STATE OF FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

BID LIST REGISTRATION

May 14, 2009

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

Solicitation No.	**RFP # 031-09**
Number of Addenda as of above date:	**None**
Item(s) of Bid	**Media Campaign: Hispanic and Latino Community Outreach**
Commodity Code	**973-040, 973-043, 973-044, 973-520**
Date and Time Due	**June 2, 2009, no later than 2:30 PM EST**

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 No.: ( ) _____

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

V 05.08.09

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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 (e.g., 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**, e.g., 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 from qualified firms for a Hispanic and Latino Community Outreach Media Campaign to promote passenger safety through the proper use of seat belts, infant seats, child safety seats and booster seats. This solicitation includes a media campaign in which the Department intends to educate the public on the types of safety restraints required by law and their proper use.

The target audience is Hispanic and Latino families in both rural and urban areas of Florida. Counties to be the primary focus must include Miami Dade, Broward, Hendry, Hardee, Osceola, DeSoto, Collier, Okeechobee and Hillsborough.

The Department of Highway Safety and Motor Vehicles intends for the scope and requirements of the media campaign to reinforce the guidelines of the National Highway Traffic Safety Administration.

Note: For a general understanding of the campaign content please visit the website of the National Highway Traffic Safety Administration, www.nhtsa.gov , and research the information provided on child safety seats.

The tentative theme is, **"Buckle Up, Everyone, Every Time!'**
or in Spanish, **"¡Todo el mundo debe abrocharse todo el tiempo**!".

This project is grant funded and must not exceed $90,500.00.

Work must begin within seven (7) days of award after the receipt of the Direct Order.

The project must be completed and final invoice received by **September 18, 2009.**

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.

DHSMV: Department of Highway Safety and Motor Vehicles.

FDOT: Florida Department of Transportation

FHP: Florida Highway Patrol

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

NHTSA: National Highway Transportation Safety Administration.

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

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:

Karen Freytag, Purchasing Agent
Bureau of Purchasing and Contracts

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

Telephone: (850) 617-3203
Fax: (850) 617-5115
Email: karenfreytag@flhsmv.gov

Florida Statute Section 287.057(26) requires that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

Julianne Chester, Management Review Specialist
Division of Driver License

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

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

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

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

Exception: 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 proposal 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, 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: Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, FL 32399-0524

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 subsequent contract and/or purchase order issued by the Department to the successful proposer shall incorporate this solicitation, addenda(s), contract(s), and/or direct order(s) to this solicitation and the proposer's proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the solicitation, addenda(s), contract(s), and/or direct order(s) shall govern.

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
2900 Apalachee Parkway
Room B412, Mail Station 31
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:
RFP 031-09 Media Campaign to be filed June 2, 2009 at 2:30 PM (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 14, 2009	**Solicitation issued.**
May 20, 2009	**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.
May 22, 2009	**Responses to written inquires and proposed changes** will be posted no later than **5:00 PM Eastern Time** on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form .
June 2, 2009	**Respondents' Proposals are due. Proposal Bonds are due**. Responses must be received as specified in Section 1.44 of this solicitation, no later than **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 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.
June 8, 2009	There will be a public meeting of the evaluation committee for the purpose of evaluating Technical Proposals **2:30 PM** at the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.
June 9, 2009	Post notice of intended award.

Note: Work must begin within seven (7) days of award after the receipt of the Direct Order.

Note: The project must be completed and final invoice received by September 18, 2009 or final payment will be forfeited.

2.2 TERM OF CONTRACT: Refer to attached Form PUR 1000, Paragraph 27. The contract shall be in effect upon issuance of a direct order or a contract signed by both parties. Term shall be as specified on the Direct Order issued pursuant to this contract, 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 (BID) BOND: Each respondent shall submit with their written offer a proposal bond in the form of a cashier's check or surety bond, payable to the State of Florida in the amount of five percent (5%) of the total cost for the project. 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 award and to unsuccessful proposers after award. The Department will not consider alternative proposal and/or performance securities.

2.4 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 which shall be posted on the State's Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form, reflecting the acceptable changes to this solicitation, in order that all respondents shall be given the opportunity of submitting proposals to the same specifications.

2.5 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.

2.6 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.

2.7 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.

Vendor must include and sign the following statement on each invoice: "***I certify that all costs on this invoice are true and valid costs in accordance with this agreement for Project # CP-09-04-15, Contract # APH1"***
(See Attachment VII, Part V: Acceptance and Agreement).

Vendor may submit an invoice to the Contract Manager upon completion of each of the five deliverables.

A. Radio Announcements and proof of broadcast
B. Video Production and receipt of final edited version of "b-roll" video
C. "Earned Media" Interviews and proof of broadcast
D. Poster Design and receipt of camera-ready artwork
E. Brochure Design and receipt of camera-ready artwork

A final invoice must be received by September 18, 2009 or final payment will be forfeited.

2.8 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).

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

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

2.10 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.

2.11 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 OBJECTIVES: The purpose of the Hispanic and Latino Community Outreach Media Campaign is to promote passenger safety through the proper use of seat belts, infant seats, child safety seats and booster seats. The Department intends to educate the public on the types of safety restraints required by law and their proper use through this media campaign.

The target audience is Hispanic and Latino families in both rural and urban areas of Florida. Counties to be the primary focus must include Miami Dade, Broward, Hendry, Hardee, Osceola, DeSoto, Collier, Okeechobee and Hillsborough.

The Department of Highway Safety and Motor Vehicles intends for the scope and requirements of the media campaign to reinforce the guidelines of the National Highway Traffic Safety Administration.

3.2 SCOPE OF WORK: DHSMV is seeking through grant funding, a vendor who will provide the following services related to the promotion of passenger restraint safety through the use of seat belts, child safety seats and booster seats.

A. Radio Announcement

Vendor will produce a radio announcement in Spanish, 30 seconds in length, and arrange for its broadcast over radio stations in multiple counties (refer to Section 3.1) to reach our target audience of Hispanic and Latino families in both rural and urban areas of Florida. The theme of "Buckle Up, Everyone, Every Time!" / "¡Todo el mundo debe abrocharse todo el tiempo!" must be incorporated into the radio announcement. Announcements must air between the hours of 6 a.m. and 8 p.m. Vendor will indicate their ability to provide coverage in focused counties and the number of times announcement will be aired.

Contract Manager must approve script and recording prior to release.

B. Video Production

Vendor will produce a "b-roll" video of proper installation and use of child safety seats, booster seats and seatbelts. DHSMV will provide the installation technician. Vendor must provide actors, Hispanic children (baby, young child, pre-teen and teen) and adult. Vendor will provide vehicle for demonstration. Vehicle will be a 4-door family vehicle or small passenger van in good condition no more than four years old.

The video will demonstrate:

1.) Installation of infant seat in vehicle.
2.) Installation of child safety seat in vehicle.
3.) Installation of booster seat in vehicle.
4.) Individuals being properly restrained in each type of device (infant seat, child safety seat, booster seat and seat belt) in the vehicle.

Contract Manager must approve script prior to production and edited version prior to payment.

C. "Earned Media" Interviews

Vendor will schedule and coordinate both radio and TV "earned media" interviews with Hispanic broadcast stations. DHSMV will provide interviewee(s) and content that can be used for developing interview questions. Spanish language interviews are required. Interviews must air between the hours of 6 a.m. and 8 p.m. Vendor will indicate the quantity of interviews they can provide and identify the areas of Florida that interviews will air.

D. Poster Design

Vendor will create a full-color camera ready poster design. Poster size will be 11" x 14" and will be in both Spanish and English. DHSMV will provide the poster concept which includes photos of Hispanic children (baby, young child, older child and teen) and adults using passenger restraints correctly. Vendor must provide photos.
DHSMV will coordinate the printing and dissemination of brochure.

Contract Manager must approve design and format of poster prior to payment.

E. Brochure Design

Vendor will create full-color camera-ready bi-lingual brochures with photos explaining child safety seat, booster seat and seat belt usage. Brochure will be 2-sided tri-fold. Brochure will incorporate the theme of "Buckle Up, Everyone, Every Time!" / "¡Todo el mundo debe abrocharse todo el tiempo!". DHSMV will coordinate the printing and dissemination of the brochure.

Contract Manager must approve design and format of brochure prior to payment.

3.3 TECHNICAL REQUIREMENTS:

A. Timeline: Work must begin within seven (7) days of award after the receipt of the Direct Order. The project must be completed and final invoice received by September 18, 2009.

Vendor must include a detailed timeline of all requirements of the Scope of Work with their technical proposal.

B. Ownership of Materials: Any script, graphic, photograph, audio recording, video recording, other artwork or printed material created as a result of this campaign becomes the property of DHSMV. Upon completion of the project all artwork, recordings, photos, camera ready printed material and release forms must be delivered to the contract manager prior to final payment**.** Proposals with language to the contrary will not be accepted.

C. Work Samples: Vendors responding to RFP 031-09 must submit one original and three (3) identical samples as listed below:

1.) Two (2) audio recordings designed for radio advertisements in MP3 or CD format. The sample must be in Spanish.
2.) Two (2) pamphlets designed to communicate with the Hispanic or Latino Community. Samples may be in Spanish, English or both.
3.) Two (2) full color posters (minimum size 11" x 14") targeting the Hispanic or Latino Community. Samples may be in Spanish, English or both.
4.) Two (2) professionally produced videotaped segments of informational or educational programming intended for the Hispanic or Latino Community. Format must be DVD or VHS.

Proposals submitted without all required samples will be found non-responsive.

4.0 INSTRUCTIONS FOR PREPARING PROPOSALS

4.1 SUBMISSION: Respondents will submit complete technical and price proposals no later than the date specified in the Calendar of Events.

4.2 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.

4.3 COPIES OF PROPOSALS: Respondents shall deliver an original and three 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.

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

4.5 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.

4.6 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.

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

4.8 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.

4.8.1 TRANSMITTAL LETTER: Identify the proposal as **"Proposal to the State of Florida Department of Highway Safety and Motor Vehicles, for the *Hispanic and Latino Community Outreach Media Campaign*."** Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the proposal. The letter must clearly indicate that the person signing the proposal is authorized to bind the respondent. The letter must identify any and all joint proposing firms and/or subcontractors.

Respondents who do not submit a transmittal letter will be found non-responsive.

4.8.2 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.

4.8.3 TECHNICAL PROPOSAL: Respondents must address all subsections listed under Section 3.2, Scope of Work and Section 3.3, Technical Requirements. Respondent must label each subsection of the proposal with the name and number of the corresponding section and address each requirement in that section.

3.2 Scope of Work
- A. Radio Announcement
- B. Video Production
- C. Earned Media Interviews
- D. Poster Design
- E. Brochure Design

3.3 Technical Requirements
- A. Timeline
- B. Ownership of Material
- C. Work Samples (please reference Section 4.8.4, Work Samples)

Respondents who do not submit a Technical Proposal will be found non-responsive.

4.8.4 WORK SAMPLES: Respondents must address all subsections listed under Section 3.4 Technical Requirement, Part C Work Samples. Respondent must provide samples as specified.

Proposals submitted without all required samples will be found non-responsive.

4.8.5 REFERENCES: Vendor must complete Attachment VI, References with detailed contact and project information for two (2) of projects similar to the scope of this bid request. The highest scoring proposal will have references checked for satisfactory work history. Negative reference responses may result in a non-award to the highest scoring proposal. Also, references that cannot be reached may result in a non-award.

All respondents that fail to submit a completed reference page will be found non-responsive.

4.8.6 ATTACHMENTS / ADDENDA: Respondents 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).

4.8.7 PRICE PROPOSAL FORMAT: Each proposer 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 contractor. Proposals not including all required and offered equipment and services will not be considered. The project is grant funded and must not exceed $90,500.00.

Price Proposals over $90,500.00 will be considered non-responsive.

4.8.8 PROPOSAL BOND: Include the proposal bond referenced in Section 2.3 with the price proposal.

Respondents who do not provide a proposal bond will be found non-responsive.

5.0 EVALUATION OF PROPOSALS

5.1 TECHNICAL PROPOSAL: (maximum 100 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. Award will be to the highest scoring proposal, considering the technical proposal scoring and all costs for the project, evaluated as described in Section 5.6 of this solicitation.

Categories	Maximum Points
Category 1: Transmittal Letter, Executive Summary, References	Pass / Fail
Category 2: Technical Proposal	45 points
Category 3: Production Samples	45 points
Category 4: Price Proposal	10 points

5.2 EVALUATION: The maximum score attainable for all categories is 100 points. A proposal must receive a minimum score of 70 points of the available 100 points for the combined categories 2 and 3 in order to be considered for contract award. Failure to comply with all the requirements in Category 1 and Category 4 will result in a non-responsive proposal and will not be evaluated.

5.3 RFP Rating Methodology:

Category 1: Transmittal Letter, Executive Summary, References (pass/fail)

Proposer will address all requirements as specified. Failure to comply with all the requirements in Category 1 will result in a non-responsive proposal and will not be evaluated.

Category 2: Technical Proposal (45 Points Maximum)

1. The proposal indicates that the proposer has a clear understanding of Department's concept of the project.

2. Based on the information in this solicitation the proposer's response relays creativity and the ability to clearly communicate the Department's message.

3. A timeline for the project.

4. Contractor shall specify their competitive advantage and their qualifications to meet the terms, conditions, timeline and requirements as defined in this RFP.

Category 3: Production Samples (45 Points Maximum)

1. Quality of audio (sound recordings, voice talents, background music and sound effects) of audio samples submitted.

2. Quality of written materials provided (grammatical correctness, appropriate language for intended market, clarity of message, proper spelling and punctuation).

3. Quality of artwork and/or graphics submitted (professional designs and layout, drawings, photos, quality of color).

4. Quality of video materials provided (camera work, visual clarity, lighting, editing, and set or location appropriateness).

5. Overall professional quality of submissions.

Category 4: Price Proposal (10 points Maximum)

The lowest cost proposal will be awarded 10 points. Lowest total cost (LC) divided by proposal being considered (PC) time maximum points available (10) equals points awarded.

Formula: LC / PC x 10 = Score

5.4 CRITERIA FOR AWARDING POINTS TO TECHNICAL PROPOSAL SECTIONS:

Excellent response:	90 to100% 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.

5.5 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 Technical Proposal 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.

5.6 AWARD: Award will be based on the highest scoring proposal. In the event that the highest scoring proposal has a price higher than the agency's allotted budget the agency reserves the right to reject all bids.

6.0 PRICE PROPOSAL FORM

A. Radio Announcement and proof of broadcast	$
B. Video Production and receipt of final edited product	$
C. "Earned Media" Interviews and proof of broadcast	$
D. Poster Design and receipt of camera-ready artwork	$
E. Brochure Design and receipt of camera-ready artwork	$

TOTAL COST OF ALL PROJECTS: A - E	$

Award will be based on the proposer with the highest scoring proposal.

Proposal (bid) bond must be submitted with the technical proposal.

Price Proposals over $90,500.00 will be considered non-responsive.

Vendors who do not provide samples or the proposal (bid) bond as specified will be considered non-responsive and their proposal will not be considered.

Vendor may submit an invoice to the Contract Manager upon completion of each of the five deliverables.

Final invoice must be received by September 18, 2009 or final payment will be forfeited.

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

RESPONDENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

PUR 1000

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

State of Florida
PUR 1000
General Contract Conditions

Contents

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.
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.

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 reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' 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://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs 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

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21. Limitation on Vendor Contact with Agency During Solicitation Period

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 (e.g., 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**, e.g., 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

CUSTOMER REFERENCES

The Department is interested in the Contractor's performance and responsibility as a provider of the applicable commodity/service. Include two 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: _____

   Contact Person: _____

   Service provided: _____

_____

_____

_____

_____

2. Agency or Firm: _____

   Street Address: _____

   City: _____

   Telephone: _____

   Contact Person: _____

   Service provided: _____

_____

_____

_____

_____

Firm: _____

FEID: _____

Authorized Signature: _____

Printed Name &Title: _____

Part V: Acceptance and Agreement

Conditions of Agreement. Upon approval of this Subgrant Application for Highway Safety Funds, the following terms and conditions shall become binding. Noncompliance will result in loss of, or delays in, reimbursement of costs as set forth herein.

1. **Reports.** The subgrant year quarters are October 1 - December 31, January 1 - March 31, April 1 - June 30, and July 1 - September 30. The implementing agency shall submit the **Quarterly Progress Report Narrative and Quarterly Progress Report of Performance Indicators** forms to the State Safety Office by the last day of the month following the end of each quarter (January 31, April 30, July 31, and October 31) if the subgrant was effective during any part of the quarter. Quarterly reports postmarked after the respective submission dates listed above shall be considered past due. The implementing agency shall submit a **Final Narrative Report**, giving a chronological history of the subgrant activities, problems encountered, and major accomplishments by October 31. Requests for reimbursement will be returned to the subgrantee or implementing agency unpaid if the required reports are past due, following notification.

2. **Responsibility of Subgrantee.** The subgrantee and its implementing agency shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with provisions of the **Project Detail Budget** as approved by the State Safety Office. All expenditures and cost accounting of funds shall conform to 49 CFR, Part 18, **Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**; 49 CFR, Part 19, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-102, **Grants and Cooperative Agreements with State and Local Governments**; OMB Circular A-110, **Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**; OMB Circular A-21, **Cost Principles for Educational Institutions**; OMB Circular A-87, **Cost Principles for State, Local, and Indian Tribal Governments**; and/or OMB Circular A-122, **Cost Principles for Non-Profit Organizations**, (hereinafter referred to as Applicable Federal Law).

3. **Compliance with Chapter 287, Florida Statutes.** The subgrantee and implementing agency agree to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this agreement pursuant to sections 287.133(3)(a) and 287.134(3)(a), Florida Statutes.

   (a) Section 287.133 (2)(a), F.S.
   A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   (b) Section 287.134 (2)(a), F.S.
   An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4. **Approval of Consultant and Contractor Agreements.** The State Safety Office shall review and approve in writing all consultant and contractor agreements prior to the actual employment of the consultant or the contractor by the subgrantee or implementing agency. Approval of the subgrant does not constitute approval of a consultant or contractor agreement.

All consultant agreements will contain the following statement:

> The parties to this contract shall be bound by all applicable sections of **Part V: Acceptance and Agreement** of Project # (insert project number), DOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited.

5. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law and state law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the subgrantee.

6. Travel. Travel costs for approved travel shall be reimbursed in accordance with the State of Florida, Department of Transportation's (Department's) *Disbursement Operations Manual, Chapter 3 Travel*, but not in excess of provisions in Section 112.061, Florida Statutes. All out-of-state travel, conference travel, meeting travel which includes a registration fee, and out-of-grant-specified work area travel shall require written approval of the State Safety Office prior to the commencement of actual travel as being within the travel budget of the project and relevant to the project. Out-of-state travel shall not be approved unless the specific trip is in the approved subgrant budget or the head of the Implementing Agency provides sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities. In addition, prior written approval shall be obtained from the State Safety Office for hotel rooms with rates exceeding $100 per day that are to be reimbursed. Rates exceeding $100 per day shall not be approved unless the hotel is the host facility for an approved conference or the average rate for all hotels in the area exceeds $100.

7. Written Approval of Changes. The subgrantee or implementing agency shall obtain prior written approval from the State Safety Office for changes to the agreement. Changes to the agreement will be approved which achieve or improve upon the outcome of the subgrant work, or where factors beyond the control of the subgrantee require the change. For example:

(a) Changes in project activities, milestones, or performance indicators set forth in the approved application.
(b) Changes in budget items and amounts set forth in the approved application.
(c) Changes to personnel in positions that are being reimbursed by this agreement.

Changes to the subgrant agreement shall only be requested by the Authorized Representative of the Subgrantee or the Administrator of the Implementing Agency. Requests for changes to the subgrant budget must be postmarked no later than June 30 of the fiscal year to be considered. Requests for budget changes postmarked after June 30 will be denied.

8. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the subgrantee shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)**, the subgrantee shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The subgrantee or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41U.S.C. 253(g) (currently $25,000).

9. Commencement of Projects. If a project has not commenced within 30 days after the acceptance of the subgrant award, the subgrantee or its implementing agency shall report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the award, project activity as described herein has not begun, a further statement of implementation delay will be submitted by the subgrantee or its implementing agency to the State Safety Office. The subgrantee agrees that if the letter is not received in the 60 days, the State Safety Office will cancel the project and reobligate the funds to other program areas. The State Safety Office, where warranted by excusable delay, will extend the implementation date of the project past the 60-day period, but only by formal written approval from the State Safety Office.

10. Excusable Delays.

(a) Except with respect to the defaults of subgrantee's or implementing agency's consultants and contractors which shall be attributed to the subgrantee, the subgrantee and its implementing agency shall not be in default by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the subgrantee or its implementing agency. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrantee. If the failure to perform is caused by the failure of the subgrantee's or its implementing agency's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the subgrantee, its implementing agency and its consultant or contractor, and without the fault or negligence of any of them, the subgrantee shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the State Safety Office shall have ordered the subgrantee or its implementing agency in writing to procure such supplies or services from other sources, and (3) the subgrantee or its implementing agency shall have failed to comply reasonably with such order.
(b) Upon request of the subgrantee or its implementing agency, the State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

11. Obligation of Subgrant Funds. Subgrant funds may not be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant application are eligible for reimbursement. A cost is incurred when the subgrantee's employee, its implementing agency, or approved contractor or consultant performs the service required or when goods are received by the subgrantee or its implementing agency, notwithstanding the date of order.

12. Performance. In the event of default, noncompliance, or violation of any provision of this agreement by the subgrantee, the implementing agency, the subgrantee's consultant(s) or contractor(s) and supplier(s), the subgrantee agrees that the Department will impose sanctions. Such sanctions include withholding of payments, cancellation, termination, or suspension of the agreement in whole or in part. In such an event, the Department shall notify the subgrantee and its implementing agency of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The subgrantee shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

13. Access to Records and Monitoring. The Department, National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), and the Chief Financial Officer and Auditor General of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the subgrantee and its implementing agency, and to relevant books and records of the subgrantee, its implementing agency, and its consultants and contractors under this agreement, as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with OMB Circular A-133, as revised, monitoring procedures will include, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and status checks of subgrant activity via telephone calls from Safety Office staff to subgrantees. By entering into this agreement, the subgrantee and its implementing agency agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the subgrantee or its implementing agency is performed, the subgrantee agrees to bring the project into compliance with the subgrant agreement. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The Department shall unilaterally cancel this subgrant if the subgrantee or its implementing agency refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the subgrantee or its implementing agency in conjunction with the subgrant.

14. Audit. The administration of resources awarded by the Department to the subgrantee may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fsaa.state.fl.us.

Recipients of federal funds (i.e. state, or local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

In the event that the subgrantee expends $500,000 or more in Federal awards in its fiscal year, the subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Page 1 of this agreement indicates the source of Federal funds awarded through the Florida Department of Transportation by this agreement. In determining the Federal awards expended in its fiscal year, the subgrantee shall consider all sources of Federal awards, including Federal funds received from the Department of Transportation. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the subgrantee conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed above, the subgrantee shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the subgrantee expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the subgrantee expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the subgrantee directly to each of the following:

(a) Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

(b) Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, IN 47132

(c) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

In the event that a copy of the reporting package for an audit required by this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320(e)(2), OMB Circular A-133, as revised, the subgrantee shall submit the required written notification pursuant to Section .320(e)(2) and a copy of the subgrantee's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

In addition, pursuant to Section .320(f), OMB Circular A-133, as revised, the subgrantee shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued to the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

15. Retention of Records. The subgrantee shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or Auditor General access to such records upon request. The subgrantee shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Records shall also be maintained and accessible in accordance with 49 CFR, Section 18.42 or 49 CFR, Section 19.53.

16. Procedures for Reimbursement. All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 07). Appropriate documentation supportive of the reported costs must accompany each claim.

The subgrantee or its implementing agency shall submit financial reimbursement forms to the Safety Office at least once each quarter as costs are incurred and payment is made. The only exception is when no costs are incurred during a quarter. Reimbursement for subgrants with personnel costs shall be made after every two pay periods if paid bi-weekly. Personnel costs reimbursement shall be requested monthly if payroll is on a monthly basis. Failure to submit reimbursement requests in a timely manner shall result in the subgrant being terminated.

All requests for reimbursement of Operating Capital Outlay items having a unit cost of $5,000 or more and a useful life of one year or more shall be accompanied by a **Non-Expendable Property Accountability Record** (FDOT Form No. 500-065-09). Payment of the Operating Capital Outlay costs shall not be made before receipt of this form.

A final financial request for reimbursement shall be postmarked no later than October 31 following the end of the subgrant period. Such request shall be distinctly identified as **Final**. Failure to submit the invoice in a timely manner shall result in denial of payment. The subgrantee agrees to forfeit reimbursement of any amount incurred if the final request is not postmarked by October 31 following the end of the subgrant period.

The Safety Office has a 30-day review process of financial reimbursement requests from the date of receipt. Reimbursement requests will be returned if not completed properly.

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by the agreement are governed by the terms of 49 CFR, Section 18.34, 49 CFR, Section 19.36, or OMB Circular A-110.

In addition to the provisions for 49 CFR, Part 18 and 49 CFR, Part 19, the State Safety Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

(a) The copyright in any work developed under a subgrant or contract under a subgrant; and
(b) Any rights of copyright to which a subgrantee or a contractor purchases ownership with subgrant support.

18. Property Accountability. The subgrantee or its implementing agency shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or OMB Circular A-110. This obligation continues as long as the property is retained by the subgrantee or its implementing agency, notwithstanding the expiration of this agreement.

19. Disputes. Any dispute, disagreement, or question of fact arising under the agreement shall be decided by the State Safety Office in writing and shall be distributed to parties concerned. A written appeal may be made within 30 calendar days to the Governor's Highway Safety Representative at the Florida Department of Transportation, 605 Suwannee Street, MS 57, Tallahassee, Florida 32399-0450, whose decision is final. The subgrantee and its implementing agency shall proceed diligently with the performance of the agreement and in accordance with Department's decision.

20. Conferences, Inspection of Work. Conferences may be held at the request of any party to this agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

21. Publication and Printing of Observational Surveys and Other Reports.

(a) Before publication or printing, the final draft of any report or reports required under the agreement or pertaining to the agreement shall be submitted to the State Safety Office for review and concurrence.
(b) Each publication or other printed report covered by Paragraph 21.a. above shall include the following statement on the cover page:
  (1) This report was prepared for the State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
  (2) The conclusions and opinions expressed in these reports are those of the subgrantee and do not necessarily represent those of the State of Florida, Department of Transportation, State Safety Office, the U.S. Department of Transportation, or any other agency of the State or Federal Government.

22. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this subgrant, or any project, program, or activity that receives or benefits from this subgrant award. The subgrantee and its implementing agency agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60.

23. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, Florida Statutes, the subgrantee and its implementing agency shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of subgrantee, implementing agency, and its contractor, consultant, agents and employees. The subgrantee and its implementing agency shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the subgrantee's or its implementing agency's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this agreement specifically agree that no provision in this agreement is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement.

24. Disadvantaged Business Enterprises (DBE).

(a) The subgrantee and its implementing agency agree to the following assurance:

The subgrantee and its implementing agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26. The subgrantee shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the subgrantee of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) The subgrantee and its implementing agency agree to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the subgrantee, its implementing agency, or the Department deems appropriate.

25. Restrictions on Lobbying. The subgrantee and its implementing agency agree to comply and require consultants and contractors to comply with 49 CFR, Part 20, **New Restrictions on Lobbying**, for filing of certification and disclosure forms.

No funds granted hereunder shall be used for the purpose of lobbying the legislature, the judicial branch, or state agencies. Section 216.347, Florida Statutes.

26. How Agreement is Affected by Provisions Being Held Invalid. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

27. Federal Requirement for Public Service Announcements. All public service announcements produced with Federal Highway Safety funds shall be closed captioned for the hearing impaired.

28. Public Awareness Materials and Promotional Items. All public awareness materials and promotional items reimbursed with subgrant funds shall contain a traffic safety message. Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation." shall appear on all items.

The name of the subgrantee or implementing agency and its logo can appear on printed materials and promotional items. The names of individuals connected with the subgrantee shall not appear on printed materials and promotional items paid for with Federal highway safety funds.

Before printing public awareness materials or ordering promotional items, a final draft or drawing of the items shall be submitted to the State Safety Office for review. The Office shall provide written approval for reimbursement if the items are appropriate for purchase under this agreement. Copies of all public awareness materials purchased with Federal highway safety funds shall be attached to the forms requesting reimbursement for the items.

29. Term of Agreement. Each subgrant shall begin on the date of the last party to sign the agreement and shall end on September 30, following, unless otherwise stipulated by the State Safety Office on the first page of the respective agreement. The subgrant period shall not exceed 12 months.

30. Clean Air Act and Federal Water Pollution Control Act. For subgrant awards in excess of $100,000 the subgrantee and its implementing agency agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). The subgrantee shall include this provision in all subcontract awards in excess of $100,000.

31. Personnel Hired Under Agreement. The head of any implementing agency receiving first year funding for a new position(s) through a subgrant shall provide written notification within 30 days of the agreement being awarded to the State Safety Office that a new position(s) has been created in the agency as a result of the subgrant being awarded.

Any and all employees of the subgrantee or implementing agency whose positions are funded, in whole or in part through a subgrant, shall be the employee of the subgrantee or implementing agency only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the subgrantee or its implementing agency.

32. Repossession of Equipment. Ownership of all equipment purchased with Federal highway safety funds rests with the subgrantee and its implementing agency; however, the USDOT maintains an interest in the equipment for three fiscal years following the end of the subgrant period. Any equipment purchased with Federal highway safety funds that is not being used by the subgrantee or its implementing agency for the purposes described in the subgrant shall be repossessed by the State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this subgrant.

33. Replacement or Repair of Equipment. The subgrantee and its implementing agency are responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of use. Federal regulations prohibit funding equipment replacement.

34. Ineligibility for Future Funding. The subgrantee and its implementing agency agree that the Department shall find the subgrantee or its implementing agency ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits,
(b) Failure to continue funding positions created with highway safety funds after the Federal funding cycle ends,
(c) Failure to provide required quarterly and final reports in the required time frame,
(d) Failure to perform work described in Part II of the subgrant agreement,
(e) Providing fraudulent quarterly reports or reimbursement requests,
(f) Misuse of equipment purchased with Federal highway safety funds.

35. Safety Belt Policy. Each subgrantee and implementing agency shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be submitted with the subgrant application.

36. Safety Belt Enforcement. All law enforcement agencies receiving subgrant funds shall have a standard operating procedure regarding enforcement of safety belt and child safety seat violations. A copy of the procedure shall be attached to the subgrant application.

Law enforcement agencies receiving subgrant funds shall participate in the safety belt enforcement waves conducted in Florida and shall report their participation on the appropriate form by the deadline. Failure to participate shall result in the subgrant being terminated.

37. Certification for Equipment Costing More than $500 per Item. The head of any implementing agency purchasing equipment costing more than $500 per item shall send a letter to the Safety Office upon award of the subgrant certifying that none of the items being purchased with federal highway safety funds is replacing previously purchased equipment, whether the equipment was purchased with federal, state, or local funds.

38. Checkpoint Reporting. Any law enforcement agency that conducts DUI checkpoints shall attach a copy of the **After Action Report** for each checkpoint operation conducted during a quarter to its **Quarterly Progress Report of Performance Indicators.**

39. Child Safety Seats. Any implementing agency that receives funds to purchase child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician. Failure to comply with this provision shall result in the termination of this agreement.

40. Special Conditions.