



## PRIVATE REBUILT MOTOR VEHICLE INSPECTION PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is between the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as “FLHSMV” or “Department”, and

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whose permanent mailing address is:

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hereinafter referred to as “Participant”.

1. The purpose of this MOU is to establish the parameters by which the Participant may participate in the Private Rebuilt Motor Vehicle Inspection Program (PRVIP) authorized by section 319.141, Florida Statutes. Both parties agree to be bound by the provisions of sections 319.14, 319.141, 319.23, and 319.30, Florida Statutes, and the terms and conditions set forth herein.
2. The Participant shall utilize an electronic filing system, provided by the Department, to enter “real-time” rebuilt inspection transactions. This system will be connected with FLHSMV’s Florida Real-Time Vehicle Information System (FRVIS) database and the National Motor Vehicle Title Information System (NMVTIS). FLHSMV will approve the connectivity and the system utilized.
3. When a rebuilt inspection is conducted by the Participant and provided to FLHSMV, the Participant shall assume full responsibility for the accuracy of the inspection and FLHSMV shall be held harmless from and shall not be liable for any damage or loss, if any resulting from the transaction, including issuance of a Florida rebuilt inspection decal.
4. The Participant and FLHSMV shall access, use and maintain the confidentiality of all information received under this MOU in accordance with Chapter 119, Florida Statutes, and the Driver Protection Privacy Act (DPPA), 18 United States Code Sections 2721-2725. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section may be guilty of a misdemeanor of the first degree punishable as provided in sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

In ensuring compliance with DPPA, the Participant and FLHSMV mutually agree to the following:

- a. Information exchanged will not be used for any purposes not specifically authorized by this agreement or by state or federal law, as applicable. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.

- b. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
  - c. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
  - d. All Participant personnel with access to the information exchanged under the terms of this agreement will be instructed of, and acknowledge their understanding in writing of, the confidential nature of the information. These acknowledgements must be updated at least annually by the Participant.
  - e. All Participant personnel with access to the information will be instructed of, and acknowledge their understanding in writing of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be updated at least annually by the Participant.
  - f. By signing this MOU, each party attests that they have procedures in place that will ensure the confidentiality of the information exchanged will be maintained throughout the term of this MOU.
  - g. The Participant shall immediately notify FLHSMV and the affected individual(s) following the determination that personal information has been compromised by any unauthorized access, distribution, use, modification, or disclosure. The statement to FLHSMV must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information.
5. All inspections, procedures and program-related transactions shall be carried out by the Participant in compliance with Attachment A – Rebuilt Motor Vehicle Inspection Program Procedure, which is incorporated herein.
  6. All costs incurred and fees assigned by the Participant to participate in the PRVIP will be their sole responsibility. This includes, but is not limited to, the banking set-up fees for remittance processing.
  7. This MOU is not assignable to a third party either in whole or in part.
  8. The Participant shall comply with Attachment B - Oversight Procedures, which is incorporated herein. The Participant shall also comply with any other policies, procedures, and requirements set forth by FLHSMV and the Florida Statutes, in performance of services related to the MOU or the terms and conditions hereof.
  9. The Department shall conduct an onsite facility inspection at least once per quarter and shall immediately terminate any Participant from the program who fails to meet the minimum requirements.
  10. This MOU is subject to any restrictions, limitations or conditions enacted by the Florida Legislature, which may affect any or all terms or provisions of this MOU in any manner. The Participant agrees that written notice from FLHSMV of any such restrictions, limitations, or conditions being enacted by the Florida Legislature will constitute a modification or amendment to this MOU until such time as such restriction, modification or condition is reduced to writing and duly executed by each party. FLHSMV will advise the Participant of any such actions taken by the Florida Legislature as soon as

possible, but lack of notification by FLHSMV does not negate the legal requirement to comply with all applicable provisions of law. The Participant may immediately terminate this MOU in writing to the Department if it decides not to comply with the modifications or amendments to this MOU.

11. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding, MOU, or other document governing the subject matter hereof not incorporated herein shall be binding on either party. The parties agree that during the term of this MOU the Department may make changes to the policies and procedures of the Program, which will become effective upon written notification to the Participant.
12. This MOU is subject to the right of either party to terminate the MOU at any time without cause by giving the other party no less than thirty (30) calendar days' prior written notice of such termination. Termination initiated by the Participant must be directed to the attention of:

Bureau Chief, Dealer Services  
Neil Kirkman Building, Room C214, MS-55  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0500

Termination initiated by FLHSMV must be directed to the attention of:

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13. Pursuant to the dispute resolution provisions of Section 31 of this MOU, this MOU may be terminated for cause by FLHSMV for failure of the Participant to meet the terms of this MOU, or comply with section 319.141, Florida Statutes, without penalty to FLHSMV.
14. The Participant agrees that this MOU is subject to section 119.0712(2), Florida Statutes, and the Federal Driver Privacy Protection Act, 18 United States Code Sections 2721-2725, and that all personal information and vehicle information which is considered privileged and confidential under Florida law and is contained in any information forwarded to the Participant under this MOU will not be released by the Participant to any individual or other legal entity. Any release of information by the Participant to any unauthorized individual or other legal entity may result in FLHSMV terminating this MOU and the Participant will hold FLHSMV harmless for any resulting damage or loss. Notwithstanding any other time limits herein, FLHSMV may terminate this MOU for such unauthorized use or disclosure by written notice to the Participant, and such notice shall be effective upon e-mail transmission to the Participant or five (5) days from the date of mailing of such notice.
15. Public Records Requirements.
  - a. Documents produced as a result of this MOU shall be public records governed by the provisions of Chapter 119, Florida Statutes, and other applicable provisions of law.

- b. The Participant agrees that the Department may unilaterally cancel this MOU for refusal by the Participant to allow public access to all documents, papers, letters, or other material made or received by the Participant in conjunction with this MOU, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.
- c. The Participant, when acting on behalf of the Department, shall in addition to all other conditions of this MOU:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services contemplated by the MOU.
  - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.;
  - iii. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
  - iv. Upon completion of the MOU, transfer, at no cost to the Department, all public records in possession of the Participant or keep and maintain public records required by the Department to perform the service. If the Participant transfers all public records to the Department upon completion of the MOU, the Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participant keeps and maintains public records upon completion of the MOU, the Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or MOU Manager, in a format that is compatible with the information technology systems of the Department.
- d. Pursuant to subsection 119.0701(3), Florida Statutes, in the event the Participant fails to comply with the Department's request for records, the Department will enforce all MOU provisions related to public records requests by assessing the following:
  - i. First violation - \$100 penalty
  - ii. Second violation - \$250 penalty
  - iii. More than two (2) violations - \$500 penalty or MOU termination, depending upon the nature of the records violation.
- e. The MOU or may be subject to penalties under section 119.10, Florida Statutes, for a failure to provide public records to the Department within a reasonable time.

**IF THE PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTICIPANT'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, [OGCFILING@FLHSMV.GOV](mailto:OGCFILING@FLHSMV.GOV), PUBLIC RECORDS COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399.**

16. The Participant agrees to maintain all records relating to the PRVIP process and make these records, as well as the rebuilt inspection location itself, available for inspection by the Department during any normal business hours. The Department may examine all records pertaining to any inspection or related service performed under the private rebuilt motor vehicle inspection program.
17. The Participant agrees to have and maintain a Surety Bond or Irrevocable Letter of Credit in the amount of \$100,000 for all activities in Florida under the PRVIP as outlined herein and FLHSMV must be named as an insured under such bond. Subject to the limit of the bond the bonding company as Surety must indemnify FLHSMV as Obligee or Beneficiary for any loss or damages it may sustain by reason of failure or default on the part of the Participant as Principal to adhere to the provisions of this Memorandum of Understanding. (If this Memorandum of Understanding is terminated by the Participant or the Department, the \$100,000 Surety Bond must remain in effect for one year after cessation of business activities to cover any loss or damages that may arise.)
18. The Participant agrees to have and maintain garage liability insurance with a minimum of \$100,000 single-limit liability coverage, including bodily injury and property damage protection.
19. Before a Participant is approved, FLHSMV shall ensure that they meet basic criteria designed to protect the public as well as all the requirements set forth in Section 319.141 Florida Statutes, this MOU and all attachments (Attachments A, and B). The Department shall immediately terminate any Participant from the program who fails to meet the minimum eligibility requirements specified in 319.141(4), Florida Statutes.
20. The Participant agrees to indemnify and hold harmless FLHSMV and its officers, agents and employees from any and all claims, actions, damages or losses whatsoever, arising from the activities performed as described in this MOU, which may be brought or alleged against FLHSMV, its employees or agents: for unauthorized disclosure of information; due to the negligence, wrongful acts, errors, or omissions of the Participant, including its employees or agents; or resulting from delays from equipment, software or communication failures, except failure due to *force majeure*.
21. FLHSMV shall not be responsible for any error or transmission of inaccurate information by the Participant or any rebuilt inspection transaction. The Participant agrees to indemnify and hold harmless FLHSMV for any damage or loss, if any, sustained by FLHSMV or any other party affected by this MOU.
22. Participant and its subcontractors, if any, shall cooperate with the Inspector General in any investigation, audit, inspection, review or hearing, pursuant to section 20.055, Florida Statutes.
23. This MOU shall become effective on the date of execution by the last signatory and shall continue in force until modified, amended or terminated.
24. Any amendment or modification to this MOU shall be in writing duly executed by each party's

authorized official.

25. This MOU is entered into in the State of Florida and is governed by the provisions of the laws of the State of Florida. Venue for any dispute arising from this MOU shall be in Leon County, Florida.
26. The Department may, at its option, terminate this MOU if the Participant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes; or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
27. The Participant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. This includes, but is not limited to, compliance with Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq.; the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; and all prohibitions against discrimination on the basis of age, race, color, sex, pregnancy, gender identity, sexual orientation, religion, national origin, disability, veteran status, marital status, genetic information, or on any other basis protected under the law.
28. The Participant shall deposit all monies owed to the Department in an account with a state or federally chartered commercial bank insured by the Federal Deposit Insurance Corporation, or in an account with a state or federally chartered credit union insured by the National Credit Union Administration.
29. The Participant and any subcontractor(s), if applicable, must comply with the requirements of section 448.095, Florida Statutes, regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees.
30. Pursuant to section 216.1366, Florida Statutes, the Department is authorized to inspect: (a) financial records, papers, and documents of the Participant that are directly related to the performance of the MOU or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Participant which the Department determines are necessary to monitor the performance of the MOU or to ensure that the terms of the MOU are being met. The Participant shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.
31. If applicable, the Participant must comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Participant's most recent IRS Form 990, Return of Organization Exempt from Income Tax.
32. Dispute Resolution
  - a. The sole and exclusive means for the resolution of all disputes affecting a Participant's substantial interests that are related to or arising from this MOU, including a decision by the Department to terminate this MOU for cause, is pursuant to proceedings conducted in accordance with sections 120.569 and 120.57, F.S.
  - b. The Department shall provide the Participant with written notice of the Department's intended action pursuant to this MOU.

- c. The Department's intended action shall be final and conclusive unless, within twenty-one (21) days after the date of receipt of notice of the Department's intended action, the Participant files with the Department a written request for an administrative hearing pursuant to sections 120.569 and 120.57, F.S. If the Participant fails to file with the Department a request for an administrative hearing within twenty-one (21) days after receipt of notice of the Department's intended action, the Participant shall have waived the right subsequently to request a hearing on such matters. The Department reserves the right to take emergency action pursuant to section 120.569(2)(n), F.S., and Rule 28-106.501, Florida Administrative Code.

The Department's decision following any administrative hearing shall be final, subject only to the Participant's right to review pursuant to section 120.68, F.S.

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In witness whereof, the undersigned have caused this MOU to be executed by their authorized officials as of the last date indicated below.

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

\_\_\_\_\_  
Chief, Bureau of Purchasing and Contracts

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For: Private Rebuilt Motor Vehicle Inspection Facility**

\_\_\_\_\_  
Participant, Private Rebuilt Motor Vehicle Inspection Program

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
FEID

**Participant Contact Information:**

Participant name/s: \_\_\_\_\_

\_\_\_\_\_

Telephone number/s: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_



## **Attachment A**

### **Florida Department of Highway Safety and Motor Vehicles Division of Motorist Services Private Rebuilt Motor Vehicle Inspection Program**

#### **Private Rebuilt Motor Vehicle Inspection Program Procedure**

##### **I. Provisions of Law Implemented: F.S. 319.14, 319.141, 319.23, and 319.30**

###### **A. General Information:**

1. Becoming a Participant in the Private Rebuilt Motor Vehicle Inspection Program is a two (2) step process that requires a documentation review first, and then a physical inspection of a rebuilt motor vehicle.
2. Only rebuilt motor vehicle inspections shall be conducted at the certified facility.
3. Issuance of Temporary Tags
  - a. A temporary tag issuance request form shall be provided to a rebuilt applicant when an appointment is scheduled at an authorized facility for a rebuilt motor vehicle inspection, and a permanent license plate or dealer plate cannot legally be issued to the applicant.
  - b. The applicant may obtain a temporary tag at a Tax Collector, Tag Agency or Regional Office in order to transport the vehicle to an authorized facility provided that the applicant can present proof of a valid driver's license and insurance (F.S. 320.131). The applicant shall obtain an authorization notice that is stamped by the authorized facility confirming that a scheduled appointment has been made for the purpose of conducting a rebuilt inspection at that facility. The authorization notice may be faxed from the facility to any of the above authorized issuance offices.
4. The Department of Highway Safety and Motor Vehicles (DHSMV) TL 37 Procedure (Application for Certificate of Title for a Rebuilt Motor Vehicle, Mobile Home or Motorcycle Previously Declared Salvage or Junk) provides specific requirements concerning the application for certificate of title for a rebuilt vehicle.
5. Fees – The Rebuilt Motor Vehicle Inspection Facility may charge a service fee in addition to the statutory fee and shall provide a receipt to the rebuilt applicant itemizing facility fees separate from the statutory required fee.
6. Only trained inspectors, who have been authorized by FLHSMV, can conduct a rebuilt documentation review, motor vehicle physical inspection and rebuilt decal placement. Training programs must be authorized and approved by the Department.

## **II. Rebuilt Inspection Services**

Rebuilt inspection services means an examination of a rebuilt vehicle and a properly endorsed certificate of title, salvage certificate of title, or manufacturer's statement of origin and an application for a rebuilt certificate of title, a rebuilder's affidavit, a photograph of the junk or salvage vehicle taken before repairs began, if available, a photograph of the interior driver and passenger sides of the vehicle if airbags were previously deployed and replaced, receipts or invoices for all major components parts, as defined in F.S. 319.30, and repairs which were changed, and proof that notice of rebuilding of the vehicle has been reported to the National Motor Vehicle Title Information System (NMVTIS). A Participant may not conduct an inspection of a vehicle purchased in complete rebuilt condition without prior approval by the Department.

### **A. Review of Documentation**

The rebuilt applicant must submit the following documents to the certified inspection facility to be reviewed for completeness and accuracy.

1. Proof of Florida residency. For this Program the rebuilt applicant must be a Florida resident. The Facility Inspector must verify that the rebuilt applicant is a Florida resident. This is generally done via an examination of the applicant's driver license and, for licensed motor vehicle dealers, through the FLHSMV website. There are, however, other legal means for proving Florida residency.
2. Proof of Ownership
  - a. Salvage/Rebuildable Certificate of Title (In State/Out of State) in the applicant's name.
  - b. Power of Attorney – Required when titled owner is not present to submit a rebuilt application and supporting documentation.
  - c. Court Order/Bill of Sale – In Lieu of title a Court Order or Bill of Sale may be accepted, if it meets all of the requirements outlined in the DHSMV Procedure TL 07.
3. Inspection fee. Applicant shall submit an initial inspection fee of \$40.00, or \$20.00 for re-inspection, and payment shall be entered into the Department's database (FRVIS). The vendor shall ensure that all sums due to the Department via the Electronic Payment System (EPS) are submitted electronically no later than five (5) working days after the close of the business day on which the transactions occurred.
4. Status of Vehicle Brand – Salvage/Rebuildable
  - a. Proof that notice of rebuilding of the vehicle has been reported to the National Motor Vehicle Title Information System (NMVTIS) is required. Printouts from the following systems constitute proof.
    - NMVTIS – National Motor Vehicle Title Information System

- FRVIS – Title Record Inquiry to verify title and vehicle status with the Department records.
- NICB – National Insurance Crime Bureau – To ensure vehicle or parts have not been reported as stolen.

5. Properly completed Statement of Builder Form (HSMV 84490)

- Only Rebuilt Facility Inspectors shall inspect a rebuilt motor vehicle and check the appropriate box on the form.
- Major component parts listed on this form must be consistent with repairs performed on the vehicle and the receipts submitted for the repair/replacement. Receipts or invoices for all Major Components Parts as defined in F.S. 319.30(1)(j) that were repaired or replaced on the vehicle.
  - Receipts must be in the name of the applicant or the repairshop that completed the repairs on the vehicle.
  - Identification number for each major component part/s used for the rebuilding of the vehicle must be shown on the receipt.
- The Rebuilt Facility Inspector shall complete the Section V (Office Use Only) that is a penalty of perjury clause declaring the rebuilt inspection findings.

6. Properly completed Application for Certificate of Title (HSMV 82040)

7. Pictures of the vehicle that captures damaged areas (taken prior to any repair work)

**B. Completion of Documentation Review**

After the documentation review is completed, verified and correct, a physical inspection shall be conducted.

- Documentation review “fails”- If the documentation review fails upon the initial visit, the rebuilt applicant shall be provided with an opportunity to correct the error(s) and return to continue with the rebuilt inspection process.
  - The rebuilt applicant will be provided with a Notice to Rebuilders for a failed application explaining the correction(s) needed. The facility shall maintain a copy for record keeping purposes along with other supporting documentation. Original documentation is retained at the facility until the rebuilt applicant returns, unless an original document requires signature or other original information. If the original documentation is returned to the rebuilt applicant, then the facility shall make a copy for records.
  - A fee of \$20.00 will be collected for each subsequent visit for documentation review until it passes, and up to sixty (60) days should be allowed to correct a failed inspection.

- c. Applicant's failed documentation shall be placed in a pending file for sixty (60) days. If after sixty (60) days the applicant does not return or if the correction is still pending, a new application, supporting documentation and \$40.00 fee will be required.
2. Documentation review "Pass" – If the documentation review passes then a physical inspection of the vehicle shall be conducted.

**C. Physical Inspection of the rebuilt vehicle**

Determine if the motor vehicle has been repaired as described on the documentation provided and that the vehicle does not appear to have any visible or suspicious alterations.

1. Verify the public vehicle identification number (VIN) and other identification numbers including Federal Safety labels.
  - a. It is unlawful to drive a vehicle with a missing, altered or removed VIN plate. If the vehicle is missing the Public VIN, the rebuilt inspection shall end, and the rebuilt applicant shall be referred to the DMS Regional Office for additional inspection requirements. See F.S.319.33(7)(a).
  - b. If the vehicle passes further inspection through the DMS Regional Office, a replacement VIN decal shall be ordered and affixed onto the vehicle. Once this is completed, the rebuilt applicant can return to the facility to continue the rebuilt inspection process.
2. Verify that all the major components parts were repaired or replaced according to the Statement of Builder and receipts provided.
3. The Facility Manager or Owner/Participant shall contact Law Enforcement (LE) to report any vehicle that is found to have suspicious discrepancies or abnormalities. The Division of Motorist Services Regional Office should also be notified in order to request that a stop be placed on the title record in FRVIS. Future inspections of this vehicle shall be conducted through the DMS Regional Office. If a motor vehicle under these circumstances, or any other circumstance, is referred to the DMS Regional Office, all the original documentation and explanation shall be delivered by an employee from the authorized facility or Law Enforcement to the local DMS Regional Office.
4. If the vehicle fails the physical inspection:
  - a. The rebuilt applicant will be provided with a "Notice to Rebuilders" for a failed inspection explaining the correction(s) needed.
  - b. For subsequent visits, a fee of \$20.00 will be collected.
  - c. Applicant's documents will be placed in a pending file for sixty (60) days. If after sixty (60) days the applicant does not return or if the correction is still pending, a new application, supporting documentation and \$40.00 fee will be required.

5. If the vehicle passes the physical inspection:
  - a. A Rebuilt decal shall be properly affixed to the vehicle (Refer to Procedure TL 37)
  - b. The Inspection results shall be entered electronically into the FRVIS system through a department approved portal the same day the inspection is completed.
  - c. All documents related to the rebuilt inspection will be stamped and placed in a sealed envelope except HSMV 82041 form. The HSMV 82041 form is a receipt for the State Fee of \$40 that shall be provided to the rebuilt applicant. The rebuilt applicant shall present this receipt upon application for a rebuilt title as evidence that a rebuilt inspection was conducted at an authorized facility.
  - d. The applicant will take the sealed envelope to the Tax Collector/Tag Agent to apply for a rebuilt certificate of title and registration.

#### **D. Rebuilt Decals Issuance and Accountability**

When a motor vehicle has passed both the documentation review and physical inspection, a Rebuilt Decal shall be affixed to the rebuilt vehicle. In order to do so, remove the red and white decal from the clear strip and affix, and slice through the decal before placing the clear laminate strip on top of the decal. If any previous rebuilt decals appear on the vehicle, they are to remain in place.

1. Rebuilt Decals Issuance
  - a. Motor Vehicles – The decals shall be affixed in the left front pillar, or as near as possible to this location. It should not be placed on a removable part such as a door.
  - b. Motorcycles – The decal is affixed on the “down tube” below the deck, generally aligned with the middle of the gas tank.
  - c. Mobile Homes / ASPT Vehicles – These inspections shall be conducted through the DMS Regional Office only.
2. Rebuilt Decals Accountability
  - a. If the rebuilt decal is damaged or defaced, the authorized facility inspector shall replace the decal with an undamaged decal, and record both decal numbers in the appropriate log maintained by the authorized facility.
  - b. The facility will appoint an authorized individual to maintain accountability of Rebuilt Decals.
  - c. The Rebuilt decals, the approved facility stamp and other documents must be safe and securely stored.

### **III. Application for Rebuilt Title**

When the Rebuilt Decal has been affixed to the motor vehicle, the facility inspector shall provide to the rebuilt applicant the following documents in a sealed envelope, so that the individual may apply for a rebuilt title through a Tax Collector or Tag Agency. Each of the documents below shall be stamped with the authorized facility approved stamp.

- A.** Original Application for Title / Registration (HSMV 82040)
- B.** Original Statement of Builder (HSMV 84490)
- C.** Original Facility Pass Inspection Receipt generated through the authorized facility's system
- D.** Copies of invoices/bill of sale for all major component parts
- E.** These items shall be placed in a sealed envelope with the approved facility stamp across the seam of the closed envelope and taped affixed over the stamp. This is to ensure that the envelope is not opened until it reaches the appropriate office.

The remaining rebuilt inspection documents, including the pictures, for each inspection shall be retained at the authorized facility for a period of five years, unless the facility is able to confirm, through an inquiry of the Department's database, that the rebuilt title was issued, and documentation imaged in the Department's database (FRVIS).

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## Attachment B

### Florida Department of Highway Safety and Motor Vehicles Division of Motorist Services Private Rebuilt Motor Vehicle Inspection Program

#### Oversight Procedures

**Purpose:** The purpose of this document is to provide the Department’s specific oversight requirements that an authorized Participant must agree to in order to operate an authorized Facility. The authorized Participant shall receive a Certificate of Authorization from the Department that shall be posted in an area accessible by the public in a clear and conspicuous manner at the authorized Facility.

#### **I. Definitions:**

- A. “Department” - The Florida Department of Highway Safety and Motor Vehicles (FLHSMV), Division of Motorist Services (DMS).
- B. “Facility” – A private rebuilt motor vehicle inspection facility authorized by the Department pursuant to section 319.141, Florida Statutes.
- C. “Applicant” – A person, firm, or corporation who submits an Application for Authorization as a Private Rebuilt Motor Vehicle Inspection Facility.
- D. “Participant” – The owner (person, firm, or corporation) who has received a Certificate of Authorization from the Department to operate a private rebuilt motor vehicle inspection Facility.
- E. “Rebuilt Inspection” - An examination of a rebuilt vehicle and a properly endorsed certificate of title, salvage certificate of title, or manufacturer’s statement of origin and an application for a rebuilt certificate of title, a rebuilder’s affidavit, a photograph of the junk or salvage vehicle taken before repairs began, if available, a photograph of the interior driver and passenger sides of the vehicle if airbags were previously deployed and replaced, receipts or invoices for all major component parts, as defined in s. 319.30, which were changed, and proof that notice of rebuilding of the vehicle has been reported to the National Motor Vehicle Title Information System (NMVTIS).
- F. “Rebuilt Facility Inspector (or Inspector)” - An employee of the authorized and certified Facility that has met the training requirements approved by the Department to conduct the examinations of the rebuilt vehicles, major component parts, all required supporting documents and affixing rebuilt decals in compliance with Department procedures.

#### **II. Participant Requirements and Facility Oversight:**

- A. **Participants will, at all times, meet the following requirements:**

1. Participant, including owners, partners, corporate officers, and the Facility Inspectors employed by the Facility must be digitally fingerprinted using a Florida Department of Law Enforcement (FDLE) provider to conduct a criminal background check which demonstrates that such persons have not been convicted of a felony, pled guilty to a felony, pled nolo contendere to a felony, or been incarcerated for a felony in the previous 10 years.
2. The owners, partners, corporate officers, and Inspectors at such Facility shall annually attest that he or she does not have a direct or indirect interest in any motor vehicle that the Facility has inspected or proposes to inspect, and is not employed by or does not have an ownership interest in or other financial arrangement with the owner, operator, manager, or employee of a motor vehicle repair shop as defined in s. 559.903, a motor vehicle dealer as defined in s. 320.27(1)(c), a towing company, a vehicle storage company, a vehicle auction, an insurance company, a salvage yard, a metal retailer, or a metal rebuilder, from which he or she receives remuneration, directly or indirectly, for the referral of customers for rebuilt inspection services. The Participant shall also annually attest that there have been no changes to the ownership structure of the approved Facility; and the only services being provided by such Participant at the Facility are rebuilt inspection services.

**B. Participants must maintain the following items at all times to continue to be authorized:**

1. Certification from the Florida Division of Corporations showing current registration of entity to conduct business in the state of Florida including any fictitious name registration, if applicable.
2. Surety bond or irrevocable letter of credit in the amount of \$100,000.00 executed in favor of the department. Such surety bond or letter of credit shall be issued by entities licensed to do business in this state.
3. Garage liability insurance with a minimum of \$100,000 single-limit liability coverage including bodily injury and property damage protection and any other insurance required by the department.
4. Proof of digital fingerprint receipt from Florida Department of Law Enforcement (FDLE) of the required criminal background check.

**C. The authorized Facility shall meet the following requirements:**

1. The Facility shall not be a motor vehicle dealership, towing company, a vehicle storage company, a vehicle auction, an insurance company, a salvage yard, a metal retailer, or a metal rebuilder.
2. The Participant shall secure and maintain a Facility at a permanent fixed structure, as evidenced by proof of ownership or written lease at an address



recognized by the United States Postal Service where the only services provided on such property are rebuilt inspection services.

3. The Facility must be large enough to accommodate all of the vehicles being inspected and have a covered area to accommodate at least two vehicles during inclement weather.
4. The Facility shall have immediate and direct access to a major public street or highway with signage to include the complete business name which advertises that only private rebuilt inspection services are provided at that Facility.
5. The Facility shall conduct business during normal business hours and shall be posted for the public to acknowledge. Normal business hours are between 8:00 AM to 5:00 PM, Monday through Friday. Extended hours or Saturday service may be considered upon prior approval by the Department.
6. The Facility must be properly zoned by local authorities and shall display a county-issued business license.
7. The Department shall conduct an onsite Facility inspection at least once per quarter and shall immediately terminate any Participant from the program who fails to meet the minimum eligibility requirements specified in this MOU and its attachments.
8. The Department shall have the discretion to discontinue a motor vehicle rebuilt inspection at the Facility. If the Department determines there is any discrepancy which would cause the vehicle not to pass a rebuilt vehicle inspection, the transaction shall be discontinued until further research is conducted by the Department.
9. The Facility shall have a permanently installed safe or a secure method to store inspection rebuilt decals and other related documents, as well as the approved Facility Stamp.
10. The Facility shall have a 24/7 monitoring alarm system and surveillance cameras with recording capabilities for the rebuilt inspection area(s). The recordings shall be available for a period of ninety (90) days.
11. The Facility shall have adequate space and security for vehicles while staging, holding, and customer parking to avoid traffic backup when loading, unloading, inspecting and parking vehicles.
12. The Facility shall have a designated secured office equipped to conduct business, which should include a telephone system, scanner, and internet connectivity for the purpose of accessing various required programs, such as the National Motor Vehicle Title Information System (NMVTIS), Web-based Florida Real Time Vehicle Information System (web-based FRVIS), and National Insurance Crime Bureau (NICB). The Facility shall also provide a static IP address for the authorized Facility

on the application.

13. The Facility must have an area for Department personnel for various purposes such as observations, interviews, audits or other related matters as needed or required by the Department.
14. The Facility must have a designated customer waiting area, a rebuilt inspection area separate and visually obstructed from any area accessible to the customer, and sufficient onsite customer parking.
15. The Facility must meet all zoning requirements and occupational license requirements that may be mandated by local and county ordinances.
16. The Facility shall maintain an adequate supply of tools and equipment with which to conduct rebuilt examinations and inspections to identify vehicles.

### **III. Operations:**

#### **A. Records Keeping**

1. The Participant shall operate in compliance with Department and other Regulatory requirements.
2. The Participant must be registered with the NMVTIS to obtain proof that notice of rebuilding of motor vehicles has been reported to NMVTIS for each vehicle presented for a rebuilt inspection. Proof shall be included with the documentation submitted for titling purposes to the rebuilt applicant and a copy shall be maintained at the Facility.
3. The Participant must enter Pass/Fail inspection results (real time) in FRVIS to the Department through an electronic filing system provided by the Department. A receipt shall be generated to indicate the Pass/Fail results from the rebuilt vehicle inspection for each vehicle inspected.
4. The Participant shall collect a statutory \$40.00 fee for each initial motor vehicle rebuilt inspection and a \$20.00 fee for any subsequent re-inspection that shall be remitted to the Department through a Department approved process. The Motor Vehicle Inspection Facility may charge a service fee in addition to the statutory fee and must generate a receipt for the rebuilt applicant that itemizes Facility fees separate from statutory required fees.
5. The Participant and employees shall allow access to the Facility and all records for inspection by any law enforcement agency upon request. The Department shall conduct an onsite Facility inspection at least once per quarter.
6. A Participant in the program shall access vehicle and title information and enter inspection results through an electronic filing system provided by the Department and

shall maintain records of each rebuilt vehicle inspection processed at such Facility for at least 5 years. Any documentation disposed of must be shredded to ensure compliance with Driver Privacy Protection Act (DPPA) requirements.

7. Facility shall comply with DPPA requirements to maintain confidentiality pertaining to personal information. It is prohibited to release or sell records related to the operations of the rebuilt motor vehicle inspection Facility.
8. Upon completion of a rebuilt inspection, the documentation shall be placed in a sealed envelope with an approved Facility stamp across the seam of the closed envelope and tape affixed over the stamp. This is to ensure that the envelope is not opened until it reaches a Tax Collector, Tag Agency or DMS Regional Office for title/registration issuance or an approved method for the electronic transmission of documents.
9. The Facility Manager or Owner/Participant shall contact Law Enforcement to report any vehicle found to have suspicious discrepancies or abnormalities. A request to place a stop on the vehicle record shall be placed by law enforcement through [DMV-Enforcement@FLHSMV.GOV](mailto:DMV-Enforcement@FLHSMV.GOV) . Future inspections of this vehicle shall be conducted through the DMS Regional Office. If a motor vehicle under these circumstances, or any other circumstance, is referred to the DMS Regional Office all the original documentation and explanation shall be delivered by an employee from the Facility or Law Enforcement to the local DMS Regional Office.
10. Any consumer complaints lodged against the inspection Facility will be investigated by Department personnel, and law enforcement if necessary; and expeditiously resolved by the Participant.

**B. Rebuilt Facility Inspectors:**

1. The Participant shall provide to the Department copies of the initial training certification and proof of a criminal history check for each Facility Inspector employed.
2. All Facility owners, partners, corporate officers, and Inspectors must undergo a level one criminal history check conducted by FDLE. Owners, partners, corporate officers, and Inspectors may not have been convicted of a felony, pled guilty to a felony, pled nolo contendere to a felony or been incarcerated for a felony in the previous 10 years.
3. An annual criminal history check shall be performed as stated above (item #1) for each owner, partner, corporate officer, and Inspector and proof shall be submitted to the Department with renewal application for each period. Proof shall be maintained by the Facility and available for inspection upon request by the Department.
4. Any person (student) interested in becoming an authorized Rebuilt Vehicle Inspection Inspector to conduct rebuilt vehicle inspections at an authorized Florida Department of Highway Safety and Motor Vehicles (FLHSMV) Private Rebuilt Vehicle Inspection

Provider (PRVIP) Facility is required to attend an initial (24) hour Rebuilt Vehicle Inspection Training course provided by FLHSMV or an approved FLHSMV PRVIP Trainer.

The initial (24) hour training will not be required for any person who participated in the 2013-2018 Pilot Rebuilt Vehicle Inspection Program and provides a copy of their certificate evidencing that they took the initial (24) hour training course. However, they will still be required to complete an up to (4) hour PRVIP Inspector continuing education training course from FLHSMV or an approved FLHSMV PRVIP Trainer. The certificate of completion must be submitted to FLHSMV prior to conducting rebuilt vehicle inspections.

5. Annually, each PRVIP Inspector shall complete an up to (4) hour PRVIP Inspector Training continuing education course from FLHSMV or an approved FLHSMV PRVIP Trainer and submit a copy of the certificate of completion to FLHSMV. This shall be submitted by the approved PRVIP Participant along with the required annual PRVIP renewal application. The up to (4) hour PRVIP Inspector training course may be completed no more than (2) months prior to the end of the renewal period. The renewal period for an approved PRVIP Participant is from October 1st through September 30th each year.
6. Only trained and certified Facility Inspectors shall conduct motor vehicle rebuilt inspections and engage in the placement of rebuilt decals.
7. Facility Inspector's attire shall appear uniformed and professional.
8. Facility must provide a temporary tag issuance request form if a scheduled appointment was made for a rebuilt customer in need of the issuance of a temporary tag. The request form shall be stamped with a Facility stamp approved by the Department and the rebuilt customer may present it to a local tax collector, or tag agency for the issuance of a temporary tag, along with fees, valid driver license and proof of insurance so the vehicle may be transported to the rebuilt motor vehicle inspection Facility for inspection.

**C. Rebuilt Decals:**

1. The Department shall provide rebuilt decals to the Facility. The Participant shall appoint an individual authorized to receive and request rebuilt decals from the Department.
2. The appointed authorized individual from the Facility is responsible to ensure the decals are printed properly prior to distribution for use by the Facility Inspectors.
3. The Department shall conduct a record inspection at the motor vehicle inspection Facility periodically that shall include the accountability of Rebuilt Decals.
4. The Facility must maintain a log of all decals received in numerical order. An individual log must be created for each batch of decals received from the Department. The log

must include decal numbers received, date received, name of the Facility and who received them.

5. The Facility must maintain a log depicting the issuance/voiding of rebuilt decals. The log must include Facility name, Inspector name, date decal issued; decal audit #; year, make, model, and complete VIN of the vehicle, title #; owner/dealer name and address, and name and address of courier, if applicable.
6. Voided decals are to be returned to the Department with completed voided decal form.

**D. Modifications:**

1. Participant is responsible for notifying Department upon various changes concerning ownership, employees and the Facility.
2. The Department shall immediately terminate any Participant from the program who fails to meet the minimum eligibility requirements specified in section 319.141(4). Before a change in ownership of a rebuilt inspection Facility, the current Participant must give the Department 45 days written notice of the intended sale. The prospective owner must meet the eligibility requirements of this section and execute a new memorandum of understanding with the Department before operation of the Facility.
3. The Participant shall notify the Department of any new corporate officer(s) (corporate update) who shall be digitally fingerprinted using a Florida Department of Law Enforcement (FDLE) provider to conduct a criminal background check, and proof shall be provided to the Department.
4. If the authorized Inspection Facility goes out of business, the Certificate shall be returned to the Department along with all other state-issued items.

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