí solos. Explique que las reglas tienen el propósito de ayudarles a elegir opciones seguras, especialmente cuando un amigo pudiera tratar de inducirles a hacer algo inseguro. Romper las reglas paternas debe tener sus consecuencias, las cuales pudieran tornarse menos restrictivas a medida que el adolescente obedece las reglas y sus destrezas detrás del timón aumentan. Revise el contrato cada tres meses para hacerle los ajustes necesarios.

Componentes clave del contrato:

- **Horarios para conducir:** Recuerde que hasta la edad de 18 años, los horarios para conducir están limitados de acuerdo con la Ley de Graduación y Licenciatura. Usted pudiera decidir restringir aún más dichos horarios.
- **Restricciones a los pasajeros:** Recomendamos enfáticamente que usted limite los pasajeros adolescentes. Los hechos hablan por sí mismos; mientras más pasajeros adolescentes vayan en el auto, mayor será el chance de que ocurran accidentes.
- **Violaciones conduciendo/multas:** Los adolescentes deben cumplir las leyes del tránsito. Si no lo hacen, ¿quién pagará por sus multas? ¿Cuáles serán las otras consecuencias? Muchos padres retiran los privilegios de conducir por un período de tiempo, determinado en parte por la severidad de la ofensa.
- **Cinturones de seguridad:** La ley requiere el uso de cinturones de seguridad. Haga que su adolescente sea responsable de obligarles a todos en el vehículo a usarlos.
- **Responsabilidades en cuanto al vehículo:** Si los adolescentes conducen el auto de la familia (lo cual es recomendable al menos por un tiempo), ¿ayudarán ellos a pagar por el mantenimiento y la gasolina? Si dañan el auto, ¿serán responsables por las reparaciones? ¿Cuáles serán las otras consecuencias? ¿Cómo se tratarán estos asuntos si ocurren en el vehículo del adolescente?
- **Comportamiento/actividades inaceptables al conducir:** Éstas incluyen cualquier actividad en la que el conductor quita sus ojos del camino y/o quita una o las dos manos del timón cuando el vehículo no está en “park” o con el motor apagado. Los comportamientos que contribuyen a la distracción incluyen: hablar y enviar mensajes de texto en los teléfonos celulares, comer, maquillarse, leer, y cualquier tipo de payasadas.
- **Estado del tiempo:** En la Florida no siempre podemos escaparnos de las tormentas, pero los adolescentes (en realidad, todos los conductores) deben evitar conducir bajo condiciones climáticas severas. Es mejor esperar a que pase la tormenta. A medida que un adolescente comienza a conducir, usted quizá quiera permitir que el joven conduzca únicamente durante condiciones secas
 - **Planeando los viajes:** Los adolescentes deben manejar con un propósito en mente, y no sólo irse de paseo. Se sugiere firmemente que su conductor adolescente le informe cada vez que vaya a sentarse detrás del timón, y le relate con detalles hacia dónde se propone ir, cuándo regresará, y quienes le acompañarán.
 - **Otros temas** que usted pudiera incluir en el contrato podrían abarcar las calificaciones escolares y las responsabilidades familiares, tales como recoger un hermano después de la escuela.

Supervisando la conducción de su hijo adolescente

Aprender a conducir es un proceso complejo que requiere paciencia y dedicación. Igual es enseñar a alguien a conducir.

La ley de la Florida requiere un mínimo de 50 horas de práctica conduciendo, de las cuales 10 horas deben ser de noche, antes de que su hijo pueda siquiera solicitar una Licencia Intermedia. Use las listas de comprobación provistas en este manual para facilitarle enseñarle a su hijo destrezas de conducción importantes, exponiéndolo con ello a una variedad de situaciones detrás del timón. Abajo aparecen consejos útiles para que esas horas sean productivas y a la vez placenteras.

Muestre como conducir con seguridad.

Los adolescentes aprenden lo que observan. Sea un buen modelo paternal y cumpla con las leyes del camino.

Practique.

Practique tanto como sea posible. Usted y su hijo adolescente deben ser los únicos en el vehículo.

Póngase a tono.

Practiquen solamente cuando los dos estén listos, de buen carácter y con mucho tiempo disponible.

Empiece con sencillez.

Aprender a conducir puede ser agobiante – para su hijo y para usted. Empiecen con lo básico, como doblar, estacionarse y dar marcha atrás. Cuando los dos se sientan cómodos, progresen a las destrezas más adelantadas que incluyen unirse al tráfico, cambiar de senda, y estacionarse en paralelo.

Empiece con sol.

Comiencen a practicar durante el día, y en buen tiempo. A medida que su adolescente mejore, empiece gradualmente a conducir bajo diferentes condiciones que incluyan diferentes horas del día, estado del tiempo, y tipos de caminos.

Evite el horario de más tráfico.

Empiecen con condiciones de conducción de bajo riesgo y seguras, tales como lotes de estacionamiento vacíos y caminos rurales tranquilos. Progresen gradualmente hacia las calles de los vecindarios con poco tráfico, y luego hacia calles más transitadas y carreteras.

Asista a clase o investigue.

Inscríbase en una clase o consulte materiales que les enseñen a los padres cómo conducir con su hijo. Esta guía es un buen comienzo. Consulte también a su agente de seguros. Muchas aseguradoras y otras organizaciones proveen materiales adicionales que pueden ser de mucho valor.

Hable con su hijo.

Mantenga abierta las líneas de comunicación para que su hijo adolescente se sienta cómodo hablando con usted. Esto crea confianza y respeto.

Respire profundo.

Recuerde, los nuevos conductores necesitan mucha práctica. Los errores son parte del aprendizaje. Manténgase calmado y enfocado. Los adolescentes muestran las mayores mejoras entre las primeras 1,000-1,500 horas de conducción.

Mantenga vigentes las reglas de conducir y continúe supervisando y dirigiendo la conducción del joven, acompañándole ocasionalmente después que haya obtenido su Licencia Intermedia. Si su hijo se queja de su continua participación, recuérdole que portar una licencia no significa que una persona sea un conductor perfecto. Sólo significa que la persona cumple con los requisitos mínimos para tener una licencia de conducir.

¿QUÉ ES LA GRADUACIÓN Y LICENCIATURA?



15

AÑOS DE EDAD

- REQUISITO MÍNIMO DE EDAD PARA LA LICENCIA DE APRENDIZ.
- LOS CONDUCTORES SIEMPRE DEBEN TENER UN CONDUCTOR LICENCIADO DE 21 AÑOS O MAYOR EN EL ASIENTO A LA DERECHA DEL CONDUCTOR.
- DURANTE LOS PRIMEROS TRES MESES, SÓLO SE PUEDE CONDUCIR EN HORARIOS DIURNOS.
- DESPUÉS DE TRES MESES, LOS HORARIOS SE EXTIENDEN HASTA LAS 10 PM.
- EL ADOLESCENTE DEBE TENER LA LICENCIA DE APRENDIZ DURANTE 12 MESES SIN UNA SENTENCIA DE CULPABILIDAD.



16 & 17

AÑOS DE EDAD

- UNA VEZ QUE EL ADOLESCENTE RECIBA UNA LICENCIA DE OPERADOR, LOS HORARIOS DE CONDUCCIÓN SE BASAN EN SU EDAD.
- A. 16 AÑOS-SE PERMITE CONDUCIR ENTRE LAS 6 AM Y LAS 11 PM*
- B. 17 AÑOS-SE PERMITE CONDUCIR ENTE LAS 5 AM Y LA 1 AM*
- * EN CUALQUIER OTRO HORARIO, LOS CONDUCTORES DE 16 Y 17 AÑOS DEBEN ESTAR ACOMPAÑADOS POR UN CONDUCTOR LICENCIADO DE 21 AÑOS O MAYOR EN EL ASIENTO A LA DERECHA DEL CONDUCTOR, O ESTAR VIAJANDO HACIA O DESDE EL TRABAJO.



18

AÑOS DE EDAD

NO HAY RESTRICCIONES A LOS HORARIOS DE CONDUCCIÓN.

CONDUZCA CON CUIDADO

WWW.FLHSMV.GOV/TEENS

Conducir no es un derecho, sino un privilegio. Como todos los privilegios, conducir puede prohibirse o restringirse cuando no se cumplen las reglas y las leyes. A continuación se relacionan conductas que los adolescentes menores de 18 años deben evitar si quieren retener sus privilegios de conductor:

- Ser hallado culpable por una violación del tránsito cuando se tiene una licencia de aprendiz, extiende el período de la licencia de aprendiz por un año a partir de la fecha de la sentencia de culpabilidad, o hasta que el adolescente cumpla 18 años, lo que suceda primero.
- Acumular seis puntos en su expediente de conductor en un período de 12 meses, hará que se restrinja conducir un auto "para propósitos de negocios únicamente" por 12 meses, o hasta que el conductor cumpla 18 años, lo que suceda primero. La restricción se extenderá 90 días por cada punto adicional durante el período de restricción.
- Un nivel de alcohol del .02 o mayor traerá consigo una suspensión administrativa de 6 meses en la primera ofensa. Una segunda ofensa resultará en un año de suspensión. Esto se aplica a cualquiera con menos de 21 años de edad.
- Rehusar someterse a una prueba de consumo de alcohol trae consigo una suspensión administrativa de 12 meses. Una segunda ofensa resultará en una suspensión de 18 meses.
- Escaparse de la escuela pudiera traer como resultado que la licencia de conducir del estudiante sea suspendida hasta que el estudiante provea prueba de asistencia a la escuela durante 30 días consecutivos.
- Las convicciones por posesión de productos del tabaco se castigan revocando la licencia del adolescente de seis meses a un año.

Los puntos se imponen al expediente de un conductor si es convicto de una violación del tránsito como sigue:

- Exceso de velocidad de menos de 15 MPH sobre el límite = **3 puntos**
- Exceso de velocidad de más de 15 MPH o más sobre el límite = **4 puntos**
- Exceso de velocidad resultante en un accidente = **6 puntos**
- Conducir en horarios restringidos = **3 puntos**
- Violación en movimiento = **3 puntos**
- Violación en movimiento resultante en un accidente = **4 puntos**
- Conducir descuidadamente = **4 puntos**
- Cambio impropio de senda = **3 puntos**



**ATTACHMENT VIII
SHIPPING LOCATIONS**

OFFICE NAME	MAILING ADDRESS	CITY	STATE	ZIP
County Tax Collector	380 Semoran Commerce Place, Ste. #A115	Apopka	FL	32703-0000
County Tax Collector	201 East Oak Street, Suite #101	Arcadia	FL	34266-4425
County Tax Collector	10934 Southeast Highway 441, Ste C-E	Bellevue	FL	34420-0000
County Tax Collector	20859 Central Avenue, Room #107	Blountstown	FL	32424-0000
Dept of Highway Safety & Motor Vehicles	224 North Waukesha Street	Bonifay	FL	32425-0000
Lee County Tax Collector	25300 Bernwood Dr, Unit 3	Bonita Springs	FL	34135
Public Affairs Offices/FHP	5023 State Road 70 East	Bradenton	FL	34203
County Tax Collector	6007 111th Street, East	Bradenton	FL	34202-0000
County Tax Collector	819 - 301 Boulevard, West	Bradenton	FL	34205-0000
Dept of Highway Safety & Motor Vehicles	3611 First Street, East, Ste. #1010	Bradenton	FL	34208-0000
County Tax Collector	7411 Manatee Avenue West #200	Bradenton	FL	34209-
Liberty County Tax C collector	10818 NW SR 20	Bristol	FL	32321
County Tax Collector	Post Office Drawer 250	Bronson	FL	32621-0000
County Tax Collector	20 North Main Street, Room #112	Brooksville	FL	34601-2892
Dept of Highway Safety & Motor Vehicles	11319 Ponce de Leon Blvd.	Brooksville	FL	34601-8642
County Tax Collector	1769 Moody Blvd, Bldg 2, Ste 102	Bunnell	FL	32110-0000
Sumter County Tax Collector	220 East McCollum Rd.	Bushnell	FL	33513
County Tax Collector	470 South Highway 29	Cantonment	FL	32533-0000
Dept of Highway Safety & Motor Vehicles	413 NE Van Loon Lane	Cape Coral	FL	33909-0000
County Tax Collector	1039 SE 9th Ave	Cape Coral	FL	33990-0000
County Tax Collector	226 North Main Street	Chiefland	FL	32626-0867
County Tax Collector	1663 Gulf to Bay Boulevard	Clearwater	FL	33755-0000
County Tax Collector	Post Office Box 749	Clearwater	FL	33757-0749
Dept of Highway Safety & Motor Vehicles	2400 S. U.S. Highway 27, Bldg 4, Ste 4205	Clermont	FL	34711-0000
Dept of Highway Safety & Motor Vehicles	949 West Sugarland Highway (US 27)	Clewiston	FL	33440-0000
Dept of Highway Safety & Motor Vehicles	4520 Ponce de Leon Boulevard	Coral Gables	FL	33146-1856
Crawfordville County Tax Collector	P.O. Box 280	Crawfordville	FL	32326
County Tax Collector	115 North Summit St.	Crescent City	FL	32112-0000
Dept of Highway Safety & Motor Vehicles	197-A East James Lee Boulevard	Crestview	FL	32536-3551
Dept of Highway Safety & Motor Vehicles	16102 SE Hwy 19	Cross City	FL	32628-5700
Dept of Highway Safety & Motor Vehicles	1020 Northeast Fifth Street	Crystal River	FL	34429-4519
County Tax Collector	Post Office Box 276	Dade City	FL	33526-0000
County Tax Collector	Post Office Box 276	Dade City	FL	33526-0000
Public Affairs Offices/FHP	14190 State Road 84	Davie	FL	33325
Dept of Highway Safety & Motor Vehicles	310 Jean Street	Daytona Beach	FL	32114-4695
Dept of Highway Safety & Motor Vehicles	100 South Military Trail, Suite 26	Deerfield Beach	FL	33442-3032
Dept of Highway Safety & Motor Vehicles	1045 US Highway 331 S, Unit B	DeFuniak Springs	FL	32435-0000
Dept of Highway Safety & Motor Vehicles	330 East New York Avenue	Deland	FL	32724-0000
Dept of Highway Safety & Motor Vehicles	14570 South Military Trail, #C-3	Delray Beach	FL	33484-3707
County Tax Collector	4012 Commons Dr. West Unit 122	Destin	FL	32541-0000
County Tax Collector	19995 SW 86th St Unit 2	Dunnellon	FL	34431-0000

**ATTACHMENT VIII
SHIPPING LOCATIONS**

OFFICE NAME	MAILING ADDRESS	CITY	STATE	ZIP
Dept of Highway Safety & Motor Vehicles	152 US Highway 17 South	East Palatka	FL	32131-6836
County Tax Collector	6868 San Casa Drive	Englewood	FL	34224-0000
County Tax Collector	416 Centre Street	Fernandina Beach	FL	32024-0000
County Tax Collector	86130 License Road	Fernandina Beach	FL	32034-0000
Dept of Highway Safety & Motor Vehicles	1448 North Krome Avenue, Ste. 103	Florida City	FL	33034-2402
Dept of Highway Safety & Motor Vehicles	1931 Northwest 9th Avenue	Fort Lauderdale	FL	33311-4001
Dept of Highway Safety & Motor Vehicles	2516 Colonial Boulevard	Fort Myers	FL	33907-
Dept of Highway Safety & Motor Vehicles	3220 South Federal Highway, Ste. 6-7	Fort Pierce	FL	34982-8116
Dept of Highway Safety & Motor Vehicles	115-D Northwest Racetrack Road	Fort Walton Beach	FL	32547-0000
Ft. Myers - Downtown Tax Collector	2480 Thompson St	Ft. Myers	FL	33901
Ft. Myers - Pine Ridge Tax Collector	15680 Pine Ridge Rd	Ft. Myers	FL	33908
Okaloosa County Tax Collector	73 Eglin Pkwy	FWB	FL	32548
Dept of Highway Safety & Motor Vehicles	5830 Northwest 34th Street	Gainesville	FL	32653-2115
County Tax Collector	PO Box 218	Green Cove Springs	FL	32043-
Dept of Highway Safety & Motor Vehicles	4255 US 17 South	Green Cove Springs	FL	32043-8138
Dept of Highway Safety & Motor Vehicles	2744 Gulf Breeze Pkwy	Gulf Breeze	FL	32563-0000
Dept of Highway Safety & Motor Vehicles	930 Lily Avenue, East	Haines City	FL	33844-4350
County Tax Collector	6195 South Main Street, Ste. E	Hastings	FL	32145-0000
Dept of Highway Safety & Motor Vehicles	1923 West 60th Street	Hialeah	FL	33012-7504
County Tax Collector	11734 SE Federal Hwy	Hobe Sound	FL	33455-0000
County Tax Collector	106 South First Street, Ste. #101	Immokalee	FL	34142-0000
County Tax Collector	1114 State Rd. 20 West	Interlachen	FL	32148-
County Tax Collector	210 N. Apopka Ave Suite 100	Inverness	FL	34450-
Public Affairs Offices/FHP	7322 Normandy Blvd.	Jacksonville	FL	32205
Duval County Tax Collector	7120-15 Hogan Rd	Jacksonville	FL	32216
Jacksonville Commonwealth Tax Collector	6672 Commonwealth Ave	Jacksonville	FL	32254
Dept of Highway Safety & Motor Vehicles	4320 Deerwood Lake Parkway, Suite 109	Jacksonville	FL	32116-
County Tax Collector	231 East Forsyth St.	Jacksonville	FL	32202-
County Tax Collector	910 W 44th Street	Jacksonville	FL	32208-0000
County Tax Collector	3520-1 Blanding Blvd.	Jacksonville	FL	32210-0000
Dept of Highway Safety & Motor Vehicles	7439 Wilson Boulevard	Jacksonville	FL	32210-3597
County Tax Collector	12961 N. Main St. Suite 210	Jacksonville	FL	32218-0000
County Tax Collector	12220 Atlantic Boulevard, Suite #102	Jacksonville	FL	32225-6504
County Tax Collector	10131-24 San Jose Boulevard	Jacksonville	FL	32257-0000
County Tax Collector	207 Northeast 1st Street, Rm #104	Jasper	FL	32052-2002
Dept of Highway Safety & Motor Vehicles	10164 West Indiantown Road	Jupiter	FL	33478-0000
County Tax Collector	101463 Overseas Highway	Key Largo	FL	33037-4553
County Tax Collector	3439 South Roosevelt Boulevard	Key West	FL	33040-0000
County Tax Collector	4150 Southeast SR 21 - Bldg A Room #105	Keystone Heights	FL	32656-0000
County Tax Collector	Post Office Box 422105	Kissimmee	FL	34742-2105
Dept of Highway Safety & Motor Vehicles	2892 North Orange Blossom Trail	Kissimmee	FL	34744-1198
County Tax Collector	100 Jaycee/Lyons Drive	Labelle	FL	33935-

**ATTACHMENT VIII
SHIPPING LOCATIONS**

OFFICE NAME	MAILING ADDRESS	CITY	STATE	ZIP
Dept of Highway Safety & Motor Vehicles	305 Skyline Drive Suite 1	Lady Lake	FL	32159-0000
County Tax Collector	55 West Main Street, Room #108	Lake Butler	FL	32054-1654
Public Affairs Offices/FHP	1350 US Highway 90 West Suite 101	Lake City	FL	32055
Dept of Highway Safety & Motor Vehicles	1350 West US Highway 90, #103	Lake City	FL	32055-6121
County Tax Collector	845 Primera Boulevard	Lake Mary	FL	32746-
Dept of Highway Safety & Motor Vehicles	692 US Highway 60 West	Lake Wales	FL	33853-4059
Public Affairs Offices/FHP	FHP Building 9330, Lake Worth Service Plaza, Mile Post 94, Florida Turnpike	Lake Worth	FL	33467
Dept of Highway Safety & Motor Vehicles	3249 Lakeland Hills Boulevard	Lakeland	FL	33805-2299
Dept of Highway Safety & Motor Vehicles	PO Box 3183	Lantana	FL	33465-3183
County Tax Collector	13025 Starkey Road	Largo	FL	33773-0000
Dept of Highway Safety & Motor Vehicles	3708 West Oakland Park Boulevard	Lauderdale Lakes	FL	33311-0000
V07	3708 West Oakland Park Boulevard	Lauderdale Lakes	FL	33311-0000
Dept of Highway Safety & Motor Vehicles	7217 West Oakland Park Boulevard	Lauderhill	FL	33313-5801
County Tax Collector	3114 Lee Boulevard, Bldg B #6	Lehigh Acres	FL	33971-0000
County Tax Collector	215 Pine Avenue Southwest, Suite A	Live Oak	FL	32064-2314
County Tax Collector	32 North Fifth Street	MacClenny	FL	32063-0000
County Tax Collector	Post Office Box 500578	Marathon	FL	33050-0578
County Tax Collector	3384 Overseas Highway	Marathon	FL	33050-2343
County Tax Collector	1040 Winterberry Drive	Marco Island	FL	34145-0000
Dept of Highway Safety & Motor Vehicles	2500 North State Road 7	Margate	FL	33063-5743
Dept of Highway Safety & Motor Vehicles	3613 Highway 90	Marianna	FL	32446-4901
County Tax Collector	120 West Main Street	Mayo	FL	32066-
Dept of Highway Safety & Motor Vehicles	601 East University Boulevard	Melbourne	FL	32901-7121
Merritt Island Tax Collector	1450 N. Courtenay	Merritt Island	FL	32953
Public Affairs Offices/FHP	1011 NW 111th Avenue	Miami	FL	33172
Miami - Kendall Tax Collector	11735 SW Ave, Ste 23	Miami	FL	33196
Dept of Highway Safety & Motor Vehicles	18400 NW 75th Place Suite 106	Miami	FL	33015-0000
Dept of Highway Safety & Motor Vehicles	901 Northwest 39th Avenue	Miami	FL	33126-3668
Dept of Highway Safety & Motor Vehicles	7900 Northwest 27th Avenue, Suite #E14	Miami	FL	33147-0000
Dept of Highway Safety & Motor Vehicles	21427 Northwest 2nd Avenue	Miami	FL	33169-0000
Dept of Highway Safety & Motor Vehicles	1315-B Southwest 107th Avenue	Miami	FL	33174-2508
Dept of Highway Safety & Motor Vehicles	14653 Southwest 122nd Avenue	Miami	FL	33186-6102
Dept of Highway Safety & Motor Vehicles	6089 Old Bagdad Highway	Milton	FL	32583-8983
County Tax Collector	500 West Walnut Street	Monticello	FL	32344-0000
County Tax Collector	725 Airport Road, South	Naples	FL	34104-0000
County Tax Collector	2335 Orange Blossom Drive	Naples	FL	34109-8840
County Tax Collector	2348 Immokalee Road	Naples	FL	34110-0000
County Tax Collector	12668 East Tamiami Trail	Naples	FL	34113-0000
County Tax Collector	4715 Golden Gate Parkway	Naples	FL	34116-0000
County Tax Collector	50 Wilson Boulevard South	Naples	FL	34117-0000
County Tax Collector	1505 Atlantic Blvd.	Neptune Beach	FL	32266-0000

**ATTACHMENT VIII
SHIPPING LOCATIONS**

OFFICE NAME	MAILING ADDRESS	CITY	STATE	ZIP
County Tax Collector	4720 US Highway 19	New Port Richey	FL	34652-4944
Dept of Highway Safety & Motor Vehicles	1704 SR 44	New Smyrna Beach	FL	32168-8339
County Tax Collector	506 Highway 85 North	Niceville	FL	32578-0000
Dept of Highway Safety & Motor Vehicles	13780-B Southwest 56th Street	North Fort Myers	FL	33175-6057
County Tax Collector	13860 N. Cleveland Avenue, Unit I&J	North Fort Myers	FL	33903-
Dept of Highway Safety & Motor Vehicles	3442 North Harbour City Boulevard	North Melbourne	FL	32935-4471
Dept of Highway Safety & Motor Vehicles	15555 Biscayne Boulevard	North Miami	FL	33160-0000
Dept of Highway Safety & Motor Vehicles	14610 Livingston Avenue	North Tampa	FL	33559-0000
County Tax Collector	503 Southeast 25th Avenue	Ocala	FL	34471-0000
County Tax Collector	110 Southeast 25th Avenue	Ocala	FL	34471-9108
County Tax Collector	7135 North Highway 441 (North)	Ocala	FL	34475-0000
County Tax Collector	6154 Southwest SR 200 (West)	Ocala	FL	34476-0000
Public Affairs Offices/FHP	Turkey Lake Service Plaza, LE Bldg 5318 Florida Turnpike, Mile Post 263	Ocoee	FL	34761
Dept of Highway Safety & Motor Vehicles	1857 Highway 441 Southeast	Okeechobee	FL	34974-7313
Dept of Highway Safety & Motor Vehicles	12601 Northwest 42nd Avenue	Opa Locka	FL	33054-5116
Dept of Highway Safety & Motor Vehicles	868 Blanding Boulevard, #112	Orange Park	FL	32065-
Public Affairs Offices/FHP	133 South Semoran Blvd. Suite A	Orlando	FL	32807
Orlando Tax Collector	8185 Lee Vista Blvd	Orlando	FL	32829
County Tax Collector	301 S. Rosalind Ave.	Orlando	FL	32801-0000
Dept of Highway Safety & Motor Vehicles	425 North Orange Avenue, Room #410	Orlando	FL	32801-0000
County Tax Collector	2110 West Colonial Drive	Orlando	FL	32804-0000
Dept of Highway Safety & Motor Vehicles	4101 Clarcona Ocoee Road	Orlando	FL	32810-0000
Dept of Highway Safety & Motor Vehicles	11764 E. Colonial	Orlando	FL	32817-0000
County Tax Collector	4576 South Semoran Blvd.	Orlando	FL	32822-0000
County Tax Collector	11967 E Colonial Drive	Orlando	FL	32826-0000
County Tax Collector	11210 S. Orange Blossom Trail	Orlando	FL	32837-9492
Palatka Downtown Tax Collector	323 Saint Johns Ave	Palatka	FL	32177
Dept of Highway Safety & Motor Vehicles	3185 PGA Boulevard	Palm Beach Gardens	FL	33410-2802
County Tax Collector	3003 SW Martin Downs Blvd.	Palm City	FL	34990-0000
County Tax Collector	7 Old Kings Road North #12	Palm Coast	FL	32137-0000
County Tax Collector	1341 10th Street East	Palmetto	FL	34221-0000
Dept of Highway Safety & Motor Vehicles	237 West 15th Street	Panama City	FL	32401-0000
County Tax Collector	17109 Panama City Beach Pkwy.	Panama City Beach	FL	32413-5227
Pembroke Pines AAA	15739 Pines Blvd	Pembroke Pines	FL	33027
Dept of Highway Safety & Motor Vehicles	8001 Pembroke Road	Pembroke Pines	FL	33025-2201
Public Affairs Offices/FHP	150 Stumpfield Road	Pensacola	FL	32503
County Tax Collector	213 Palafox Place	Pensacola	FL	32502-
Dept of Highway Safety & Motor Vehicles	100 Stumpfield Road	Pensacola	FL	32503-7495
County Tax Collector	6451 North W Street	Pensacola	FL	32505-0000
County Tax Collector	507 North Navy Boulevard	Pensacola	FL	32507-0000
County Tax Collector	2275 US 19 - 27 North	Perry	FL	32347-9347

**ATTACHMENT VIII
SHIPPING LOCATIONS**

OFFICE NAME	MAILING ADDRESS	CITY	STATE	ZIP
Dept of Highway Safety & Motor Vehicles	6855 62nd Avenue, North	Pinellas Park	FL	33781-0000
Dept of Highway Safety & Motor Vehicles	2402 James L. Redman Parkway, Unit 1	Plant City	FL	33566-
Dept of Highway Safety & Motor Vehicles	2712 West Atlantic Boulevard	Pompano Beach	FL	33069-2551
County Tax Collector	18500 Murdock Circle	Port Charlotte	FL	33948-
Dept of Highway Safety & Motor Vehicles	130 Library Drive	Port St. Joe	FL	32456-0000
Dept of Highway Safety & Motor Vehicles	6578 NW Selvitz Road	Port St. Lucie	FL	34983-0000
County Tax Collector	410 Taylor St	Punta Gorda	FL	33980-0000
Dept of Highway Safety & Motor Vehicles	18290 Blue Star Highway	Quincy	FL	32351-9477
County Tax Collector	3002 College Avenue	Ruskin	FL	33570-0000
Dept of Highway Safety & Motor Vehicles	3844 Bee Ridge Road	Sarasota	FL	34233-
County Tax Collector	101 South Washington Boulevard, 1st Floor	Sarasota	FL	34236-6993
Dept of Highway Safety & Motor Vehicles	601 South Pompano Avenue	Sarasota	FL	34237-7348
Sebastian Tax Collector	11610 US Hwy 1	Sebastian	FL	32958
Dept of Highway Safety & Motor Vehicles	1205 US 27 North	Sebring	FL	33870-1949
Silver Springs County Tax Collector	1595 East State Road 40	Silver Springs	FL	34488
County Tax Collector	Post Office Box 9001	St Augustine	FL	32085-9001
County Tax Collector	Post Office Box 9001	St. Augustine	FL	32084-0000
County Tax Collector	Post Office Box 9001	St. Augustine	FL	32085-9001
County Tax Collector	6658 US 1 South	St. Augustine	FL	32086-0000
Dept of Highway Safety & Motor Vehicles	800 2nd Avenue South	St. Petersburg	FL	33701-
County Tax Collector	1067 62nd Avenue South	St. Petersburg	FL	33705-5617
County Tax Collector	1800 66th Street, North	St. Petersburg	FL	33710-4799
County Tax Collector	P. O. Box 969	Starke	FL	32091-0000
ATC Driving School	5577 SE Federal highway	Stuart	FL	34997
County Tax Collector	3485 SE Willoughby Blvd.	Stuart	FL	34994-0000
Public Affairs Offices/FHP	2100 Mahan Drive	Tallahassee	FL	32308
Dept of Highway Safety & Motor Vehicles	2900 Apalachee Pkwy, Room A430-A, MS-04	Tallahassee	FL	
County Tax Collector	3477 South Monroe Street	Tallahassee	FL	32301-
County Tax Collector	870 -1 Blountstown Highway, Suite A	Tallahassee	FL	32304-2670
County Tax Collector	3425 Thomasville Road, #19	Tallahassee	FL	32309-0000
County Tax Collector	2810 Sharer Road	Tallahassee	FL	32312-0000
Dept of Highway Safety & Motor Vehicles	2900 Apalachee Pkwy, Rm B133	Tallahassee	FL	32399-0000
Public Affairs Offices/FHP	2900 Apalachee Pkwy. MS 44	Tallahassee	FL	32399-0553
Public Affairs Offices/FHP	11305 North McKinley Drive	Tampa	FL	33612
Tampa-Carrollwood AAA	14755 N. Dale Mabry	Tampa	FL	33618
Dept of Highway Safety & Motor Vehicles	2814 East Hillsborough Avenue	Tampa	FL	33610-4411
Dept of Highway Safety & Motor Vehicles	4100 West M.L. King Jr. Boulevard	Tampa	FL	33614-7090
Dept of Highway Safety & Motor Vehicles	10137 East Adamo Drive, Suite 800A	Tampa	FL	33619-0000
County Tax Collector	2211 North Falkenburg Road, North	Tampa	FL	33619-0966
County Tax Collector	6283 West Waters Avenue	Tampa	FL	33634-0000
County Tax Collector	743 South Pinellas Avenue, Ste. #A-6	Tarpon Springs	FL	34689-0000
Dept of Highway Safety & Motor Vehicles	28129 County Road 561	Tavares	FL	32778-9490

**ATTACHMENT VIII
SHIPPING LOCATIONS**

OFFICE NAME	MAILING ADDRESS	CITY	STATE	ZIP
Dept of Highway Safety & Motor Vehicles	2290 Columbia Boulevard	Titusville	FL	32780-7032
County Tax Collector	4000 South Tamiami Trail	Venice	FL	34293-0000
Vero Beach Tax Collector	1800 27th St, Bldg B	Vero Beach	FL	32960
Indian River Tax Collector	1860 82nd St, Ste 102	Vero Beach	FL	32966
Dept of Highway Safety & Motor Vehicles	110 South US 1	Vero Beach	FL	32962-3630
Hardee County Tax Collector	110 West Oak St, Ste 102	Wauchula	FL	33873
Dept of Highway Safety & Motor Vehicles	571 North Military Trail	West Palm Beach	FL	33415-1311
County Tax Collector	372 Shopping Center Dr.	Wildwood	FL	34785-4533
County Tax Collector	55 Southwest Main Street	Williston	FL	32696-0000
County Tax Collector	14035 West Colonial Drive	Winter Garden	FL	34787-
Winter Park Tax Collector	501 N. Orlando Ave	Winter Park	FL	32789
Dept of Highway Safety & Motor Vehicles	290 East SR 434	Winter Springs	FL	32708-0000
Note: Please see Section 1.23, Delivery. The Department reserves the right to add or delete locations.				
The Department will provide the awarded vendor a list that provides the number of boxes to be shipped to each location.				
English language booklets must be boxed 100 per box, Spanish language booklets must be boxed 50 per box				
ALL BOOKLETS MUST BE DELIVERED BY JULY 31, 2010.				