



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

May 24, 2010

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

Solicitation Number: **RFP 028-10**
Number of Addenda as of above date: **None**
Item(s) of Bid: **Samsung Remanufactured Toner Cartridges**
Commodity Code: **250-450**
Date and Time Due: **June 30, 2010, no later than 2:30 PM Eastern Time**

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



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

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

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

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

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

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SOLICITATION INTRODUCTION

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

1. **Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (proposal, performance and/or damages) sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.
3. **Attend the pre-proposal conference.** (If applicable)
4. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System’s website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) 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 (Section 7.0), Certificate of Drug Free Workplace (Attachment III), Savings / Discount / Price Reduction (Attachment IV), 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, requests written proposals be submitted to obtain offers from qualified firms for the purpose of furnishing remanufactured toner cartridges that have been fully manufactured to specifications equal to or exceeding the OEM cartridge standards of quality and performance and approved remanufactured toner cartridge industry standards.

Solicitations containing terms and conditions conflicting with those contained in this solicitation shall be rejected.

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

1.2 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.

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.

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

FDLIS: Florida Driver License Information System, the computer system for driver license processing

FRVIS: Florida Real-time Vehicle Information System, the computer system for title and registration processing and document issuance.

ISA: Information Systems Administration of the Department of Highway Safety and Motor Vehicles.

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

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

OEM: Original Equipment Manufacturer

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.

RFP: Request For Proposal

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:

Jon Kosberg, Purchasing Manager
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) 617-3203
Fax: (850) 617-5115
Email: jonkosberg@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.

Sherry Allen, Contract Manager
Information Systems Administration

Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Mail Station 11
2900 Apalachee Parkway
Tallahassee, FL 32399-0524

Telephone: (850) 617-2011
Fax: (850) 617-5208
Email: sherryallen@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.

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

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

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

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

Responsible or qualified proposer means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a proposal requiring information may be cause for such proposal to be rejected.

1.7 COSTS OF DEVELOPING AND SUBMITTING PROPOSAL, OWNERSHIP: Neither the Department nor the Department 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 inquires 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 EXTRANEOUS 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:

The contractor has failed to comply with the terms and conditions contained herein, or

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:

Please refer to Section 4.3, Packaging and Delivery for detailed specifications.

Please refer to Attachment A, Office Locations for delivery locations.

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

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

1.28 ASSIGNMENT OF THE CONTRACT: See attached Form PUR 1000, Paragraph 29. The contract is not assignable except with prior written approval of the Department.

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

1.30 INTENTIONS: It is the intent of the Department to acquire a complete working system. Any incidental items omitted from these specifications 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 Department's interest and would not affect the outcome of the award by giving a proposer an advantage or benefit not enjoyed by other proposers.

1.32 SILENCE OF SPECIFICATIONS: The apparent silence of specifications set forth in the solicitation and contract to any details or the omission from it of a detailed description, concerning any point 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 Department'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 Department 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 Department 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 solicitations, it is essential that proposer's follow the format and instructions contained herein.

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

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

1.42 SITE RULES AND REGULATIONS: The proposer 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 B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524.**

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

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

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

IMPORTANT: Mark on the envelope/container in which your bid is submitted:

"Bid No. 028-10, Samsung Remanufactured Toner Cartridges to be filed (Date & Time in Calendar of Events, Section 2.1)".

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

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

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

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

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

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

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

1.49 NOTICE OF SOLICITATION PROTEST BONDING REQUIREMENT: See the attached Form PUR 1001, Paragraph 20. Any person who files a formal written protest 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.

May 24, 2010	Solicitation issued.
June 7, 2010	All questions and/or proposed changes to the solicitation must be submitted in writing to the issuing officer by 4:00 PM Eastern Time (may be submitted earlier.) See Section 1.26.
June 14, 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 .
June 30, 2010	Respondents' "Statements of Qualifications and Services Offered" are due. Responses must be received as specified in Section 1.44 of this solicitation, no later than June 30, 2010 at 2:30 PM Eastern Time. Responses must be addressed to the Procurement Officer as specified in Section 1.3. All responses will be opened by Department employees starting at or after 2:30 PM Eastern time at the Neil Kirkman Building, Room B409, 2900 Apalachee Parkway, Tallahassee. The public may attend the opening but may not review any proposals submitted until they become public records in accordance with Section 119.07, Florida Statutes. The names of respondents and the names of firms submitting "no proposal" responses will be read aloud.
July 21, 2010	There will be a public meeting of the evaluation committee for the purpose of evaluating Statements of Qualifications and Services Offered at 2:00 PM Eastern Time, in the auditorium of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
July 22, 2010	Post notice of intended award. Damage Bond due from awarded vendor within 14 Calendar days.
September 1 – 30, 2010	Pilot. Contractor delivers six (6) Pilot toners prior to September 1, 2010. Delivery to Contract Manager in Neil Kirkman Building.
December 1, 2010	Contractor delivers up to 1,100 Cartridges.
March 1, 2011	Contractor delivers up to 1,100 Cartridges.
July 1, 2011	Contractor delivers up to 4,300 Cartridges.
July 1, 2012	Contractor delivers up to 4,300 Cartridges

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

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 three (3) years as specified on the Direct Order and issued pursuant to this contract, with two (2), one (1) year renewal options** at Department discretion contingent upon satisfactory service, unless terminated earlier by the Department under the terms provided herein, subject to an annual appropriation by the State Legislature. If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than contractor, contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor. In the event this solicitation includes renewals, the requirements of Section 287.057, Florida Statutes, shall apply.

2.3 PROPOSAL 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 and to the unsuccessful proposers after the 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 DAMAGES BOND: The proposer shall supply to the Department a bond for the payment of any liquidated damages as may become due and payable to the Department arising hereunder, in the face amount of 5% of the total cost for the project. The bond must be renewed annually no later than fourteen (14) Calendar days prior to the beginning of the next contract or renewal period (**if renewed**). For the second and subsequent contract and renewal periods, the renewal bond amount must equal or exceed five percent (5%) of the total price amount proposed for the corresponding contract or renewal period in the proposer's proposal.

2.5 LIQUIDATED DAMAGES: If the contractor fails to successfully deliver contracted commodities or adhere to the requirements of section 4.4 (d.) entitled Defective Cartridges for full operation at any site, it is understood, and the contractor hereby agrees that the amount of **\$100.00** per defective cartridge not to exceed **\$1,000.00** per day, per affected site, shall be deducted from the monies due the contractor, not as a penalty, but as liquidated damages. Except the contractor shall not be liable if failure to perform arises out of cause beyond the control and without the fault or negligence of the contractor (Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.)

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

2.7 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 Department. Proposer agrees to take such steps as may be necessary to ensure that each sub-contractor of proposer will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of Department. 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.

2.8 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 Department, determines the acceptability of the products offered through technical documentation available within the Department of Highway Safety and Motor Vehicles, as of the date and time of the bid opening.

Such authority of the Bureau of Purchasing and Contracts 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 Department shall not be responsible for the accuracy of the technical documentation in its possession.

2.9 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.

Invoices for commodities will reference a valid direct order number and be submitted to the
Department of Highway Safety and Motor Vehicles
Bureau of Accounting, Accounts Payable Section
Neil Kirkman Building, Room A 414, MS-22
2900 Apalachee Parkway
Tallahassee, Florida 32399-0514

2.10 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).

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

2.12 PILOT PERIOD: Following award, there shall be a thirty (30) day pilot period conducted with the awarded vendor's toner cartridges at three Department selected locations. The Department will review any toner related service incidents. If the remanufactured toner causes printer malfunctions or fails to meet the OEM toner standards of performance and quality, the awarded vendor will have thirty (30) days to correct deficiencies. If the deficiencies are not corrected within thirty (30), the Contract may be cancelled. If the Contract is cancelled the Department may optionally go to the next highest scoring vendor or purchase OEM toner.

Six (6) toner cartridges must be delivered to the Contract Manager prior to September 1, 2010.

DELIVERY TO:

**Sherry Allen, Contract Manager
Information Systems Administration**

**Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Mail Station 11
2900 Apalachee Parkway
Tallahassee, FL 32399-0524**

**Telephone: (850) 617-2011
Fax: (850) 617-5208
Email: sherryallen@flhsmv.gov**

2.13 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.

3.0 SCOPE OF WORK

3.1 BACKGROUND: FRVIS is a client server custom system designed to assist the Tax Collector and Departmental personnel to process vehicle and vessel title and registration applicants. FRVIS was approved by the Florida Legislature in the late 70's. This system, which is funded by a transaction fee per vehicle registration fee, provides computer hardware, software, services, toner, and data circuits to each of the offices maintained by Florida Tax Collectors.

3.2 OBJECTIVES: The objective of this project is to reduce toner costs by purchasing aftermarket toner cartridges that have been fully remanufactured to specifications equal to or exceeding the OEM cartridge standards of quality and performance and approved remanufactured toner cartridge industry standards. This toner is used to print registrations, decals, titles, and other documents. The current printer is a Samsung ML-3561N Laser Printer, which uses the ML3560 DB toner cartridge.

3.3 CURRENT PROCESS: Currently, there are over three hundred (300) Tax Collector Agencies statewide issuing approximately twenty two (22) million decals annually. These agencies act as agents of the Department and are responsible for performing a wide variety of transactions. These transactions require the use of specific forms as well as specific inventory items such as license plates, titles, decals, parking permits, temporary license plates, etc. Although the Department headquarters has the capability to perform these transactions the service is primarily decentralized. These functions and approximately ninety five percent (95%) of all transactions are processed by local Tax Collector offices.

FRVIS is a customer designed client server system to assist the Tax Collector's and Departmental personnel in efficiently and effectively processing vehicle and vessel title and registration applications. All printing functions are currently performed using a Samsung Model ML3561 laser printer.

Many of the Tax Collectors have purchased other commercial software (including customer queuing systems, cashiering systems, property tax, hunting and fishing, word processing and email), that runs on the state-owned workstations, which is permitted as long as it does not interfere with FRVIS operations. The Department provides an allocation of toner cartridges to the Tax Collectors that is based on their amount of registration and title work during the preceding year. See Attachment B, 2008/09 Toner Allocation by County and Agency. Tax Collectors may also print documents from their other applications on the state-owned printers and they may purchase additional toner for themselves for this purpose.

3.4 ESTIMATED VOLUMES: The Department purchases about 4,300 OEM Samsung 3560DB toner cartridges annually. Toner volume in the Price Proposal is an estimate and there may be a need to increase or decrease the amount based on work volume. Tax Collectors purchase additional toner and the Contractor must provide a means for the Tax Collectors to purchase toner directly from the Contractor at the same price as the Department. The Department surveyed the Tax Collectors to see how much toner is purchased over and above the state-supplied annual allotment and the survey results are in Attachment C

3.5 PRINTER INVENTORY: The number of Samsung ML-3561 N laser printers as of January 2010 is about 5,000. The Samsung ML-3561 N printer is no longer being manufactured, so if a printer needs to be replaced, the Samsung ML-405N has been certified as a replacement printer. Currently, the only model owned by the Department is the Samsung ML-3561 N.

3.6 DECAL: Decals and registrations must adhere to specifications described in Attachment D and Federal L-S-3000c specifications, see <http://assist.daps.dla.mil/docimages/0003/38/16/300C.PD5>. Toner ink adhesion is a component of these specifications.

4.0 MANDATORY REQUIREMENTS

The awarded vendor is fully responsible for producing toner cartridges which meet the requirements of this solicitation. Prospective vendor must describe how they will meet or exceed the requirements of this section.

4.1 CARTRIDGE STANDARDS:

- a. Awarded vendor shall furnish remanufactured toner cartridges that have been fully remanufactured to specifications equal to, or exceeding OEM cartridge standards of quality and performance and approved remanufactured toner cartridge industry standards. Toner cartridges furnished to this specification shall meet or exceed the latest remanufactured toner cartridge standards, or the guidelines adopted by the Standardized Test Methods Committee (STMC), the American Society for Testing and Materials (ASTM) and the International Safe Transit Association (ISTA), including the ASTM F 1856 Standards, ASTM F 335 and F 2036 Standards and ISTA – Integrity Procedure 1A Standards (ISTA 1A). Respondent shall certify that its remanufactured toner cartridges have been tested in accordance with the above standards and guidelines and that its cartridges have met or exceeded those tests and provide copies of testing reports.
- b. Prospective vendor shall furnish documentation with this response stating the number of company personnel who have completed the training for the STMC Guidelines. This includes the standardized testing certification for ASTM F 1856-98, ASTM F 2036, and ISTA 1A VERSION-99.
- c. Prospective vendor shall provide verification that the company (or the remanufacturing company) has a densitometer, test printers and applicable operation procedures to perform on-site toner cartridge testing. If bidder does not have a densitometer, test printers and applicable operating procedures, respondent shall provide detailed information regarding their (or the remanufacturer's) on-site toner cartridge testing.
- d. Prospective shall furnish documentation with this bid indicating the current and expected failure rate of toner cartridges supplied under this contract.

4.2 CARTRIDGE REMANUFACTURING PROCESS: Prospective vendor must provide a detailed description of their cartridge remanufacturing process and a detailed quality control plan.

The term "remanufactured" includes, at a minimum, the following:

- a. Assessment to determine if the toner cartridge can be remanufactured.
- b. Complete disassembly of toner cartridge to thoroughly clean and check all internal and external components against the original manufacturer's specifications. Worn, damaged, or end of life-cycle components must be replaced.
- c. Replacement of the original OEM drum with a new drum (which may include an extended life-drum). If the returned toner cartridge is equipped with an extended-life drum, bidder shall inspect it, clean it, or replace it with a new extended-life drum or new aftermarket drum.
- d. Replacement of all seals with an OEM-type heat seal, card seal, or pressure sensitive seal.
- e. Replacement of the primary charge roller (PCR) with a re-coated or new PCR.
- f. Replacement of wiper blade meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
- g. Replacement of any parts not meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges.
- h. Filling of toner cartridge meeting OEM specifications or the latest remanufactured toner cartridge industry standards adopted by the STMC or the latest guidelines adopted by ASTM for remanufactured toner cartridges.

- i. Chemically cleaning or replacing the corona wire assembly (where applicable).
- j. One fuser wand (where applicable) with high temperature resistant felt wiper and one cotton swab shall be provided with each toner cartridge.
- k. The hopper shall be filled to capacity with new toner meeting or exceeding OEM standards. Respondent shall indicate in this bid the original manufacturer(s) and part number(s) of toner supplied.
- l. A toner hopper seal/separator meeting or exceeding OEM standards shall be inserted to prevent spillage of toner during shipping.

4.3 PACKAGING AND DELIVERY:

- a. Awarded vendor must deliver toner cartridges to the office locations (see Attachment A, Office Locations) by the dates noted in the Calendar of Events. The Department will provide the number of cartridges to be delivered for each office for each distribution. All delivery must be inside delivery. Awarded vendor is responsible for tracking deliveries and ensuring that the delivery reaches its destination. The six (6) toners for the pilot period must be delivered to the contract manager at the address specified in section 2.12 entitled Pilot Period.
- b. Awarded vendor shall clearly label each toner cartridge with the manufacturer's/supplier's name and cartridge model number.
- c. Each toner cartridge shall be packaged in an anti-static moisture proof bag and either heat-sealed or zip-locked, meeting or exceeding OEM standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton.
- d. The external carton and packaging of the toner cartridge shall protect the cartridge from damage during shipping.
- e. Packaging for the toner cartridges shall be constructed to permit users to re-package spent cartridges for return to vendor. It is desirable that all corrugated packaging contain a minimum of thirty five percent 35% post-consumer recycled content and provide certification from the carton manufacturer/supplier to verify the actual percentage of recycled content.
- f. The external carton or an internal shipping invoice shall identify toner cartridge type (make and model), the Awarded Vendor's name, address and telephone number, and the purchase order number. All cartridge boxes or internal shipping invoices will also bear the date of remanufacture and use by date for shelf life and inventory purposes.
- g. All cartridges are to be tested after remanufacturing by installing the cartridge in an applicable printer, running and inspecting test copies. It is desirable that a copy of a test page be included with the finished product.

4.4 DEFECTIVE CARTRIDGES:

Prospective vendor will provide a detailed description of how defective cartridges will be handled.

- a. All defective toner cartridges will be returned to the awarded vendor at vendor's expense. Awarded vendor shall supply pre-paid mailing labels, or shall pick up defective cartridge(s) at the Department's or Tax Collector's location upon notification, within five (5) business days.
- b. A diagnostic analysis shall be performed to determine the cause of the problem for any toner cartridge returned by the Department.
- c. The diagnostic analysis report shall be delivered to the Department within ten (10) business days.

- d. If the analysis determines that the toner cartridge failed, a replacement remanufactured cartridge shall be provided at no expense to the Department within ten (10) business days from completion of analysis. Replacement cartridges shall be properly marked as replacements and identified by the purchase order number.
- e. If the Department has continued uncorrected problems, or if the page yields are consistently below OEM standards or approved manufactured toner cartridge industry standards, the Department reserves the right to cancel the contract.
- f. If a defective toner cartridge causes a printer malfunction and a service call has to be placed to the hardware maintenance provider, the awarded vendor must reimburse the Department for the printer service performed due to the defective cartridge.

4.5 USED CARTRIDGES and TONER WASTE:

- a. Prospective vendor must provide a detailed description of the used cartridge recycling collection process to be used in this contract.
- b. Prospective vendor shall provide in-person or third party collection of all used and empty toner cartridges.
- c. Prospective vendor shall recycle end-of-life toner cartridges.
- d. Prospective vendor must provide a detailed description of the toner waste recycling or disposal process to be used in this contract.
- e. The perspective vendor shall ensure that remaining toner in used cartridges is recycled or disposed of in a manner that complies with all environmental and human health and safety laws.
- f. At customer's request, awarded vendor shall provide manifests and any other documentation needed to confirm the proper disposal of material.

4.6 CUSTOMER SUPPORT: The awarded vendor shall provide customer support contact to the Department for the term of the Contract.

4.7 ADDITIONS AND DELETIONS: Prospective vendor must describe how they will meet or exceed the requirements of this section. During the term of the Contract, there is a small possibility that the Department may replace the current printers statewide in a phased approach and there may be a need for a period of time to provide the Samsung toner cartridge and whatever cartridge is needed for the replacement printer. If the current printers are replaced, the toner cartridge cost shall be offered at the same proposal price as the Samsung or at a negotiated price, whichever is lower.

4.8 QUALITY ASSURANCE TESTING: If the Department has decal toner adhesion issues, the Department may submit samples of the decals printed using the remanufactured toner to an independent testing laboratory of its choosing for testing the cleanability requirements. If the decals printed with remanufactured toner fail the cleanability test, the Contractor must correct toner deficiencies within thirty (30) days. If the deficiencies are not corrected within thirty (30) days, the Contract may be cancelled. If the Contract is cancelled the Department may optionally go to the next highest scoring vendor or purchase OEM toner.

Cartridge Toner will be tested as follows:

Cleanability

Test Method: Departmental Specified Decal Type: Printed

Test Method: Sample decals are to be mounted to an aluminum panel.

Cleanability will be testing using all of the following:

- Greased Lighting
- Bleach Cleaner Simple Green
- Laundry Soap 70% Isopropyl Alcohol
- Formula 409 Bug and Tar Remover
- Turtle Wax Car Wash
- Windex
- Salt Water

Testing will consist of a cotton swab saturated with one of the indicated cleaning solutions or solvents and lightly rubbed over the decal control number of a decal for twenty five (25) strokes holding the swab at a forty five (45) degree angle. The amount of rubbing force to be used is approximately one (1) Newton (3.5 oz.)

NOTE: The decal surface and the printed text are to be examined to determine if any character printed on the decal becomes illegible. If so, the cartridge toner shall fail the Quality Assurance Testing.

4.9 SAMPLE CARTRIDGES: At no cost to the Department, prospective vendors must provide a minimum of two (2) sample toner cartridges meeting the requirements of this RFP with their proposal.

The samples must meet the requirements of the RFP or the Vendor's proposal will be considered non-responsive.

The Department will conduct testing with the samples and print a representative number of documents to compare to those that are printed with OEM toner.

Testing will consist of the following:

1. **Toner Adhesion**
2. **Overall Appearance of the Documents**
3. **Printer Function**

This Process will be done by a designated DHSMV employee whom is not a member of the evaluation committee. This designated employee will print the sample documents and give them to the evaluation team for comparison.

5.0 INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 SUBMISSION: Prospective vendors must submit complete technical and price proposals no later than the dates specified in the Calendar of Events. Prospective vendors must use the format of Microsoft Word for the technical proposal and Microsoft Excel for the price proposal.

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

5.3 COPIES OF PROPOSALS: Prospective vendors shall deliver an original and five (5) copies, plus a CD with an electronic copy of both the technical proposal and the price proposal to the Department as specified in the Calendar of Events (Section 2.1) of this solicitation. Electronic technical proposal must be in Microsoft Word and the price proposal must be in Microsoft Excel.

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

5.5 INSPECTION OR EXAMINATION OF PROPOSALS: Proposals are not public records subject to the provisions of Section 119.07(1), Florida Statutes until such time as the Department provides notice of a decision pursuant to Section 120.57(3)(a), or until 10 days after opening, whichever is earlier.

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

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

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

5.8.1 TRANSMITTAL LETTER: Identify the proposal as "Proposal to the State of Florida Department of Highway Safety and Motor Vehicles, for **RFP 028-10 Samsung Remanufactured Toner.**" Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the proposal. The letter must clearly indicate that the person signing the proposal is authorized to bind the prospective vendor. The letter must identify any and all joint proposing firms and/or subcontractors. The letter must also identify any changes from the Statement of Qualifications and Services Offered.

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

5.8.3 TECHNICAL PROPOSAL: Prospective vendors must address all subsections listed under Section 4.0, Mandatory Requirements. Prospective vendors must label each subsection of the proposal with the name and number of the corresponding section and address each requirement in that section.

Mandatory Requirements (refer to section 4.0)

- A. Cartridge Standards
- B. Cartridge Remanufacturing Process
- C. Packaging and Delivery
- D. Defective Cartridges
- E. Used Cartridges and Waste Toner
- F. Customer Support
- G. Additions and Deletions
- H. Quality Assurance Testing

5.8.4 CUSTOMER REFERENCES: The Department is interested in the prospective vendor's performance in providing remanufactured toner cartridges, particularly the **Samsung Remanufactured ML-3560DB Print Cartridge**. Include three references that you have successfully provided remanufactured toner cartridges. Prospective vendor must provide customer's name, point of contact, telephone number, email address, contract beginning and ending dates, and the number and type of remanufactured toner cartridges provided. Adverse or unverifiable reference may cause the proposal to be rejected by the Department.

5.8.5 SYSTEM REQUIREMENTS: Prospective vendors must address all subsections listed under Sections 3 and 4. Prospective vendor must label each subsection of the proposal with the name and number of the corresponding section and address each requirement in that section.

5.8.6 SAMPLE CARTRIDGES: At no cost to the Department, prospective vendors must provide a minimum of two (2) sample toner cartridges meeting the requirements of this RFP with their proposal. **The samples must meet the requirements of the RFP or the vendor's proposal will be considered non-responsive.** The Department will conduct testing with the samples and print a representative number of documents to compare to those that are printed with OEM toner. Testing will consist of the following:

- 1) Toner Adhesion
- 2) Overall Appearance of the Documents
- 3) Printer Function

5.8.7 ATTACHMENTS/ADDENDA: Prospective vendors must include the following attachments / addenda included with this solicitation.

- Attachment III: Identical Tie Bids Form
- Attachment IV: Savings/Discounts/Price Reductions Form
- Attachment VI: References
- Any and all addenda to this solicitation that proposers may be required to acknowledge receipt of in writing (section 1.9)

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

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

5.8.9 PROPOSAL BOND: Include the proposal bond referenced in Section 2.3 with the price proposal. **FAILURE TO SUBMIT A PROPOSAL BOND WILL CAUSE YOUR PROPOSAL TO BE NON-RESPONSIVE.**

6.0 EVALUATION OF PROPOSALS

6.1 TECHNICAL PROPOSAL: (maximum 200 points)

The Department will appoint an Evaluation Committee. The committee shall complete the evaluation of all valid proposals, in accordance with the criteria set forth in this section. The points for each section are listed along with the location of the requirements in the solicitation document. Award will be to the highest scoring proposal, considering the technical proposal scoring and all costs for the three (3) year contract period and (2) 1 year renewal terms, evaluated as described in Section 6.12 of this solicitation.

6.2 EXECUTIVE SUMMARY: (pass/fail, Section 5.8.2)

6.3 CUSTOMER REFERENCES: (0-20 points, Section 5.8.4)

6.4 CARTRIDGE STANDARDS: (0-20 points, Section 4.1)

6.5 CARTRIDGE MANUFACTURING PROCESS: (0-20 points, Section 4.2)

6.6 PACKING AND DELIVERY: (0-5 points, Section 4.3)

6.7 DEFECTIVE CARTRIDGES: (0-10 points, Section 4.4)

6.8 USED CARTRIDGES AND WASTE TONER: (0-5 points, Section 4.5)

6.9 CUSTOMER SUPPORT: (pass/fail, Section 4.6)

6.10 SAMPLE CARTRIDGES: (0-20 points, Sections 4.9 and 5.8.6)

6.11 PRICE PROPOSAL: (maximum 100 points) Price will be evaluated by the present value methodology required by Section 287.0572, Florida Statutes, and Rule 60A-1.063, Florida Administrative Code, to determine the lowest cost proposal. The present value discount rate which will be used in the computations and evaluations is 5.49%.

The lowest cost proposal will be awarded 100 points. Lowest total cost (LC) divided by proposal being considered (PC) times maximum points score (100) equals the number of points awarded.

Formula: $LC/PC \times 100 = \text{Score}$.

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

6.13 CRITERIA FOR AWARDING POINTS TO TECHNICAL PROPOSAL SECTIONS:

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

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

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

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

Rounding will be to the nearest tenth of a point.

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

7.0 PRICE PROPOSAL FORM (page 1 of 2)

Samsung Remanufactured ML-3560DB Cartridges

INITIAL CONTRACT TERM

September 1, 2010 Pilot Order

Samsung Remanufactured ML-3560DB Print Cartridge \$ _____/Unit Price

Total Price (Unit Price x 6) A \$ _____

December 1, 2010 Order

Samsung Remanufactured ML-3560DB Print Cartridge \$ _____/Unit Price

Total Price (Unit Price x 1100) B \$ _____

March 1, 2010 Order

Samsung Remanufactured ML-3560DB Print Cartridge \$ _____/Unit Price

Total Price (Unit Price x 1100) C \$ _____

July 1, 2011 Order

Samsung Remanufactured ML-3560DB Print Cartridge \$ _____/Unit Price

Total Price (Unit Price x 4300) D \$ _____

July 1, 2012 Order

Samsung Remanufactured ML-3560DB Print Cartridge \$ _____/Unit Price

Total Price (Unit Price x 4300) E \$ _____

RFP 028-10, Price Proposal, page 1 of 2

COMPANY: _____

RESPONDENT: _____

AUTHORIZED SIGNATURE: _____

7.0 PRICE PROPOSAL FORM (page 2 of 2)

RENEWAL TERM

July 1, 2013 Order

Samsung Remanufactured ML-3560DB Print Cartridge \$ _____/Unit Price

Total Price (Unit Price x 4300) F \$ _____

July 1, 2014 Order

Samsung Remanufactured ML-3560DB Print Cartridge \$ _____/Unit Price

Total Price (Unit Price x 4300) G \$ _____

Grand Total (A) + (B) + (C) + (D) + (E) + (F) + (G) = \$ _____

THE PRICE PROPOSAL IS TO BE BASED ON GRAND TOTAL TO INCLUDE INITIAL TERM PLUS THE RENEWAL TERMS.

FAILURE TO SUBMIT TWO (2) SAMPLE REMANUFACTURED SAMSUNG ML-3560DB PRINT CARTRIDGES WILL CAUSE YOUR BID TO BE NON-RESPONSIVE.

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

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 RFP 028-10
Please complete legibly. RFP 028-10, Price Proposal.

RESPONDENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

AGENCY NAME	STREET ADDRESS	CITY	ZIP CODE
ALACHUA COUNTY, BUTLER PLAZA	3207 S.W. 35th BLVD	GAINESVILLE	32608
ALACHUA COUNTY, GAINESVILLE AUTO	5801 NW 34TH STREET EXTN.	GAINESVILLE	32653
ALACHUA COUNTY, GAINESVILLE DEALER/MAIL	5801 NW 34 STREET, EXTN.	GAINESVILLE	32653
ALACHUA COUNTY, GAINESVILLE DOWNTOWN	12 S.E. 1ST STREET	GAINESVILLE	32601
ALACHUA COUNTY, HIGH SPRINGS	110 NW 1ST AVE	HIGH SPRINGS	32643
BAKER COUNTY, MACCLENNY	32 N 5TH ST	MACCLENNY	32063
BAY COUNTY, LYNN HAVEN	801 FLORIDA AVE	LYNN HAVEN	32444
BAY COUNTY, PANAMA CITY	850 W. 11TH ST	PANAMA CITY	32401
BAY COUNTY, PANAMA CITY BEACH	17109 PANAMA CITY BEACH PKWY	PANAMA CITY BEACH	32413
BAY COUNTY, PARKER BRANCH	5416 N. LAKEWOOD DRIVE	PARKER	32404
BRADFORD COUNTY, STARKE	945 NORTH TEMPLE AVE, STE B	STARKE	32091
BRADFORD COUNTY, WATSON CTR	4150 SR 21 ROOM #105	KEYSTONE HEIGHTS	32656
BREVARD COUNTY, MELBOURNE	1515 SARNO BLVD	MELBOURNE	32935
BREVARD COUNTY, ROCKLEDGE	1840 SOUTH U S 1	ROCKLEDGE	32955
BREVARD COUNTY, TITUSVILLE	800 PARK AVE	TITUSVILLE	32780
BREVARD COUNTY, TITUSVILLE MAIL	400 SOUTH ST., 6TH FLOOR	TITUSVILLE	32780
BREVARD COUNTY, INDIAN HARBOUR	240 E EAU GALLIE BLVD	INDIAN HARBOR BEACH	32937
BREVARD COUNTY, MERRITT ISLAND	1450 N COURTENAY PKWY	MERRITT ISLAND	32953
BREVARD COUNTY, PALM BAY	450 COGAN DR SE	PALM BAY	32909
BROWARD COUNTY, DEERFIELD	2265-A W HILLSBORO BLVD	DEERFIELD BEACH	33442
BROWARD COUNTY, COMPLIANCE OFFICE	1800 NW 66TH AVE STE 100	PLANTATION	33313
BROWARD COUNTY, CORAL SPRINGS	10653-57 W. ATLANTIC BLVD	CORAL SPRINGS	33071
BROWARD COUNTY, DEALER AGENCY	1800 NW 66TH AVE STE 101	PLANTATION	33313
BROWARD COUNTY, FIRST BROWARD AUTO TAG	1113 N FEDERAL HWY	FT. LAUDERDALE	33304
BROWARD COUNTY, FIRST BROWARD OF LAUDERHILL	1299-A NW 40TH AVE	LAUDERHILL	33313
BROWARD COUNTY, HOLLYWOOD	3387 SHERIDAN STREET	HOLLYWOOD	33021
BROWARD COUNTY, INFO CENTER	1800 NW 66TH AVE STE 100	PLANTATION	33313
BROWARD COUNTY, MAIL ORDER	1800 NW 66TH AVE. STE 100	PLANTATION	33313
BROWARD COUNTY, SFADA (Pembroke Pines)	294 S. FLAMINGO RD	PEMBROKE PINES	33026
BROWARD COUNTY, W. REGIONAL COURTHOUSE	1800 NW 66TH AVE STE 101	PLANTATION	33313
CALHOUN COUNTY, BLOUNTSTOWN	20859 CENTRAL AVE. E. RM 107	BLOUNTSTOWN	32424
CHARLOTTE COUNTY, ENGLEWOOD	6868 SANCASA DR.	ENGLEWOOD	34224
CHARLOTTE COUNTY, MURDOCK	18500 MURDOCK CIRCLE ROOM #135	PORT CHARLOTTE	33948
CHARLOTTE COUNTY, PUNTA GORDA	410 TAYLOR ROAD	PUNTA GORDA	33950
CITRUS COUNTY, CITRUS COUNTY CTR	801 SE HIGHWAY 19	CRYSTAL RIVER	34428
CITRUS COUNTY, INVERNESS	210 N APOPKA AVE STE 100	INVERNESS	34450
CLAY COUNTY, KEYSTONE HEIGHTS	275 S LAWRENCE BLVD	KEYSTONE HEIGHTS	32656
CLAY COUNTY, ORANGE PARK	3245 BEAR RUN BLVD	ORANGE PARK	32065
CLAY COUNTY, PARK AVE	1518 PARK AVE	ORANGE PARK	32073
CLAY COUNTY, GREEN COVE SPRINGS	477 HOUSTON ST.	GREEN COVE SPRINGS	32043
COLLIER COUNTY	50 WILSON BLVD. SOUTH	NAPLES	34117-9385
COLLIER COUNTY, CITY HALL	735 8TH ST SOUTH	NAPLES	34102
COLLIER COUNTY, EAGLE CREEK	12668 E. TAMIAMI TR	NAPLES	34114
COLLIER COUNTY, EVERGLADES	102 COPELAND AVE	EVERGLADES CITY	31439
COLLIER COUNTY, GOLDEN GATE TAG	4715 GOLDEN GATE PKWY	NAPLES	34116
COLLIER COUNTY, GOV.SVCS. CTR	2335 ORANGE BLOSSOM DR	NAPLES	34109
COLLIER COUNTY, GREENTREE	2348 IMMOKALEE RD	NAPLES	34109
COLLIER COUNTY, IMMOKALEE	101 S. FIRST ST, STE 101	IMMOKALEE	33934
COLLIER COUNTY, MARCO ISLAND	1040 WINTERBERRY DR.	MARCO ISLAND	34145
COLLIER COUNTY, PELICAN BAY	8771 N. TAMIAMI TR.	NAPLES	34108
COLLIER COUNTY, TFN NAPLES	3301 E TAMIAMI TRL BLDG C-1	NAPLES	34112
COLUMBIA COUNTY, AGENCY 01	135 NE HERNANDO AVE SUITE 125	LAKE CITY	32055
DADE COUNTY, JAV AUTO	18655 S DIXIE HWY	MIAMI	33157

AGENCY NAME	STREET ADDRESS	CITY	ZIP CODE
DADE COUNTY, 183RD STREET	804 N.W. 183RD STREET	MIAMI	33169
DADE COUNTY, AGENCY 15	140 W FLAGLER ST RM 1201	MIAMI	33130
DADE COUNTY, AIRWAYS AUTO TAG	3636 NW 36TH STREET	MIAMI	33142
DADE COUNTY, AVENTURA	1834 NE MIAMI GARDENS	MIAMI	33179
DADE COUNTY, BAUMGARDNER	1375 N.W. 36TH STREET	MIAMI	33142
DADE COUNTY, BEACH AUTO TAG	800 71ST ST	MIAMI BEACH	33141
DADE COUNTY, BIRD ROAD	8510 BIRD ROAD (40TH ST)	MIAMI	33155
DADE COUNTY, CENTRAL AUTO TAG	11035 NW 27TH AVE	MIAMI	33167
DADE COUNTY, CORAL GABLES	1418 PONCE DE LEON BLVD	CORAL GABLES	33134
DADE COUNTY, COWART	20 W 49TH ST. STE. B	HIALEAH	33012
DADE COUNTY, CUSTOMER RELATIONS UNIT	140 W FLAGLER ST RM 1204	MIAMI	33130
DADE COUNTY, HAMMOCKS	10201 HAMMOCKS BLVD SUITE 108	MIAMI	33196
DADE COUNTY, HIALEAH GARDENS	8404 NW 103RD ST STE 1	HIALEAH GARDENS	33016
DADE COUNTY, LAKES AUTO TAG	6402 NW 186TH STREET	MIAMI LAKES	33015
DADE COUNTY, MAH TAG	13710-K S.W. 56TH ST. STE. K	MIAMI	33175
DADE COUNTY, MENDEZ AUTO TAG	1550 WEST 84TH ST SUITE 75	HIALEAH	33014
DADE COUNTY, MIAMI AUTO TAG	54400 NW 22ND AVE STE 101	MIAMI	33130
DADE COUNTY, MIAMI METRO	140 W FLAGLER RM 102	MIAMI	33130
DADE COUNTY, MIAMI METRO AG UNIT	140 W FLAGLER ST. RM 1100	MIAMI	33130
DADE COUNTY, N. DADE AUTO TAG	313 NE 167 STREET	NO MIAMI BEACH	33162
DADE COUNTY, N. MIAMI AUTO TAG	12935 WEST DIXIE HWY	NO MIAMI	33161
DADE COUNTY, S. DADE AUTO TAG	30708 S DIXIE HWY	HOMESTEAD	33030
DADE COUNTY, S. FL AUTO DEALERS	625 NE 124 ST	NORTH MIAMI	33161
DADE COUNTY, SOUTH DADE GOV CTR	10710 SW 211 STREET ROOM 104	MIAMI	33189
DADE COUNTY, SUNILAND TAG	11287 S. DIXIE HIGHWAY	MIAMI	33156
DADE COUNTY, SWEETWATER TAG	10930 W. FLAGLER STREET SUITE 308	MIAMI	33174
DADE COUNTY, TRAIL TAG	2517 SW 8TH STREET	MIAMI	33135
DADE COUNTY, TROPICAL TAG	5759-B SW 40TH ST.	MIAMI	33155
DADE COUNTY, WEST FLAGLER	5747 N.W. 7TH STREET	MIAMI	33134
DESOTO COUNTY, AGENCY 01	201 EAST OAK STREET, SUITE 101	ARCADIA	34266
DIXIE COUNTY, DIXIE COUNTY TC	214 NE 351 HIGHWAY, STE A	CROSS CITY	32628
DUVAL COUNTY, BEACHES BRCH	1505 ATLANTIC BV	NEPTUNE BCH	32266
DUVAL COUNTY, CALL MAIL CENTER	231 E FORSYTH ST RM 300	JACKSONVILLE	32202
DUVAL COUNTY, COMMONWEALTH	6672 COMMONWEALTH AVE.	JACKSONVILLE	32254
DUVAL COUNTY, KERNAN	12220-102 ATLANTIC BLVD.	JACKSONVILLE	32225
DUVAL COUNTY, MANDRIN	10131-24 SAN JOSE BLVD	JACKSONVILLE	32257
DUVAL COUNTY, NORTH JAX. BRANCH	12961 N MAIN ST # 210	JACKSONVILLE	32218
DUVAL COUNTY, CEDAR HILLS TAG	3520-1 BLANDING BLVD.	JACKSONVILLE	32210
DUVAL COUNTY, DUVAL TRAINING AGY	12220 ATLANTIC BLVD STE 102	JACKSONVILLE	32225
DUVAL COUNTY, GATEWAY	910 W 44TH ST	JACKSONVILLE	32208
DUVAL COUNTY, HOGANS CORNER	7120-15 HOGAN RD	JACKSONVILLE	32216
DUVAL COUNTY, YATES BRANCH	231 E FORSYTH ST RM 130	JACKSONVILLE	32202
ESCAMBIA COUNTY, CANTONMENT	470 S HIGHWAY 29	CANTONMENT	32533
ESCAMBIA COUNTY, MARCUS POINTE	6541 N. "W " ST	PENSACOLA	32505
ESCAMBIA COUNTY, PENSACOLA	213 PALAFAX PL	PENSACOLA	32502
ESCAMBIA COUNTY, WARRINGTON	507 NORTH NAVY BLVD	PENSACOLA	32507
FLAGLER COUNTY, BUNNELL	1769 E MOODY BLVD BLDG 2 STE 2	BUNNELL	32110
FLAGLER COUNTY, PALM COAST	7 OLD KINGS RD STE 12	PALM COAST	32137
FRANKLIN COUNTY, CARRABELLE	1647 HWY 98 E	CARRABELLE	32322
FRANKLIN COUNTY, APPALACHICOLA	33 MARKET STREET	APALACHICOLA	32320
GADSDEN COUNTY, QUINCY	16 S. CALHOUN ST	QUINCY	32351
GILCHRIST COUNTY, TRENTON	112 S MAIN ST COURTHOUSE	TRENTON	32693
GLADES COUNTY, BUCKHEAD RIDGE	SR 78 WEST	OKEECHOBEE	34974

ATTACHMENT A
OFFICE LOCATIONS

AGENCY NAME	STREET ADDRESS	CITY	ZIP CODE
GLADES COUNTY, MOORE HAVEN	500 AVE. J - RM 101	MOORE HAVEN	33471
GULF COUNTY, PORT ST. JOE	1000 CECIL COSTIN SR. BLVD RM100	PORT ST. JOE	32456
GULF COUNTY, WEWAHITCHKA	200 2ND ST.	WEWAHITCHKA	32465
HAMILTON COUNTY, JASPER	207 NE 1ST ST. RM 104	JASPER	32052
HARDEE COUNTY, WAUCHULA	110 W OAK ST STE 102	WAUCHULA	33873
HENDRY COUNTY, CLEWISTON	927 W SUGARLAND HWY	CLEWISTON	33440
HENDRY COUNTY, LABELLE	25 E. HICKPOOCHEE AVE	LABELLE	33935
HERNANDO COUNTY, BROOKSVILLE	20 NORTH MAIN ST ROOM 112	BROOKSVILLE	34601
HERNANDO COUNTY, WEEKI WACHEE	7489 FOREST OAKS BLVD	SPRING HILL	34606
HIGHLANDS COUNTY, AVON PARK	116 E MAIN ST	AVON PARK	33825
HIGHLANDS COUNTY, LAKE PLACID	11 N. PINE AVE, CREEL BUILDING	LAKE PLACID	33852
HIGHLANDS COUNTY, SEBRING	540 S COMMERCE AVE	SEBRING	33870
HILLSBOROUGH COUNTY, FAULKENBURG MAIL	2506 N FAULKENBURG	TAMPA	33619
HILLSBOROUGH COUNTY, BRANDON TAG	2211 N FALKENBURG RD	TAMPA	33619
HILLSBOROUGH COUNTY, COUNTY CTR	601 E KENNEDY 14TH FL	TAMPA	33602
HILLSBOROUGH COUNTY, DEALER TAG	2250 E. BUSCH BLVD	TAMPA	33610
HILLSBOROUGH COUNTY, DOWNTOWN TRAINING	601 E KENNEDY 14TH FL	TAMPA	33602
HILLSBOROUGH COUNTY, FAULKENBURG DEALER	2506 N FALKENBURG RD	TAMPA	33619
HILLSBOROUGH COUNTY, N. TAMPA	9309 N. FLORIDA AVE STE. 111	TAMPA	33607
HILLSBOROUGH COUNTY, PLANT CITY	1834 J L REDMAN PKWY	PLANT CITY	33563
HILLSBOROUGH COUNTY, S. COUNTY	3002 E. COLLEGE	RUSKIN	33570
HILLSBOROUGH COUNTY, TAMPA AAA	1515 N WESTSHORE BLVD	TAMPA	33607
HILLSBOROUGH COUNTY, WEST COUNTY	6283 W WATERS AVE	TAMPA	33614
HOLMES COUNTY, BONIFAY	224 N WAUKESHA ST	BONIFAY	32425
INDIAN RIVER COUNTY, SEBASTIAN	11610 U.S. HIGHWAY 1	SEBASTIAN	32958
INDIAN RIVER COUNTY, VERO BEACH TAG	1800 27TH ST BUILDING B	VERO BEACH	32960
INDIAN RIVER COUNTY, WEST TAG	1860 82ND AVE, STE 101/102	VERO BEACH	32966
JACKSON COUNTY, GRACEVILLE	5386 CLIFF ST.	GRACEVILLE	32440
JACKSON COUNTY, MARIANNA	4445 LAFAYETTE ST RM 107	MARIANNA	32446
JACKSON COUNTY, SNEADS	8087 HIGHWAY 90	SNEADS	32460
JEFFERSON COUNTY, MONTICELLO	500 WEST WALNUT STREET	MONTICELLO	32344
LAFAYETTE COUNTY, MAYO	120 W. MAIN ST. RM 123	MAYO	32066
LAKE COUNTY, CLERMONT	194 N HWY 27, STE A	CLERMONT	34711
LAKE COUNTY, GOLDEN TRIANGLE	15733 DORA AVE	EUSTIS	32726
LAKE COUNTY, LADY LAKE AGENCY	918 AVENIDA CENTRAL	LADY LAKE	32159
LAKE COUNTY, LEESBURG	1340 CITIZENS BLVD	LEESBURG	34748
LEE COUNTY, AGENCY 05, CUSTOMER SUPPORT	2480 THOMPSON ST	FORT MYERS	33901
LEE COUNTY, BONITA SPRINGS	25300 BERNWOOD DR	BONITA SPRINGS	34135
LEE COUNTY, CAPE CORAL	1309 SE 9TH AVE RM 102	CAPE CORAL	33990
LEE COUNTY, FT.MYERS DEALER	3880 COLONIAL BV STE 1	FT MYERS	33966
LEE COUNTY, FT.MYERS MAIL	2480 THOMPSON ST	FT MYERS	33901
LEE COUNTY, FT.MYERS PUBLIC	2480 THOMPSON ST	FT MYERS	33901
LEE COUNTY, LEHIGH ACERS	3114 LEE BLVD BLDG B UNIT 6	LEHIGH ACRES	33971
LEE COUNTY, N. FT. MYERS	15201 N CLEVELAND AVE # 602	NORTH FT MYERS	33903
LEE COUNTY, PINE RIDGE	15680 PINE RIDGE ROAD	FT MYERS	33908
LEON COUNTY, AGENCY 07	9019 WOODVILLE HIGHWAY	TALLAHASSEE	32311
LEON COUNTY, CAPITAL TITLE&TAGS	410 OFFICE PLAZA DR	TALLAHASSEE	32301
LEON COUNTY, CARRIAGE GATE	P O BOX 1835	TALLAHASSEE	32302
LEON COUNTY, CROSS CREEK	1210 E/F CAPITAL CIRCLE SE	TALLAHASSEE	32301
LEON COUNTY, DOWNTOWN	315 SOUTH CALHOUN STREET,SUITE 210	TALLAHASSEE	32301
LEON COUNTY, HERITAGE CENTER	2810 SHARER ROAD SUITE #17	TALLAHASSEE	32312
LEON COUNTY, TALLAHASSEE TITLE & TAG	100 SALEM COURT	TALLAHASSEE	32301
LEON COUNTY, WESTSIDE TAG	870-1 BLOUNSTOWN HWY	TALLAHASSEE	32304

AGENCY NAME	STREET ADDRESS	CITY	ZIP CODE
LEVY COUNTY, BRONSON	355 S. COURT ST. RM 202	BRONSON	32621
LEVY COUNTY, CHIEFLAND	226 N. MAIN ST	CHIEFLAND	32626
LEVY COUNTY, WILLISTON	55 SW MAIN ST	BRONSON	32621
LIBERTY COUNTY, BRISTOL	10818 NW STATE RD 20	BRISTOL	32321
MADISON COUNTY, MADISON TAG	229 SW PINCKNEY ST RM 102	MADISON	32340
MANATEE COUNTY, DEALER DEPT	819 301 BLVD W	BRADENTON	34205
MANATEE COUNTY, DELINQUENT AGY.	819 301 BLVD W	BRADENTON	34205
MANATEE COUNTY, DESOTO	819 301 BLVD W	BRADENTON	34205
MANATEE COUNTY, LAKEWOOD RANCH	6007 111TH ST. E	BRADENTON	34202
MANATEE COUNTY, OPERATIONS DEPT	819 301 BLVD W	BRADENTON	34206
MANATEE COUNTY, PALMA SOLA	7411 MANATEE AVE W STE 200	BRADENTON	34209
MANATEE COUNTY, PALMETTO	1341 10TH ST. E	PALMETTO	34221
MARION COUNTY AGENCY 07	110 SE 25TH AVE	OCALA	34471
MARION COUNTY, BELLEVIEW	10934 S US HWY 441, STE C	BELLEVIEW	34420
MARION COUNTY, DUNNELLO	19995 SW 86 ST UNIT 2	DUNNELLO	34431
MARION COUNTY, FOREST CENTER	15956 E STATE RD 40	SILVER SPRINGS	34488
MARION COUNTY, HWY 326	7135 N. HWY 441	OCALA	34475
MARION COUNTY, OCALA TAG	503 SE 25TH AVE.	OCALA	34471
MARION COUNTY, STATE RD 200	6154 SW SR 200	OCALA	34476
MARTIN COUNTY, HOBE SOUND	11734 SE FEDERAL HWY	HOBE SOUND	33455
MARTIN COUNTY, INDIAN TOWN	16550 SW WARFIELD BLVD	INDIANTOWN	34956
MARTIN COUNTY, PALM CITY	3003 SW MARTIN DOWNS BLVD	PALM CITY	34990
MARTIN COUNTY, STUART	3485 SE WILLOUGHBY BLVD	STUART	34994
MONROE COUNTY, AGENCY 02	P O BOX 500578	MARATHON	33050
MONROE COUNTY, AGENCY 03	88700 OVERSEAS HWY., JERRY ELLIS BLDG.	TAVERNIER	33070
MONROE COUNTY, BIG PINE KEY	201 KEY DEER BLVD	BIG PINE KEY	33043
MONROE COUNTY, KEY LARGO	101463 OVERSEAS HWY	KEY LARGO	33037
MONROE COUNTY, KEY WEST	3439 S. ROOSEVELT BLVD	KEY WEST	33040
MONROE COUNTY, KEY WEST TAG	1200 TRUMAN AVE STE. 101	KEY WEST	33040
NASSAU COUNTY, CALLAHAN	45401 MICKLER ST	CALLAHAN	32011
NASSAU COUNTY, DL & TAG	86130 LICENSE RD	FERNANDINA BEACH	32034
NASSAU COUNTY, FERNANDINA BEACH	416 CENTER STREET	FERNANDINA BEACH	32034
NASSAU COUNTY, HILLIARD	15885 COUNTY RD 108	HILLIARD	32046
NASSAU COUNTY, MAIN OFFICE	86130 LICENSE RD	FERNANDINA BEACH	32034
OKALOOSA COUNTY CUSTOMER SERVICE	506 HWY 85 N	NICEVILLE	32578
OKALOOSA COUNTY, AGENCY 01	101 JAMES LEE BLVD	CRESTVIEW	32536
OKALOOSA COUNTY, DESTIN	4012 COMMONS DR W UNIT 122	DESTIN	32541
OKALOOSA COUNTY, EGLIN AFB	310 W. VAN MATRE AVE - BLDG. 210 STE 155	EGLIN AFB	32542
OKALOOSA COUNTY, FT WALTON BEACH	73 EGLIN PKWY NE STE 111	FT WALTON BEACH	32548
OKALOOSA COUNTY, NICEVILLE	506 HWY 85 N	NICEVILLE	32578
OKEECHOBEE COUNTY, OKEECHOBEE	307 NW 5TH AVE. RM B	OKEECHOBEE	34972
OPERATIONS CENTER	2324 N ORANGE BLOSSOM TRL	ORLANDO	32804
ORANGE COUNTY, APOPKA	380 SEMORAN COMMERCE PL STE A115	APOPKA	32703
ORANGE COUNTY, DOWNTOWN	301 S ROSALIND AVE	ORLANDO	32801
ORANGE COUNTY, EAST ORANGE	11967 E COLONIAL DR	ORLANDO	32826
ORANGE COUNTY, FLORIDA AUTO AUCTION	11801 W COLONIAL DR	OCOE	34761
ORANGE COUNTY, LEE VISTA	8185 LEE VISTA BLVD	ORLANDO	32829
ORANGE COUNTY, SOUTH ORLANDO	11210 S ORANGE BLOSSOM TRL	ORLANDO	32837
ORANGE COUNTY, WEST COLONIAL	2110 W COLONIAL DR	ORLANDO	32804
ORANGE COUNTY, WEST COLONIAL DEALER	2110 W COLONIAL DR	ORLANDO	32804
ORANGE COUNTY, WEST ORANGE	14035 W COLONIAL DR	WINTER GARDEN	34787
ORANGE COUNTY, WINTER PARK	501 N ORLANDO AVE STE 305	WINTER PARK	32789
OSCEOLA COUNTY, B.V.L. TAG	2539 BOGGY CREEK RD	KISSIMMEE	34744

AGENCY NAME	STREET ADDRESS	CITY	ZIP CODE
OSCEOLA COUNTY, GOVMT CENTER	2501 E IRLON BRONSON MEM. HWY	KISSIMMEE	34744
OSCEOLA COUNTY, POINCIANA	2924 PLEASANT HILL RD	KISSIMMEE	34746
OSCEOLA COUNTY, ST. CLOUD	1300 9TH STREET STE 101-B	ST. CLOUD	34769
PALM BEACH COUNTY, BELLE GLADE	2976 S R # 15	BELLE GLADE	33430
PALM BEACH COUNTY, COUNTY COMM CENTER	301 N OLIVE AVE # 3RD	WEST PALM BEACH	33401
PALM BEACH COUNTY, DELRAY BEACH	501 SOUTH CONGRESS AVENUE	DELRAY BEACH	33445
PALM BEACH COUNTY, DOWNTOWN	301 N OLIVE AVE., 1ST FLOOR	WEST PALM BEACH	33401
PALM BEACH COUNTY, LAKE WORTH	3551 SOUTH MILITARY TRAIL	LAKE WORTH	33463
PALM BEACH COUNTY, PALM BEACH GARDENS	3188 PGA BLVD	PALM BEACH GARDENS	33410
PALM BEACH COUNTY, PALM BEACH	2001 PALM BEACH LAKES BLVD. STE 205	WEST PALM BEACH	33409
PALM BEACH COUNTY, ROYAL PALM	200 CIVIC CENTER WAY	ROYAL PALM BEACH	33411
PASCO COUNTY, DADE CITY	14236 6TH STREET	DADE CITY	33523
PASCO COUNTY, GULF HARBOR	PO BOX 276	DADE CITY	33526
PASCO COUNTY, NEW PORT RICHEY DEALER	7530 LITTLE RD STE 120	NEW PORT RICHEY	34654
PASCO COUNTY, NEW PORT RICHEY TAG	7530 LITTLE RD STE 120	NEW PORT RICHEY	34654
PASCO COUNTY, ZEPHYRHILLS	4904 ALLEN ROAD	ZEPHYRHILLS	33542
PINELLAS COUNTY, 501 TAG	501 1ST AVE NORTH	ST PETERSBURG	33701
PINELLAS COUNTY, E-SERVICE CTR	314 S MISSOURI AVE STE. 200	CLEARWATER	33756
PINELLAS COUNTY, GULF TO BAY	1663 GULF TO BAY BLVD.	CLEARWATER	33755
PINELLAS COUNTY, MAIN OFFICE	315 COURT ST. 3RD FL.	CLEARWATER	33757
PINELLAS COUNTY, MID COUNTY	13025 STARKEY RD	LARGO	33773
PINELLAS COUNTY, NORTH COUNTY	29399 US HWY 19 N STE 100	CLEARWATER	33761
PINELLAS COUNTY, SKYWAY	1067 62ND AVE S	ST PETERSBURG	33705
PINELLAS COUNTY, SOUTH COUNTY	1800 66TH ST NO	ST PETERSBURG	33710
PINELLAS COUNTY, TARPON SPRINGS	743 SO PINELLAS AVE	TARPON SPRINGS	34689
POLK COUNTY, BARTOW	430 E. MAIN ST.	BARTOW	33831
POLK COUNTY, HAINES CITY	74 MAXCY PLAZA CIR	HAINES CITY	33844
POLK COUNTY, LAKE WALES	40 W. PARK AVE.	LAKE WALES	33853
POLK COUNTY, LAKELAND TAG	930 E PARKER ST STE 200 RM 261	LAKELAND	33801
POLK COUNTY, MORNINGSTAR FLEET SVCS.	445 KATHLEEN RD	LAKELAND	33815
POLK COUNTY, WINTER HAVEN	300 AVE M STE A	WINTER HAVEN	33881
PUTNAM COUNTY, CRESCENT CITY	115 SUMMIT N. ST.	CRESCENT CITY	32112
PUTNAM COUNTY, INTERLACHEN	1114 HWY 20 W. STE. 1	INTERLACHEN	32148
PUTNAM COUNTY, PALATKA	323 ST. JOHNS AVE	PALATKA	32177
SANTA ROSA COUNTY, GULF BREEZE	1101 GULF BREEZE PKWY SUITE 104	GULF BREEZE	32561
SANTA ROSA COUNTY, JAY	5259 BOOKER LANE	JAY	32565
SANTA ROSA COUNTY, MILTON	6495 CAROLINE ST, STE E	MILTON	32570
SANTA ROSA COUNTY, PACE	4000-A HWY. 90	PACE	32571
SANTA ROSA COUNTY, SERVICE CENTER	5841 GULF BREEZE PKWY SUITE B	GULF BREEZE	32561
SARASOTA COUNTY, AGENCY 01	101 S WASHINGTON BLVD	SARASOTA	34236
SARASOTA COUNTY, MAIL AGENCY	101 S. WASHINGTON BLVD	SARASOTA	34236
SARASOTA COUNTY, MID COUNTY	8484 S. TAMIAMI TRAIL	SARASOTA	34238
SARASOTA COUNTY, VENICE	4000 SOUTH TAMIAMI TRAIL	VENICE	34293
SEMINOLE COUNTY LAKE MARY	845 PRIMERA BLVD	LAKE MARY	32746
SEMINOLE COUNTY, AGENCY 01	1101 E 1ST ST	SANFORD	32771
SEMINOLE COUNTY, AGENCY 02	384 WILSHIRE BLVD	CASSELBERRY	32707
SEMINOLE COUNTY, ALTAMONTE SPRINGS	995 STATE ROAD 434 STE 505	ALTAMONTE SPRINGS	32714
SEMINOLE COUNTY, OVIEDO	1490 SWANSON DR STE 100	OVIEDO	32765
SOUTH BROWARD WESTON	1660 SADDLE CLUB RD	WESTON	33326
SOUTHSIDE SERVICE CENTER	3477-2 & 3 S MONROE ST	TALLAHASSEE	32301
ST JOHNS COUNTY DUPONT CENTER	6658 US 1 S	ST AUGUSTINE	32086
ST JOHNS COUNTY, HASTINGS	6195 S MAIN ST	HASTINGS	32145
ST JOHNS COUNTY, JULINGTON	725 FLORA BRANCH BLVD	JACKSONVILLE	32259

**ATTACHMENT A
OFFICE LOCATIONS**

<u>AGENCY NAME</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>ZIP CODE</u>
ST JOHNS COUNTY,PONTE VEDRA	5430 PALM VALLEY RD	PONTE VEDRA	32082
ST JOHNS COUNTY,ST AUGUSTINE	4030 LEWIS SPEEDWAY	ST AUGUSTINE	32084
ST LUCIE COUNTY, FT. PIERCE	2300 VIRGINIA AVE	FT. PIERCE	34982
ST LUCIE COUNTY, PORT ST. LUCIE	1664 SE WALTON RD	PORT ST. LUCIE	34952
SUMTER COUNTY, BUSHNELL	220 E MCCOLLUM AVE	BUSHNELL	33513
SUMTER COUNTY, COURTHOUSE ANN.	8033 CR 466 STE B	LADY LAKE	32162
SUMTER COUNTY, WILDWOOD	372 SHOPPING CTR DR	WILDWOOD	34785
SUWANNEE COUNTY, AGENCY 01	215 PINE AVE SW STE A	LIVE OAK	32064
SUWANNEE COUNTY, BRANFORD	604 NW SUWANNEE AVE.	BRANFORD	32008
TAYLOR COUNTY, PERRY BRANCH	2275 US 19 NORTH	PERRY	32347
TAYLOR COUNTY, PERRY TAG	108 N. JEFFERSON ST.	PERRY	32348
UNION COUNTY, LAKE BUTLER	55 W. MAIN ST RM 108	LAKE BUTLER	32054
VOLUSIA COUNTY, DAYTONA BEACH	250 N BEACH STREET ROOM 101	DAYTONA BEACH	32114
VOLUSIA COUNTY, ORANGE CITY	2744 ENTERPRISE ROAD	ORANGE CITY	32763
VOLUSIA COUNTY, AGENCY 07, DELTONA	2772-A ELKCAM BLVD	DELTONA	32738
VOLUSIA COUNTY, FIRST DAYTONA	1100 BEVILLE RD	DAYTONA BEACH	32114
VOLUSIA COUNTY, NEW SMYRNA BEACH	111 CANAL STREET	NEW SMYRNA BCH	32168
VOLUSIA COUNTY,DELAND	123 W INDIANA AVE	DELAND	32720
WAKULLA COUNTY, CRAWFORDVILLE	202 OCHLOCKNEE ST. BEHIND CH	CRAWFORDVILLE	32326
WALTON COUNTY, DEFUNIAK SPRGS	571 US HWY 90 E.	DEFUNIAK SPRINGS	32435
WALTON COUNTY, S.WALTON ANNEX	31 COASTAL CENTRE BLVD STE 700	SANTA ROSA BEACH	32459
WASHINGTON COUNTY, CHIPLEY	1331 S BLVD STE 101	CHIPLEY	32428

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
	1 Total	56401	83244	87407	8
	2 Total	20855	29566	31045	3
	3 Total	148341	274196	287906	24
	4 Total	84240	125242	131505	11
	5 Total	97328	158943	166891	14
	6 Total	65404	108723	114160	10
	7 Total	64065	92738	97375	9
	8 Total	53309	70868	74412	7
	9 Total	142521	232457	244080	21
	10 Total	72563	132229	138841	12
	11 Total	75186	104457	109680	10
	12 Total	100802	171189	179749	15
	13 Total	79824	117992	123892	11
	14 Total	199730	337906	354802	30
	15 Total	702133	703295	738460	62
	16 Total	43678	66564	69893	6
	17 Total	72515	106545	111873	10
	18 Total	66025	95775	100564	9
	19 Total	180368	324993	341243	29
	20 Total	76878	110571	116100	10
	21 Total	104025	171317	179883	15
	22 Total	132311	232286	243901	21
	23 Total	225124	396710	416546	35
	24 Total	179474	339506	356482	30
	25 Total	31183	38360	40278	4
	27 Total	177047	339947	356945	30
	28 Total	67332	114228	119940	10
	29 Total	116274	167770	176159	15
	30 Total	9626	11262	11826	1
	54 Total	1586	3169	3328	1
	70 Total	1308	0	0	0
	71 Total	1370	0	0	0
	72 Total	27054	0	0	0
	73 Total	26	0	0	0
	74 Total	3523	0	0	0
	75 Total	756	0	0	0
1 Total		3480185	5262048	0	0
	1 Total	38461	49642	52125	5
	2 Total	128470	195691	205476	18
	3 Total	131785	203455	213628	18
	4 Total	118712	190372	199891	17
	5 Total	84924	131778	138367	12
	6 Total	111337	168119	176525	15
	7 Total	159180	215468	226242	19
	8 Total	70190	108287	113702	10
	9 Total	92905	134004	140705	12
	10 Total	30857	38103	40009	4
	11 Total	195471	229052	240505	21

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
	70 Total	93736	0	0	0
2 Total		1256028	1663971	0	0
	1 Total	52329	93239	97901	9
	2 Total	123930	184482	193707	17
	4 Total	244456	401331	421398	36
	5 Total	63547	91890	96485	9
	6 Total	535255	540860	567903	48
	7 Total	18923	36502	38328	4
	8 Total	176169	272023	285625	24
	9 Total	93559	143018	150169	13
	11 Total	400589	739143	776101	65
	12 Total	239468	389929	409426	35
	70 Total	46748	0	0	0
3 Total		1994973	2892417	0	0
	1 Total	117557	176272	185086	16
	2 Total	173586	269981	283481	24
	3 Total	65068	93803	98494	9
	4 Total	221400	360874	378918	32
	5 Total	141785	216545	227373	19
	6 Total	31125	43148	45306	4
	7 Total	496448	533223	559885	47
	8 Total	31611	46012	48313	5
	9 Total	2155	2148	2256	1
	11 Total	17972	30916	32462	3
	12 Total	902713	1485719	1560005	131
	70 Total	57571	0	0	0
	71 Total	29069	0	0	0
	72 Total	5896	0	0	0
4 Total		2293956	3258641	0	0
	1 Total	382962	436872	458716	39
	2 Total	212088	344578	361807	31
	3 Total	138499	208365	218784	19
	4 Total	91209	141847	148940	13
	5 Total	65602	101213	106274	9
	6 Total	7539	7884	8279	1
	70 Total	60205	0	0	0
	71 Total	12807	0	0	0
	80 Total	325	0	0	0
5 Total		971236	1240759	0	0
	1 Total	129770	201292	211357	18
	2 Total	46029	65971	69270	6
	3 Total	160351	243217	255378	22
	4 Total	680769	652080	684684	58
	5 Total	217639	349116	366572	31
	6 Total	209013	321857	337950	29
	8 Total	129835	195841	205634	18
	9 Total	18753	25731	27018	3
	70 Total	32264	0	0	0

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	C O D E	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
6 Total			1624423	2055105	0	0
	1 Total		282543	333700	350385	30
	2 Total		111973	146542	153870	13
	3 Total		115049	177474	186348	16
	4 Total		105365	154962	162711	14
	5 Total		87725	129426	135898	12
	6 Total		270164	333693	350378	30
	7 Total		148642	234817	246558	21
	8 Total		127691	204308	214524	18
	9 Total		1	3	4	1
	10 Total		124960	191564	201143	17
	11 Total		16137	17662	18546	2
	70 Total		124194	0	0	0
	71 Total		71798	0	0	0
7 Total			1586242	1924151	0	0
	1 Total		97157	141006	148057	13
	2 Total		383157	450647	473180	40
	3 Total		97977	140462	147486	13
	5 Total		104419	145837	153129	13
	6 Total		101166	186918	196264	17
	7 Total		48943	80288	84303	8
	70 Total		49770	0	0	0
8 Total			882589	1145158	0	0
	1 Total		139683	172781	181421	16
	2 Total		47313	66676	70010	6
	3 Total		166683	264924	278171	24
	4 Total		8391	11775	12364	2
	5 Total		74428	107729	113116	10
	70 Total		51869	0	0	0
	80 Total		170	0	0	0
9 Total			488537	623885	0	0
	1 Total		88817	98668	103602	9
	2 Total		456870	522524	548651	46
	3 Total		278862	470526	494053	42
	4 Total		175328	317022	332874	28
	5 Total		165658	247416	259787	22
	6 Total		160019	234845	246588	21
	7 Total		356473	651266	683830	57
	8 Total		125262	201657	211740	18
	9 Total		160205	252306	264922	23
	10 Total		247576	307569	322948	27
	11 Total		149074	150231	157743	14
	70 Total		79479	0	0	0
10 Total			2443623	3454030	0	0
	1 Total		73242	104780	110019	10
	2 Total		26675	37177	39036	4
	3 Total		66148	130738	137275	12
	4 Total		76959	93917	98613	9

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	C O D E	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
	5 Total		111828	142098	149203	13
	70 Total		3603	0	0	0
11 Total			358455	508710	0	0
	2 Total		114626	181044	190097	16
	4 Total		103034	153223	160885	14
	5 Total		40454	56277	59091	5
	6 Total		296505	376781	395621	33
12 Total			554619	767325	0	0
	1 Total		33791	46531	48858	5
	2 Total		58118	88086	92491	8
	3 Total		158059	219580	230559	20
	4 Total		7106	8750	9188	1
	5 Total		88128	151328	158895	14
	6 Total		34117	101581	106661	9
	7 Total		10011	14326	15043	2
	8 Total		96744	288673	303107	26
	9 Total		60798	176620	185451	16
	70 Total		23130	0	0	0
13 Total			570002	1095475	0	0
	1 Total		303866	418877	439821	37
	2 Total		38784	54272	56986	5
	3 Total		68355	98056	102959	9
	4 Total		21378	29331	30798	3
	5 Total		67077	93070	97724	9
	6 Total		45645	62575	65704	6
	70 Total		34184	0	0	0
14 Total			579289	756181	0	0
	1 Total		166121	168368	176787	15
	2 Total		48668	69111	72567	7
	3 Total		32205	46043	48346	5
	4 Total		36903	53148	55806	5
	5 Total		47132	91027	95579	8
	6 Total		114352	170519	179045	15
	7 Total		81	120	126	1
	70 Total		5662	0	0	0
	80 Total		2238	0	0	0
15 Total			453362	598336	0	0
	1 Total		206884	310059	325562	28
	2 Total		115152	169992	178492	15
	3 Total		98069	152724	160361	14
	4 Total		172777	175119	183875	16
	70 Total		43206	0	0	0
16 Total			636088	807894	0	0
	1 Total		292610	362404	380525	32
	2 Total		175867	283287	297452	25
	3 Total		93696	143066	150220	13
	4 Total		68501	99791	104781	9
	70 Total		78025	0	0	0

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	C O D E	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
17 Total			708699	888548	0	0
	1 Total		332999	309141	324599	28
	2 Total		126977	196691	206526	18
	3 Total		61493	115911	121707	11
	4 Total		77164	114489	120214	11
	5 Total		20496	32110	33716	3
	6 Total		125663	199703	209689	18
	7 Total		73394	112408	118029	10
	8 Total		73369	114646	120379	11
	9 Total		70758	100110	105116	9
	70 Total		38367	0	0	0
	71 Total		88	0	0	0
18 Total			1000768	1295209	0	0
	1 Total		98312	143257	150420	13
	2 Total		99326	149451	156924	14
	3 Total		150007	231970	243569	21
	4 Total		94831	143212	150373	13
	5 Total		66200	95497	100272	9
	6 Total		103980	156025	163827	14
	7 Total		270987	283853	298046	25
	70 Total		23444	0	0	0
19 Total			907087	1203265	0	0
	1 Total		214225	292036	306638	26
	2 Total		33815	44687	46922	4
	3 Total		37859	49865	52359	5
	4 Total		13463	18674	19608	2
	5 Total		2972	4620	4851	1
	70 Total		7353	0	0	0
20 Total			309687	409882	0	0
	1 Total		59481	82134	86241	8
	2 Total		0	0	0	0
21 Total			59481	82134	0	0
	1 Total		71456	97690	102575	9
	2 Total		22396	31532	33109	3
	3 Total		19642	26955	28303	3
	4 Total		14871	21712	22798	2
	70 Total		825	0	0	0
22 Total			129190	177889	0	0
	1 Total		196151	292136	306743	26
	2 Total		45748	60643	63676	6
	3 Total		38676	53743	56431	5
	4 Total		54154	72806	76447	7
23 Total			334729	479328	0	0
	1 Total		241945	309493	324968	28
	2 Total		117132	176897	185742	16
	70 Total		14549	0	0	0
24 Total			373626	486390	0	0
	1 Total		77004	121418	127489	11

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	C O D E	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
	2 Total		10811	15806	16597	2
	3 Total		10911	15182	15942	2
25 Total			98726	152406	0	0
	1 Total		197482	277551	291429	25
	2 Total		56407	75122	78879	7
	3 Total		66542	92840	97482	9
	4 Total		44111	60124	63131	6
26 Total			364542	505637	0	0
	1 Total		105364	143011	150162	13
	2 Total		37722	54653	57386	5
	3 Total		36656	50440	52962	5
	70 Total		13590	0	0	0
27 Total			193332	248104	0	0
	1 Total		181831	225423	236695	20
	2 Total		146871	196288	206103	18
	3 Total		56663	102918	108064	10
	4 Total		164588	234824	246566	21
	5 Total		98010	138922	145869	13
	6 Total		76844	108611	114042	10
28 Total			724807	1006986	0	0
	1 Total		115033	167358	175726	15
	2 Total		2160	2648	2781	1
	70 Total		5400	0	0	0
29 Total			122593	170006	0	0
	1 Total		43276	60751	63789	6
	2 Total		0	0	0	0
30 Total			43276	60751	0	0
	1 Total		66158	91359	95927	8
	2 Total		704	856	899	1
	70 Total		2547	0	0	0
31 Total			69409	92215	0	0
	1 Total		155417	204102	214308	18
	2 Total		28720	41077	43131	4
	3 Total		50334	69863	73357	7
	70 Total		11227	0	0	0
32 Total			245698	315042	0	0
	1 Total		120942	156353	164171	14
	2 Total		9066	11796	12386	2
	3 Total		16928	24183	25393	3
	4 Total		45847	65141	68399	6
	5 Total		35073	50221	52733	5
	70 Total		2123	0	0	0
33 Total			229979	307694	0	0
	1 Total		51677	70510	74036	7
	2 Total		0	0	0	0
34 Total			51677	70510	0	0
	1 Total		27810	37785	39675	4
	2 Total		0	0	0	0

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	C O D E	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
35 Total			27810	37785	0	0
	1 Total		60239	80068	84072	8
	2 Total		24538	35169	36928	4
36 Total			84777	115237	0	0
	1 Total		41524	62135	65242	6
	2 Total		7103	9686	10171	1
	70 Total		84	0	0	0
37 Total			48711	71821	0	0
	1 Total		93764	130060	136563	12
	2 Total		25111	34646	36379	4
	3 Total		24482	34466	36190	4
	4 Total		10650	14116	14822	2
	5 Total		16362	22429	23551	2
	6 Total		4189	6513	6839	1
38 Total			174558	242230	0	0
	1 Total		41246	54344	57062	5
	2 Total		33385	48422	50844	5
	3 Total		5708	8737	9174	1
	70 Total		232	0	0	0
39 Total			80571	111503	0	0
	1 Total		139120	173523	182200	16
	2 Total		108506	153352	161020	14
	70 Total		3806	0	0	0
40 Total			251432	326875	0	0
	1 Total		65541	89539	94016	8
	2 Total		29559	41078	43132	4
	4 Total		22520	31420	32991	3
	5 Total		4268	5900	6195	1
41 Total			121888	167937	0	0
	1 Total		95440	145660	152943	13
	2 Total		66643	70702	74238	7
	3 Total		42737	58052	60955	6
	4 Total		22051	27574	28953	3
	5 Total		26299	34998	36748	4
	70 Total		11173	0	0	0
42 Total			264343	336986	0	0
	1 Total		62257	88041	92444	8
	2 Total		116217	179755	188743	16
	3 Total		15615	22749	23887	2
	4 Total		45217	61586	64666	6
	5 Total		29389	43860	46053	4
	6 Total		66301	74037	77739	7
	70 Total		23656	0	0	0
	71 Total		3917	0	0	0
43 Total			362569	470028	0	0
	1 Total		63194	84048	88251	8
	2 Total		30676	42881	45026	4
	3 Total		30239	43016	45167	4

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	C O D E	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
44 Total			124109	169945	0	0
	1 Total		44637	61664	64748	6
	2 Total		3084	4385	4605	1
	70 Total		131	0	0	0
45 Total			47852	66049	0	0
	1 Total		25779	37321	39188	4
	2 Total		196051	673077	706731	59
46 Total			221830	710398	0	0
	1 Total		160995	198964	208913	18
	2 Total		96573	137614	144495	13
	70 Total		23995	0	0	0
47 Total			281563	336578	0	0
	1 Total		90306	113303	118969	10
	2 Total		117039	173351	182019	16
	3 Total		81725	117713	123599	11
	4 Total		17474	23489	24664	3
	70 Total		6710	0	0	0
48 Total			313254	427856	0	0
	1 Total		47676	71612	75193	7
	2 Total		27003	38686	40621	4
49 Total			74679	110298	0	0
	1 Total		35546	48996	51446	5
	2 Total		0	0	0	0
50 Total			35546	48996	0	0
	1 Total		30550	42738	44875	4
	2 Total		0	0	0	0
51 Total			30550	42738	0	0
	1 Total		46530	62906	66052	6
	2 Total		0	0	0	0
52 Total			46530	62906	0	0
	1 Total		94835	131614	138195	12
	2 Total		49008	69528	73005	7
	3 Total		139434	179255	188218	16
	70 Total		24454	0	0	0
	71 Total		1367	0	0	0
53 Total			309098	380397	0	0
	1 Total		29473	41227	43289	4
	2 Total		0	0	0	0
54 Total			29473	41227	0	0
	1 Total		27601	37814	39705	4
	2 Total		0	0	0	0
55 Total			27601	37814	0	0
	1 Total		17366	24007	25208	3
	2 Total		0	0	0	0
56 Total			17366	24007	0	0
	1 Total		78784	115407	121178	11
	2 Total		0	0	0	0
57 Total			78784	115407	0	0

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	C O D E	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
	1 Total		21340	28804	30245	3
	2 Total		0	0	0	0
58 Total			21340	28804	0	0
	1 Total		16175	21483	22558	2
	2 Total		6200	8499	8924	1
59 Total			22375	29982	0	0
	1 Total		10609	14041	14744	2
	2 Total		890	1069	1123	1
60 Total			11499	15110	0	0
	1 Total		94705	129309	135775	12
	2 Total		46354	60583	63613	6
	70 Total		66	0	0	0
61 Total			141125	189892	0	0
	1 Total		12367	17147	18005	2
	2 Total		0	0	0	0
62 Total			12367	17147	0	0
	1 Total		19525	26540	27867	3
	2 Total		0	0	0	0
63 Total			19525	26540	0	0
	1 Total		197667	252726	265363	23
	2 Total		22865	30186	31696	3
	3 Total		28384	38909	40855	4
	4 Total		14997	19850	20843	2
	5 Total		12247	15854	16647	2
	6 Total		60300	81093	85148	8
	7 Total		78806	108810	114251	10
	8 Total		9863	13210	13871	2
	9 Total		1581	1816	1907	1
	10 Total		25084	33937	35634	3
	11 Total		8826	8821	9263	1
	70 Total		14736	0	0	0
64 Total			475356	605212	0	0
	1 Total		44214	58086	60991	6
	2 Total		0	0	0	0
65 Total			44214	58086	0	0
	1 Total		17234	22646	23779	2
	2 Total		8299	11141	11699	1
66 Total			25533	33787	0	0
	1 Total		13278	17899	18794	2
	2 Total		0	0	0	0
67 Total			13278	17899	0	0
	1 Total		3245	0	0	0
	2 Total		9929	6061	6365	1
	3 Total		970938	2087746	2192134	183
	4 Total		2447	1	2	1
	5 Total		2323	80	84	1
	6 Total		1962	0	0	0
	7 Total		1853	0	0	0

ATTACHMENT B
2008-2009 TONER ALLOCATIONS BY COUNTY AND AGENCY

COUNTY	AGENCY	TRANS TRACOUNT	PAGE COUNT	EST. 08-09 PAGES	EST. # CART
	8 Total	1921	0	0	0
	9 Total	35647	54814	57555	5
	10 Total	3179	22	24	1
	11 Total	2662	0	0	0
	12 Total	2437	0	0	0
	14 Total	877873	2455341	2578109	215
	15 Total	6417	9108	9564	1
	18 Total	1643	3176	3335	1
	19 Total	513	1237	1299	1
	21 Total	6704	7685	8070	1
	22 Total	789	1966	2065	1
	23 Total	2094	4610	4841	1
	24 Total	3602	8597	9027	1
	25 Total	77	78	82	1
	26 Total	1007	2148	2256	1
	27 Total	502	1410	1481	1
	28 Total	5793	14330	15047	2
	29 Total	831	1826	1918	1
	31 Total	152614	401452	421525	36
	32 Total	12	0	0	0
	35 Total	159	161	170	1
	36 Total	25	25	27	1
	37 Total	7	10	11	1
	39 Total	882	2399	2519	1
	41 Total	369	542	570	1
	42 Total	285	325	342	1
	43 Total	78	78	82	1
	44 Total	99	105	111	1
	45 Total	130	133	140	1
	47 Total	935	2167	2276	1
68 Total		2101983	5067633	0	0
	2 Total	30898	61628	64710	6
	3 Total	2132	4264	4478	1
	4 Total	27292	54116	56822	5
	9 Total	1367	2734	2871	1
69 Total		61689	122742	0	0
	70 Total	2	0	0	0
	71 Total	0	0	0	0
		2	0	0	0
95	6 Total	17	6	7	1
	7 Total	0	0	0	0
95		17	6	0	0
99	1 Total	27847	64446	67669	6
99	2 Total	29	25	27	1
99		27876	64471	0	0
99 Total		32173986	46738411		4272
Grand Total					

**ATTACHMENT C
ADDITIONAL TAX COLLECTOR TONER SURVEY**

	<i>County</i>		<i>Yearly Toner Purchase by County</i>
	Baker		
	Bay		
	Bradford		
	Brevard		55
	Calhoun		
	Charlotte		
	Clay		
	Citrus		27
	Collier		
	Columbia		
	Desoto		
	Dixie		
	Duval		
	Escambia		
	Flagler		
	Gadsden		
	Gilshrist		
	Hamilton		
	Hardee		
	Hernando		
	Hillsborough		
	Indian River		
	Jefferson		
	Lafayette		
	Lee		70
	Leon		36
	Levy		
	Liberty		
	Manatee		160
	Marion		
	Martin		10
	Monroe		4
	Nassau		
	Okaloosa		
	Orange		201
	Osceola		
	Palm Beach		
	Pasco		
	Pinellas		200
	Polk		

**ATTACHMENT C
ADDITIONAL TAX COLLECTOR TONER SURVEY**

	County		Yearly Toner Purchase by County
	Putnam		
	Sarasota		
	Seminole		12
	St. Johns		30
	St. Lucie		28
	Sumter		
	Suwannee		12
	Taylor		
	Union		3
	Volusia		100
	Walton		20
	Wakulla		

Total	968
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ATTACHMENT D**DECAL AND REGISTRATION SPECIFICATIONS****SPECIFICATIONS FOR LICENSE PLATE VALIDATION DECALS****SECTION I – GENERAL DESCRIPTION**

The license plate validation decals must be made of reflective sheeting having a smooth, flat outer surface to be exposed for use in both warm and cold weather conditions and have a pressure sensitive adhesive on the backside protected by a removable liner for convenient and durable attachment to the flat, smooth background surfaces of motor vehicle license plates to maintain adhesion to the license plates for not less than five years. The validation decals must be manufactured with a reflective sheeting which shall consist of lens elements embedded within a transparent resin using thermal imprint inks to maintain clear visibility for law enforcement purposes for a period of not less than 15 months. The validation decals shall display a subdued counterfeit-proof mark. The finished size of each validation decal will be 1" H X 1½" W.

SECTION II – REQUIREMENTS**A. Retroreflective Characteristics**

The validation decals shall have the following minimum coefficients of retroreflection expressed as candlepower per foot-candle per square foot of material (candelas per lux per square meter). The coefficients of retroreflection for all sheeting colors are listed in Appendix I.

B. Rainfall Performance

The coefficient of retroreflection of the validation decals totally wet by rain, shall not be less than 90% of the above listed values. Wet performance measurements shall be conducted at 0.2 degrees Observation and - 4 degrees Entrance angles in accordance with ASTM-810 and using the test set-up described in FHWA Specification FP-85, Section 718.03(a) and Section 7.10.1 of AASHTO M 268.

C. Adhesive and Protective Liner

1. The pre-coated pressure-sensitive adhesive on the validation decals shall form a durable, vandal resistant bond to clean, dry, reflective sheeting license plate surfaces or sticker surfaces of the same material for no less than five years.
2. The adhesive shall not exude from the edges of the validation decals to cause the decals to stick together when packaged or when being printed in the designated printers.
3. The protective liner attached to the adhesive of the validation decal shall be removed by peeling without soaking in water or other solvents and shall be easily removed after storage.

D. Diffuse Daytime Color

Through instrumental color testing, the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E-1349, utilizing either 45/0 or 0/45 degrees illuminations/viewing conditions as described in E-1164 and E-1349 for retroreflective materials. Chromaticity and the Luminance Factor based on CIE trisimulus values for the 2 degrees observer and Illuminant D65, shall be calculated in accordance with ASTM E-308. The color specification requirements for all sheeting colors are listed in Appendix II.

E. Official Security Marks

The validation decals shall have security marks integral in the materials, which make unauthorized decal reproduction extremely difficult. The "FL" security mark shall be subdued in each validation decal such as the American Decal 6000 series or the 3M Direction Security Image 5460ER.

ATTACHMENT D (Continued)

The security marks shall: 1) be verifiable in diffuse daylight and by retroreflected light at night; 2) not alter sheeting colors or reduce sheeting brightness below specified levels; and 3) not be removable by chemical or physical means from the validation decal whether applied or unapplied without irreparable damage to the reflective system.

F. Processability

The validation decals shall be manufactured with materials that are compatible with the inks and the equipment designated for printing them to ensure feasibility for the user to load the machines and produce the finished product without hanging up or sticking to the internal or external portion of the printers.

G. Cleanability

The validation decals shall be readily cleansed of normal dirt accumulation from being displayed on a motor vehicle license plate by washing with water and mild detergent. The surface shall be sufficiently solvent resistant to permit cleaning with solvents such as VM&P Naphtha, mineral spirits, turpentine, or other solvents commonly used on vehicle finishes. Rinsed and dried, the surface shall show no appreciable change following cleaning when compared visually to a new, clean sticker surface.

H. Performance Life

The validation decal shall remain affixed to a motor vehicle license plate for no less than five years, to another validation decal for no less than four years and visible for law enforcement purposes for no less than 15 months.

I. Packaging

The validation decals shall be properly packaged for protection from any damage during shipping or storage to ensure that such blank validation decals function properly when processed and printed through the designated printers.

ATTACHMENT E**VALIDATION SHEETING RETROREFLECTIVE CHARACTERISTICS**

The Coefficient of Retroreflection shall be measured on flat, clean Validation sheeting and shall have the following minimum values at 0.2° observation angle, expressed as candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting". The sheeting shall be measured without clear coat.

<u>COLOR</u>	<u>ENTRANCE ANGLE</u>	
	4°	40°
White	50	10
Yellow	30	8
Lemon-Yellow 28	11	
Green	28	8
Blue	14	5
Red	10	3
Orange	6	2
Gold	30	10
Yellow-Green	24	8
Magenta	12	3

ATTACHMENT F
COLOR SPECIFICATION

Color	Chromaticity Coordinate Corner Points		Luminance Factor
	x	y	Y (%)
1. White	.303	.290	35 Min.
	.365	.354	
	.340	.378	
	.278	.316	
2. Lemon-Yellow	.403	.508	34 – 46.5
	.440	.550	
	.504	.457	
	.455	.462	
3. Yellow	.447	.472	29 – 43
	.480	.512	
	.536	.456	
	.500	.420	
4. Orange	.502	.398	18 – 30
	.573	.425	
	.627	.368	
	.535	.360	
5. Red	.552	.358	6 – 13
	.630	.370	
	.695	.305	
	.601	.310	
6. Blue	.105	.240	8 – 19
	.232	.250	
	.240	.200	
	.180	.140	

ATTACHMENT F (cont.)

COLOR SPECIFICATION

Color	Chromaticity Coordinate Corner Points		Luminance Factor Y (%)
	x	y	
7. Green	.115	.300	14 – 26
	.200	.490	
	.297	.360	
	.242	.265	
8. Gold	.415	.390	19 – 26 Min.
	.415	.455	
	.458	.455	
	.458	.390	
9. Yellow-Green	.180	.320	18 – 25
	.180	.500	
	.280	.460	
	.280	.360	
10. Magenta	.465	.235	9 – 14
	.465	.285	
	.520	.285	
	.520	.235	

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

<ul style="list-style-type: none"> 1. Definitions. 2. Purchase Orders. 3. Product Version. 4. Price Changes Applicable only to Term Contracts. 5. Additional Quantities. 6. Packaging. 7. Inspection at Contractor's Site. 8. Safety Standards. 9. Americans with Disabilities Act. 10. Literature. 11. Transportation and Delivery. 12. Installation. 13. Risk of Loss. 14. Transaction Fee. 15. Invoicing and Payment. 16. Taxes. 17. Governmental Restrictions. 18. Lobbying and Integrity. 19. Indemnification. 20. Limitation of Liability. 21. Suspension of Work. 22. Termination for Convenience. 23. Termination for Cause. 24. Force Majeure, Notice of Delay, and No Damages for Delay. 	<ul style="list-style-type: none"> 25. Changes. 26. Renewal. 27. Purchase Order Duration. 28. Advertising. 29. Assignment. 30. Antitrust Assignment 31. Dispute Resolution. 32. Employees, Subcontractors, and Agents. 33. Security and Confidentiality. 34. Contractor Employees, Subcontractors, and Other Agents. 35. Insurance Requirements. 36. Warranty of Authority. 37. Warranty of Ability to Perform. 38. Notices. 39. Leases and Installment Purchases. 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). 41. Products Available from the Blind or Other Handicapped. 42. Modification of Terms. 43. Cooperative Purchasing. 44. Waiver. 45. Annual Appropriations. 46. Execution in Counterparts. 47. Severability.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering 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://dhis.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

<ul 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. 	<ul 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,** i.e., Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms (Section 7.0), Certificate of Drug Free Workplace (Attachment III), Savings / Discount / Price Reduction (Attachment IV), 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.

ATTACHMENT VI

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

REFERENCES (PAGE 1 OF 2)

The Department is interested in the Contractor's performance and responsibility as a provider of the applicable commodity/service. Include three references of customers to whom you have provided the applicable services/products. Respondent must provide customer's name, point of contact, telephone number and an explanation as to the project's relevance or similarity to the scope of this bid request. Adverse or unverifiable references may cause the proposal to be rejected by the State.

1. Agency or Firm: _____
 Street Address: _____
 City: _____
 Telephone: _____
 Email: _____
 Contact Person: _____
 Service provided: _____

2. Agency or Firm: _____
 Street Address: _____
 City: _____
 Telephone: _____
 Email: _____
 Contact Person: _____
 Service provided: _____

ATTACHMENT VI

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

REFERENCES (PAGE 2 OF 2)

3. Agency or Firm: _____

Street Address: _____

City: _____

Telephone: _____

Email: _____

Contact Person: _____

Service provided: _____

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 RFP 028-10

RESPONDENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

AUTHORIZED SIGNATURE: _____

TITLE: _____