



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

April 10, 2019

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

Solicitation Number: **DHSMV-ITB-025-19**

Title of Bid (items solicited): **Motor Vehicle Title Reassignment Form No. 82994 and Motor Vehicle Power of Attorney/Odometer Disclosure Form No. 82995**

Commodity Code(s): **55101500**

Date and Time Bids are Due: **May 14, 2019 no later than 3:00 p.m., EST**



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 Bidders monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at: http://www.myflorida.com/apps/vbs/vbs_main_menu

Note: 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.

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Attachments and Exhibits:

- Exhibit 1 - Bidder Contact Information
- Exhibit 2 - Bidder Qualification Questions
- Exhibit 3 - Price Sheet
- Exhibit 4 - Contractor Certification Regarding Scrutinized Companies List
- Exhibit 5 - Samples Form No. 82994 and Form No. 82995
- Exhibit 6 - Certification of Drug Free Workplace
- Attachment I - Scope of Services
- Attachment II - Department's Standard Contract

Solicitation Introduction

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- A. Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. Note the Procurement Officer's name, address, phone number(s) 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.
- C. Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.4 Calendar of Events, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.6 Addenda.
- D. Follow the format required in the Solicitation** when preparing your bid submittal. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- E. Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are reviewed based solely on the information and materials provided in your bid submittal.
- F. Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- G. Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- H. Submit your bid submittal on time.** Note all of 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 bid submittals are never accepted.

1.0 Purpose and General Overview

1.1 Purpose

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to establish a contract with a Vendor for the procurement of Form No. 82994, Title Reassignment Form, a two (2) part carbonless snap out form; and Form No. 82995, Motor Vehicle Power of Attorney/Odometer Disclosure, a three (3) part carbonless snap out form.

All forms to be provided as a result of this ITB shall meet the specifications referenced in Attachment I, Scope of Services. Quantities included herein (see, exhibit 3 - Price Sheet) are estimated only. The successful Bidder should be prepared to provide more or fewer forms, based on Department need and funding.

1.2 Definitions

- A. **Authorized Representative:** The owner, corporate officer, or director of the Contractor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- B. **Bid:** All information and materials submitted by a Bidder in response to this solicitation.
- C. **Contract:** A formal written agreement that may be required to be executed by the successful bidder and the Department containing all terms and conditions applicable to any purchase to be made as a result of this ITB. The terms “contract” and “purchase order” are intended to be used interchangeably herein. (NOTE: Whether a contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- D. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- E. **Day:** A calendar day, unless otherwise specified.
- F. **ITB:** Invitation to Bid.
- G. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2. (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- H. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- I. **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. See solicitation to determine whether subcontracting is permitted.

- J. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably.)

Also see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

1.3 Procurement Officer

The Procurement Officer, acting on the behalf of the Department, is the sole point-of-contact regarding all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to:

Corina Chiorescu
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B414, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3176
CorinaChiorescu@flhsmv.gov

Subsection 287.057(23), Florida Statutes (Fla. Stat.), 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 seventy-two (72) hour period following the agency posting of 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.”

1.4 Term

The contract term shall be for a period of three (3) years from the date of contract execution or issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to two (2) years.

The dates indicated on Exhibit 3 – Price Sheet and/or in Section 2 are anticipated and should not be construed as the actual term dates of the resultant contract.

Renewal may be structured as a single two-year term, two (2) one (1) year terms, or any combination totaling no more than two (2) years. Exercise of the renewal option is at the Department’s discretion and will be contingent upon satisfactory service, and subject to annual appropriation by the State Legislature (See, subsection 287.057(13), Fla. Stat.).

Pursuant to section 216.0113, Fla. Stat., the Department shall review existing contract renewals and re-procurements with the Contractor in an effort to reduce contract payments by at least three percent (3%), but not affect the level and quality of services.

The Department will issue a purchase order to the Successful Bidder in order to enter the purchase into the state’s accounting and purchasing databases. The Department may also require the Successful Bidder to execute a formal contract document that will be incorporated in and attached to the purchase order.

2.0 ITB Process Overview

2.1 General Overview

The Invitation to Bid (ITB) is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1)(a), Fla. Stat., and awarding a contract to the bidder submitting the lowest (cost) responsive and responsible bid (i.e., successful bidder). The Department posts an ITB on the State of Florida Vendor Bid System (VBS) to initiate the process.

2.2 Bidder Questions

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 Procurement Officer above, within the time indicated in Section 2.4 Calendar of Events. **Questions must reference DHSMV-ITB-025-19 in the subject line of the e-mail.**

Responses to questions will be posted on the VBS on or about the date referenced in Section 2.4 Calendar of Events. Also, see Section 2.6 Addenda.

Note: The Department reserves the right to respond to late-submitted questions if to do so is in the state's best interest (e.g., the question identifies inconsistent terms that could negatively impact service delivery or pricing).

2.3 Bid Opening

The Department will hold a public opening of the bids at the date, time and location indicated in Section 2.4 Calendar of Events.

2.4 Calendar of Events

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events may be subject to change. It is the bidder's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for submitting all required documentation by the dates and times indicated below (Eastern Time). The Department will not consider late documents.

DATE	TIME	ACTIVITY
April 10, 2019		Solicitation issued.
April 17, 2019	3:00 p.m.	All questions must be submitted in writing to the Procurement Officer.
April 24, 2019		Anticipated date that responses to written inquiries will be posted on the VBS.
May 14, 2019	3:00 p.m.	Bids are due.

May 14, 2019	3:30 p.m.	Public Bid Opening <u>Location</u> Florida Department of Highway Safety and Motor Vehicles 2900 Apalachee Parkway Tallahassee, Florida 32399
May 28, 2019		Anticipated date of posting of intent to award.
July 1, 2019		Anticipated contract start date.

2.5 Protest of terms, Conditions and Specifications

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57(3), Fla. Stat.) For purposes of this provision, the term “the solicitation” includes this ITB, any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation.

2.6 Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Vendor Bid System at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Written answers to questions received by the Department will become part of this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

2.7 Disclosure of Bid Contents

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.8 Modification or Withdrawal of Bid.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

2.8 Modification or Withdrawal of Bid

Bidders may modify a bid at any time prior to the bid due date by sending the modified bid submittal to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

2.9 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of Bidders doing business with the State is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime Bidders and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (see Attachment I, Section 1.4, Minority and Service-Disabled Veteran Business Enterprise Report)

2.10 Non-Exclusive Rights

The right to provide the commodities or services, which will be granted under the resultant Contract shall not be exclusive. The Department reserves the right to contract for and purchase commodities or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract.

2.11 Bid Tenure

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

2.12 Accessibility for Disabled Persons

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

2.13 Solicitation Conflicts and Order of Precedence

All bids are subject to the terms and conditions of this ITB which, in case of conflict, shall have the following order of precedence:

- A. Addenda, in reverse order of issuance;
- B. Invitation to Bid, including Attachment I, Scope of Services and Attachment II, Sample Standard Contract;
- C. [General Contract Conditions \(PUR 1000\)](#) (Section 7.1 General Contract Conditions (PUR1000)); and
- D. [General Instructions to Respondents \(PUR 1001\)](#) (Section 3.1 Introduction).

2.14 Cooperation with the Inspector General

The Contractor shall cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Fla. Stat.

3.0 Bid Instructions

3.1 Introduction

This section contains the General Instructions to Respondents and Special Instructions. The General Instructions to Respondents (PUR 1001) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR 1001 are not applicable:

- A. Section 3. Electronic Submission of Responses
For this ITB, bid submittals shall be submitted in accordance with Section 5. Bid Submission Instructions of this solicitation.
- B. Section 4. Terms and Conditions
For this ITB, Terms and Conditions shall be in accordance with Attachment II - Standard Contract, and ITB 025-19.
- C. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 Bidder Questions of this solicitation.

The Special Instructions are in the sections below starting with Section 3.2 Bidder Qualification Questions.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

3.2 Bidder Qualification Questions

Bidders will submit a Yes/No response to the Bidder Qualification Questions on Exhibit 2 attached hereto and made a part of the ITB, which must be submitted with the bidder's bid submittal. An answer of "no" to any question may result in rejection of the bid.

The Department reserves the right to verify the Bidder's status for each of the Qualification Questions.

3.3 MyFloridaMarketPlace Transaction Fee

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which each Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, Florida Administrative Code (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, each Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding

payments, a Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Each 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 procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

3.4 MyFloridaMarketPlace Registration

Each Bidder doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, F.A.C.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in section 287.012, Fla. Stat., with any prospective Contractor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A Bidder not currently registered in the MyFloridaMarketPlace system must do so within five (5) days after posting of intent to award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website

(link available under Vendors at

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace

Prospective Vendors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the State Purchasing Office, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

3.5 Florida Department of State Registration

Pursuant to section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Bidder agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the Bidder be awarded the contract. Website:

<https://dos.myflorida.com/sunbiz/>

3.6 Florida Substitute Form W-9 Process

Bidders **must** register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information Bidders provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Bidders, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded Bidder (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

3.7 Scrutinized Companies and Prohibited Business Activities

The Department may, at its option, terminate the Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Contractor must certify in writing, annually, using **Attachment III** to the Department's Standard Contract (included in Attachment II to this ITB) (that its company is not engaging in a boycott of Israel, in accordance with s. 287.135(5), F.S.

3.8 Price Sheet Instructions

The Bidder must submit an Exhibit 3 – Price Sheet (attached) to be considered for award.

- A. The Bidder shall provide a price(s) in each cell of the price sheet. Failure to provide a price in a cell may deem the price sheet non-responsive.
- B. The Bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Bidder's price sheet calculations are identified, unit prices submitted by the Bidder will be used to determine the total price for that Bidder.

Price(s) will be final based on Department verification. Department corrected price sheets will be made available upon written request to the Bidder.

- D. Shipping

In accordance with paragraph 672.319(1)(b), Fla. Stat., Bidders must include the cost of shipping, i.e., freight on board (FOB) destination delivery, in their prices bid. The Department will not pay any freight or shipping charges. (Also, see Attachment I, Scope of Services, Section 1.2 Packing, Shipping and Delivery.)

- E. The Department will not agree to caveat language for pricing within Exhibit 3 - Price Sheet. Bid submittals that include caveat language for pricing will be viewed as a conditional bid and the Department will reject the Bidders' bid submittal.

3.9 Mandatory Requirements

The Department has established certain mandatory requirements which must be included as part of any bid. 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 bid.

3.10 Minor Bid Exceptions

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

3.11 Non-Responsive Bids, Non-Responsible Bidders

Bids which do not conform in all material respects to the 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 bids are impossible, or those which affect the competitiveness of bids, or the cost to the Department.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the solicitation, and which Bidders are responsible.

"Responsible" or "Qualified Bidder" 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 bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals will be considered only from Bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

3.12 Subcontracts

The Contractor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services, as indicated in this ITB. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract, must be identified in the bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted reflecting all of the information identified in Section 7.4 Subcontracting After Contract Execution.

No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties.

4.0 Bid Submission Instructions

4.1 Bid Submission Contents

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the contractor's capabilities to satisfy the requirements of this ITB. Fancy

bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. Bids are to be organized in sections as directed below. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and ink or typewritten with no alterations, changes, or amendments made within. All forms must be signed and dated by the Vendor's Authorized Representative (see Section 1.2 Definitions, Item A.).

The entire bid packet with all forms and documents required shall be referred to as the Bidder's "bid submittal."

The Bidder shall organize its bid submittal contents as follows:

Tab 1 A cover letter on the Bidder's letterhead with the following information

- Name and headquarters location of the Bidder
- Federal Employer Identification (FEID) Number
- Subcontracting information as indicated in Section 3.12, Subcontracts.
- Document establishing delegated authority if the individual signing and submitting a bid on the Bidder's behalf is someone other than one of the officer(s)/director(s) identified in the Department of State, Division of Corporations records at: <https://www.dos.myflorida.com/sunbiz/> (See, Section 3.5, Florida Department of State Registration.)
- A written letter from an attorney-at-law (if applicable, see Section 5.2 Florida Preference).

Tab 2 Mandatory exhibits to be completed, signed and included with the bid:

- Exhibit 1 - Bidder Contact Information
- Exhibit 2 - Bidder Qualification Questions
- Exhibit 3 - Price Sheet
- Exhibit 4 - Contractor Certification Regarding Scrutinized Companies List

Completed forms must be included in the Bidder's bid submittal. If any item is missing or incomplete, the bid submittal will be deemed non-responsive.

4.2 Bid Submission

The Bidder shall submit:

- 4.2.1** One original hardcopy version of the bid submittal (marked "Original Bid"), with one (1) copy.
- 4.2.2** One REDACTED hardcopy of the bid submittal (marked "Redacted Copy"), if applicable (see Section 4.5 REDACTED SUBMISSIONS).
- 4.2.3** One (1) **electronic copy of the original bid**. The electronic format shall be submitted on USB thumb drive. The software used to produce the electronic files must be Microsoft Word 2010 and/or Excel 2010 or later. These electronic files must be logically named and easily mapped to the hard copy bid. The electronic media should be clearly labeled in the same manner as the hard copies.

4.2.4 One (1) **electronic** (on a USB flash drive) **redacted copy of the bid**, suitable for release to the public. Any confidential or trade secret information covered under section 812.081, Fla. Stat., should be either redacted or completely removed. The redacted proposal shall be marked "REDACTED COPY" and must contain a transmittal letter authorizing release of the redacted version of the proposal in the event the Department receives a public records request.

4.2.5 Ten (10) samples of each form (total of twenty samples): Form 82994 and Form No. 82995. The samples shall be provided at no cost to the Department and must be included with the bid response. **If submitted in a separate package, the samples shall be received by the Department no later than the time of bid opening. (See, Section 2.4, Calendar of Events).**

1. To be considered responsive, the Bidder shall submit sample forms that meet the following criteria:
 - b) Quality: Each sample of each form shall meet the technical specifications of this ITB;
 - c) Language: Each sample of each form shall include the language provided in Exhibit 5, Sample Forms; and
 - d) Printed text alignment: The printed text on each sample of each form shall align with the form's fields.
2. The Department will conduct a review of the samples submitted in accordance with Section 4.2, to ensure they meet or exceed the requirements of Attachment I, Section 1.1, Technical Specifications. All review measurements and findings will be documented.
3. Samples failing to meet any of the above requirements of this ITB will be rejected. Each form will be considered a separate bid item. The Department may reject samples for either or both forms submitted by a bidder.
4. The Department reserves the right to procure both forms from a single bidder or to procure the forms from different bidders. This means that the Department may reject the samples for one of the forms submitted by the lowest responsive and responsible bidder and purchase that form from the next lowest priced responsive and responsible bidder that submitted satisfactory samples or may reject both forms submitted by the lowest responsive and responsible bidder and proceed to the next lowest bidder submitting satisfactory samples.
5. The Department may allow the Bidder to make minor adjustments to the printing settings after the award. The awarded bidder shall provide pre-production samples prior to any production runs, in accordance with Attachment I, Scope of Services, Section 1.1 Technical Specifications.
6. Upon request, samples can be returned at the Bidder's expense upon completion of the Department's review of the samples. Request for return of samples shall be accompanied by instructions that include shipping authorization and name of carrier and must be received within ninety (90) days after the bid opening date. If instructions are not received within this time, the samples shall be kept or disposed of by the Department.

Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the Bidder's company name, and solicitation number.

Note: Electronic submissions via MyFloridaMarketPlace are not required and will not be accepted for this ITB. This special instruction takes precedence over PUR1001, General Instruction #3.

4.3 Delivery of Bid Submittal

The bid shall be submitted to the Procurement Officer identified in Section 1.3 Procurement Officer, by or before the date and time indicated in Section 2.4 Calendar of Events. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

4.4 Bid Guarantee

The Department does not require a bid guarantee for this solicitation.

4.5 Redacted Submissions

The following subsection supplements Section 19 of the PUR 1001. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, the Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its bid submittal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its bid submittal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted

portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

5.0 Award Methodology

5.1 Basis of Award

- A. The Contract will be awarded to the responsible and responsive Bidder that submits the lowest priced bid for the original and renewal terms combined. The Department will consider the total cost for each year of the Contract, including renewal years, as submitted by the Bidder. Note: Renewal term pricing is being considered for purposes of award only. This does not mean or guarantee that the contract/purchase order will be renewed.
- B. The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

5.2 Florida Preference

In accordance with section 287.084, Fla. Stat., a Bidder whose principal place of business is located outside of the state of Florida, must accompany their bid submittal documents with a written letter from an attorney-at-law licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public contracts. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest responsible and responsive bid is submitted by a Bidder whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the Florida Bidder submitting the lowest responsive bid, unless the State where the out-of-state Bidder is located provides a different price preference for businesses having a principal place of business in that State. In that case, the same price preference shall be awarded to the lowest responsible and responsive Bidder whose principal place of business is located in the state of Florida responding to this competitive solicitation.

5.3 Posting of Agency Decision

The Department will post a Notice of Intent to Award, stating its intent to enter into one or more contracts with the Bidder or Bidders identified therein, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all bids, or take any other action permitted by law, it will post its notice at the same VBS website.

5.4 Identical Bids

- (1) When evaluating Bidder responses to solicitations, if the agency is confronted with identical pricing or scoring from multiple Bidders, the agency shall determine the order

of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

- (a) The response is from a Florida-domiciled entity, as determined by the Department of State;
 - (b) If the response relates to manufactured commodities, the response provides for manufacturing such commodities within the state (in preference over any foreign manufacturer);
 - (c) If the response relates to manufactured commodities, the response provides for a foreign manufacturer that also has at least 200 employees working in the state (in preference over a foreign manufacturer with less than 200 employees working in the state); or
 - (d) The response certifies that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.
- (2) Section 287.057(12), F.S., states that “if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.”
- (3) If subsections (1) and (2) fail to resolve the identical evaluations, the agency shall award the contract to the bidder whose response is deemed by the agency to be in the best interests of the State, considering factors such as prior performance on state contracts or other governmental contracts.
- (4) In the event that the application of subsections (1), (2), and (3) fails to resolve the identical evaluations, the agency shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

6.0 Protests

6.1 Time Limits for Filing Protests

A notice of protest must be filed within seventy-two (72 hours) of the posting of the agency decision or solicitation. Any formal protest must be filed within ten (10) days of the filing of the notice of protest. A formal written protest is “filed” when **actually received** by the Department’s Agency Clerk.

6.2 Bond Must Accompany Protest

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department’s estimated contract amount (total for all years).

FAILURE TO POST AN ORIGINAL BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.

7.0 Resultant contract special provisions

7.1 General Contract Conditions (PUR 1000)

The PUR 1000 is incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

7.2 Contractual Submissions

A Bidder's bid submittal to this solicitation shall be considered as the Bidder's formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

7.3 Contractor Responsibility

The Department will consider the Contractor to be the sole point-of-contact regarding contractual matters. The Contractor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the Contractor is the supplier of said commodities and services or any component.

7.4 Subcontracting After Contract Execution

Should the Contractor need to subcontract any services to a subcontractor not originally identified in its bid submittal, the Contractor shall submit a written request to the Department's Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

- A. The name, address and other information identifying the subcontractor;
- B. Component / type of services to be performed by the subcontractor;
- C. Time of performance of the identified service;
- D. How the Contractor plans to monitor the subcontractor's performance of the identified services;
- E. Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. Website: <https://www.dos.myflorida.com/sunbiz/>**
- F. A copy of the written subcontract agreement; and
- G. Acknowledgement from the subcontractor of the Vendor's contractual obligation to the Department and that subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains insurance, as required. The Department shall treat the Contractor's use of a subcontractor not disclosed as required herein and/or approved by the Department as a breach of the Contract.

7.5 Resultant Contract/Purchase Order Documents and Order of Precedence

The terms and conditions that will govern any purchase resulting from this ITB will be set forth in documents issued by the Department. Depending upon the goods and/or services sought by this ITB, the Department may issue a formal contract document to be executed between the awarded Contractor and the Department, which will be incorporated in and attached to a purchase order, or only a purchase order. The document(s) issued will set forth the entire understanding of the parties regarding the subject matter contained herein. In the event any of these documents conflict, the conflict will be resolved in the following order of precedence (first to last):

- A. The executed contract, which will incorporate **ITB 025-19, Motor Vehicle Title Reassignment Form # 82994 and Motor Vehicle Power of Attorney/Odometer Disclosure Form #82995**, inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- B. the purchase order, and its terms and conditions; and
- C. the Contractor's bid submission.

Items B., and C., above, are incorporated herein as if fully-stated.

7.6 Contract Management

- A. Department's Contract Manager

The Contract Manager for any purchase made as a result of this ITB will be:

JoAnna Carraway, FCCM
2900 Apalachee Parkway, Division of Motorist Services
Tallahassee, FL 32399-0500 Room A-334
Telephone: 850-617-2627
Email: joannacarraway@flhsmv.gov

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Exhibit 1 – Bidder Contact Information

For the purposes of this ITB, the Bidder’s contact person shall be:

Name: _____

Title: _____

Bidder Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

For the purposes of an awarded contract, the Bidder’s contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

Exhibit 2 - Bidder Qualification Questions

Please complete each Bidder Qualification Question below and sign certification statement. Unsigned or incomplete forms will prevent a bidder from being considered responsive.

1.	Does Bidder certify that the Bidder or person submitting the bid, including pricing, is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does the Bidder understand that by submitting a bid submittal, the Bidder is deemed to have accepted all contract-related terms?	Yes	No
3.	Does the Bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
4.	Does the Bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No
5.	Does the Bidder certify that the forms are secure, and they meet the current security standards required for security paper that is commonly used in the industry?	Yes	No

“As the person authorized to sign this statement on behalf of the Bidder, I certify that the foregoing responses are true and correct.”

Bidder's Company Name:			
Address:			
City:		State:	
Authorized Signature:		Date:	
Printed Name and Title:			
		Telephone:	

Exhibit 3 – Price Sheet

Please complete each cell of these price sheets and sign the bid price certification. It is a mandatory requirement of this bid that each cell on these price sheets, including the Renewal Contract Term must be completed for a bid to be considered responsive.

See Section 3.8, Price Sheet Instructions, before completing price sheets.

A. Form No. 82994, Motor Vehicle Title Reassignment Supplement Form

Contract Pricing (Years 1 through 5) ¹					
DELIVERABLE DESCRIPTION	ESTIMATED ANNUAL QUANTITY*		UNIT COST		PRICE PER YEAR
Original Contract Term					
YEAR 1 Form No. 82994, Motor Vehicle Title Reassignment Supplement Form	6,500 cases ²	X	\$ _____ per case		\$ _____ per year (year 1)
YEAR 2 Form No. 82994, Motor Vehicle Title Reassignment Supplement Form	6,500 cases	X	\$ _____ per case	=	\$ _____ per year (year 2)
YEAR 3 Form No. 82994, Motor Vehicle Title Reassignment Supplement Form	6,500 cases	X	\$ _____ per case	=	\$ _____ per year (year 3)
Renewal Contract Term					
YEAR 4 Form No. 82994, Motor Vehicle Title Reassignment Supplement Form	6,500 cases		\$ _____ per case		\$ _____ per year (year 4)
YEAR 5 Form No. 82994, Motor Vehicle Title Reassignment Supplement Form	6,500 cases		\$ _____ per case		\$ _____ per year (year 5)
A. TOTAL PRICE YEARS 1 THROUGH 5					

¹ Reference to Years 1 through 5 is for price comparison and award only. The original term of the contract is for 3 years with an optional renewal term of 2 years. This is not a 5-year contract.

² 600 forms per case.

Exhibit 3 – Price Sheet

B. Form No. 82995, Motor Vehicle Power of Attorney/ Odometer Disclosure

Contract Pricing (Years 1 through 5)					
DELIVERABLE DESCRIPTION	ESTIMATED ANNUAL QUANTITY*		UNIT COST		PRICE PER YEAR
Original Contract Term					
YEAR 1 Form No. 82995, Motor vehicle Power of Attorney/Odometer Disclosure	2,300 cases ³	X	\$ _____ per case		\$ _____ per year (year 1)
YEAR 2 Form No. 82995, Motor vehicle Power of Attorney/Odometer Disclosure	2,300 cases	X	\$ _____ per case	=	\$ _____ per year (year 2)
YEAR 3 Form No. 82995, Motor vehicle Power of Attorney/Odometer Disclosure	2,300 cases	X	\$ _____ per case	=	\$ _____ per year (year 3)
Renewal Contract Term					
YEAR 4 Form No. 82995, Motor vehicle Power of Attorney/Odometer Disclosure	2,300 cases		\$ _____ per case		\$ _____ per year (year 4)
YEAR 5 Form No. 82995, Motor vehicle Power of Attorney/Odometer Disclosure	2,300 cases		\$ _____ per case		\$ _____ per year (year 5)
B. TOTAL PRICE YEARS 1 THROUGH 5					

³ 800 forms per case.

GRAND TOTAL (A+B)	\$ _____
--------------------------	----------

*Case quantities are estimated and are not representative of guaranteed purchases to be made by the Department.

“By signature below, I hereby certify that I am qualified to and do hereby bind the company named below to the prices on this price sheet.”

Bidder's Company Name:			
Address:			
City:	State:	Zip:	
Authorized Signature:		Date:	
Printed Name and Title:			
	Telephone:		

**Exhibit 4 - Contractor Certification Regarding
Scrutinized Companies Lists**

Contractor Name: _____
Contractor FEIN: _____
Vendor's Authorized Representative Name: _____
Vendor's Authorized Representative Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

Pursuant to subsection 287.135(5), Florida Statutes, a company must certify its compliance with the requirements of that statute at the time of submitting a bid or proposal for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), Florida Statutes, please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency, based on the value of the procurement or contract.

For procurement/contract valued at less than \$1,000,000

I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel.

For procurement/contract valued at \$1,000,000 or more

I hereby certify that the company, of which I am a duly authorized representative, follows the requirements of subsection 287.135(5), Florida Statutes.

Certified By: _____,

who is authorized to sign on behalf of the above referenced company.

Printed Authorized Signature Name and Title: _____

Exhibit 5

**Please see below Sample Form No. 82994 and Sample
Form No. 82995**

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FRONT OF FORM

STATE OF FLORIDA
 DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
 DIVISION OF MOTORIST SERVICES
 Neil Kirkman Building - Tallahassee, FL 32399-0500
MOTOR VEHICLE TITLE REASSIGNMENT SUPPLEMENT

(Instructions on the Reverse Side)

This reassignment is supplement to: Title No.: _____ State of Issue: _____
 Manufacturer's Statement or Certificate of Origin
 Is the title electronic? Yes No

VEHICLE DESCRIPTION

Vehicle Identification Number	Year	Make	Model	Body
-------------------------------	------	------	-------	------

REASSIGNMENT INFORMATION

Name of Seller(s)/Agent (Print)	DL/ID#, DMS ACCT#, FEID#	DEALER/AUCTION LICENSE (if applicable)	
Street Address	City	State	Zip
Selling Price (If Applicable)	Sales Tax Collected (If Applicable)	Sales Tax Reg. No. (If Applicable)	
Purchaser and Co-Purchaser's Printed Name(s)		Date of Sale	
Purchaser's Address	City	State	Zip
Co-Purchaser's Address (If applicable)	City	State	Zip
Auction Name (If applicable)	Auction License Number	State of License	Date of Auction
Street Address	City	State	Zip

ODOMETER DISCLOSURE STATEMENT

WARNING: FEDERAL AND STATE LAW REQUIRE THAT YOU STATE THE ODOMETER MILEAGE IN CONNECTION WITH TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I/WE STATE THAT THIS 5 OR 6 DIGIT ODOMETER NOW READS, , XX (NO TENTHS) MILES,
 DATE READ _ / _ / _____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING.

CAUTION:
 READ CAREFULLY
 BEFORE YOU
 CHECK A BOX

- 1. REFLECTS ACTUAL MILEAGE
- 2. IS IN EXCESS OF ITS MECHANICAL LIMITS
- 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Printed Name of seller(s)/Agent	Seller(s)/Agent Signature
Printed Name of Co-seller (If applicable)	Co-Seller Signature (If applicable)
Purchaser(s) Signature	Co-Purchaser(s) Signature
Purchaser(s) Printed Name First, Full Middle or Maiden, Last	Co-Purchaser(s) Printed Name First, Full Middle or Maiden, Last

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THIS ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW.

ORIGINAL: SUBMIT WITH APPLICATION FOR TITLE

COPY: SELLER/DEALER RETAIN IN FILE

BACK OF FORM

WHEN SHOULD THIS FORM BE USED?

FORM HSMV 82994, MOTOR VEHICLE TITLE REASSIGNMENT SUPPLEMENT, MUST BE USED:

1. with a conforming Florida Certificate(s) of Title to make additional dealer reassignments and odometer disclosures when all reassignment and odometer disclosure spaces on the reverse side of the Certificate of Title have been used:
Or
2. with a non-conforming Certificate(s) of Title to make reassignments and odometer disclosures;
Or
3. with a conforming MCO, when the MCO is not available at the time of sale;
Or
4. with all out-of-state non-conforming Certificate(s) of Title to make dealer reassignments and odometer disclosures;
Or
5. when ownership is being transferred on an Electronic Certificate(s) of Title.

NOTE: This form should NOT be used when the owner is transferring ownership on a vehicle that does not have an electronic Certificate of Title. If the Certificate of Title is NOT electronic, the "Transfer of Title By Seller" section must be completed by the seller(s)/agent.

FILING:

1. The original HSMV 82994 is to be surrendered with the application for title.
2. The copy of the HSMV 82994 is to be retained by the dealer in his/her records for a period of five (5) years. It is recommended that the individual seller(s) retain a copy of this form for their records.

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES
2900 Apalachee Parkway - Tallahassee, 32399-0610
MOTOR VEHICLE POWER OF ATTORNEY/ODOMETER DISCLOSURE

FRONT OF FORM

(Instructions on Reverse Side)

This form may be used when title is physically held by lienholder or when the title has been lost. This form must be submitted to the state by the person exercising Powers of Attorney. Failure to do so may result in fines or imprisonment.

Table with 6 columns: Vehicle Identification Number, Year, Make, Model, Body, Title No.

PART A. TRANSFEROR (SELLER'S) POWER OF ATTORNEY TO DISCLOSE MILEAGE.

I/We, _____ appoint _____ as of _____ as my/our attorney-in-fact with full authority to transfer title, to satisfy any lien and to disclose the mileage for the vehicle described above, exactly as stated in the following disclosure.

WARNING: Federal law and State law require that you state the mileage in connection with transfer of ownership. Providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS [] 5 DIGIT OR [] 6 DIGIT ODOMETER NOW READS [][][][] [xx] (NO TENTHS) MILES, DATE READ ___/___/___, AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

- 1. REFLECTS ACTUAL MILEAGE. 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. 3. IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

TRANSFEROR (Seller): Seller's Signature _____ Seller's Printed Name _____

Co Seller's Signature _____ Co Seller's Printed Name _____

Seller's Street Address _____ City _____ State _____ Zip _____

Purchaser's Signature _____ Purchaser's Printed Name _____

Purchaser's Dealership Name _____ Dealer License No. _____ (Print Name of Dealership/Business)

Business Address _____ City _____ State _____ Zip _____

PART B. TRANSFEREE (PURCHASER) POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE. (PART B IS INVALID UNLESS PART A HAS BEEN COMPLETED.)

I/We, _____ appoint _____ as of _____ as my/our attorney-in-fact for the purpose of and with full authority to apply for title and/or registration, to file a lien and to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

WARNING: Federal law and State law require that you state the mileage in connection with transfer of ownership. Providing a false statement may result in fines or imprisonment.

I/WE STATE THAT THIS [] 5 DIGIT OR [] 6 DIGIT ODOMETER NOW READS [][][][] [xx] (NO TENTHS) MILES, DATE READ ___/___/___, AND I/WE HEREBY CERTIFY THAT TO THE BEST OF MY/OUR KNOWLEDGE THE ODOMETER READING:

- 1. REFLECTS ACTUAL MILEAGE. 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. 3. IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

TRANSFEROR (Seller): Seller's Signature _____ Seller's Printed Name _____ (For Dealership / Business)

Business Address _____ City _____ State _____ Zip _____

Purchaser's Signature _____ Purchaser's Printed Name _____

Co Purchaser's Signature _____ Co Purchaser's Printed Name _____

Purchaser's Name _____ Street Address _____

City _____ State _____ Zip _____

PART C. CERTIFICATION BY ATTORNEY IN FACT (Person completing Part C must be the same person transferring information and signing the title.)

I, _____, hereby certify that the mileage I have disclosed on the title document is consistent with that provided to me in the above power(s) of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the power of attorney is the same or greater than that previously stated on the title reassignment documents. This certificate is not intended to create, nor does it create any new or additional liability under Federal or State law.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature _____ Date _____ Printed Name _____

Street Address _____ City _____ State _____ Zip _____

ORIGINAL:DMS Copy (with Title)

GOLD COPY:Dealer/Business

YELLOW COPY:Part A Seller

BACK OF FORM

WHO IS AUTHORIZED TO USE THIS FORM?:

OWNERS (SELLERS) TRANSFERRING THEIR OWNERSHIP IN THE MOTOR VEHICLE DESCRIBED ON THIS FORM TO A **PURCHASER** WHO WILL USE THIS POWER OF ATTORNEY TO MAKE A REQUIRED ODOMETER DISCLOSURE ON BEHALF OF THE SELLER (SELLERS MUST COMPLETE PART A WHEN TITLE IS NOT AVAILABLE FOR ODOMETER DISCLOSURE.)

PURCHASERS OBTAINING OWNERSHIP OF THE MOTOR VEHICLE DESCRIBED ON THIS FORM FROM A LICENSED MOTOR VEHICLE DEALER WILL USE THIS POWER OF ATTORNEY TO MAKE A REQUIRED ODOMETER DISCLOSURE ON BEHALF OF THE PURCHASER. (PURCHASERS MUST COMPLETE PART B WHEN THE TITLE CERTIFICATE IS NOT AVAILABLE AND PART A HAS BEEN COMPLETED.)

DEALERS LICENSED IN THE STATE OF FLORIDA TO BUY AND SELL MOTOR VEHICLES WILL USE THE POWER(S) OF ATTORNEY TO MAKE REQUIRED ODOMETER DISCLOSURES FOR MOTOR VEHICLE SELLERS AND/OR PURCHASERS. (DEALERS MUST ALWAYS COMPLETE PART C.)

THIS FORM SHOULD BE USED:

WHEN THE CERTIFICATE OF TITLE IS PHYSICALLY HELD BY A LIENHOLDER AND IS NOT AVAILABLE FOR ENDORSEMENT FOR TRANSFER AND ODOMETER DISCLOSURE.

WHEN THE CERTIFICATE OF TITLE HAS BEEN LOST OR DESTROYED AND IS NOT AVAILABLE FOR ENDORSEMENT FOR TRANSFER AND ODOMETER DISCLOSURE.

THIS FORM IS NOT REQUIRED:

WHEN THE MOTOR VEHICLE IS EXEMPT FROM THE ODOMETER DISCLOSURE REQUIREMENTS UNDER FEDERAL AND STATE LAW. THESE EXEMPTIONS ARE:

- MOTOR VEHICLE IS TEN (10) YEARS OLD OR OLDER
- MOTOR VEHICLE IS NOT SELF PROPELLED
- MOTOR VEHICLE HAS A GROSS VEHICLE WEIGHT RATING (GVWR) OF MORE THAN 16,000 POUNDS

NOTE: IF A POWER OF ATTORNEY FORM IS NEEDED FOR AN EXEMPT VEHICLE (SEE ABOVE LIST OF EXEMPTIONS), USE FORM HSMV 82053.

FILING OF COPIES:

ORIGINAL: TO BE ATTACHED TO THE CERTIFICATE OF TITLE WHEN OBTAINED AND IS TO REMAIN WITH THE TITLE UNTIL THE APPLICATION FOR TITLE IS MADE FOR THE PURCHASER.

SECOND COPY: TO BE RETAINED BY THE DEALER FOR A PERIOD OF FIVE (5) YEARS.

THIRD COPY: TO BE GIVEN TO THE SELLER WHO COMPLETED THE POWER OF ATTORNEY IN PART A.

NOTE: IF THE MOTOR VEHICLE IS BEING SOLD TO AN OUT OF STATE PURCHASER OR AN OUT OF STATE DEALER, THE FLORIDA DEALER MUST PHOTOCOPY THE COMPLETED ORIGINAL OF THIS FORM AND MAIL DIRECTLY TO THE DEPARTMENT WITHIN FIVE (5) BUSINESS DAYS AFTER THE CERTIFICATE OF TITLE AND DEALER REASSIGNMENT FORM ARE DELIVERED BY THE DEALER TO ITS PURCHASER.

Exhibit 6

CERTIFICATION OF DRUG-FREE WORKPLACE

In order to lawfully claim that a business has a drug-free workplace program, the 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.

I hereby certify that this firm complies fully with the above requirements and has implemented a drug-free workplace.

Signature

Date

Printed Name of Signer/ Title of Signer/ Company Name

Attachment I Scope of Services

1.0 General Description of Services

This Scope of Services contains specifications that must be met by the Contractor in providing forms under ITB 025-19, Motor Vehicle Title Reassignment Form # 82994 and Motor Vehicle Power of Attorney/Odometer Disclosure Form #82995. It also contains additional terms that shall be incorporated in the resultant contract and/or purchase order.

The Contractor shall provide the following printed forms to the Department:

- A. Form No. 82994 – Title Reassignment Form, a two (2) part carbonless snap out form; and
- B. Form No. 82995 – Motor Vehicle Power of Attorney/Odometer Disclosure, a three (3) part carbonless snap out form.

1.1 Technical Specifications

A. Form No. 82994, Motor Vehicle Title Reassignment Supplement

- 1. **Parts:** Two (2) part, carbon interleaved.
- 2. **Size:** Overall 8 1/2" W X 11-1/2" H; snapped out to 8-1/2" W x 11" H.
- 3. **Perforations:** All parts shall be horizontally perforated below top stub. All sheets will be glued at the top of form. This horizontal perforation must be strong enough for form to hold together while going through a printer.
- 4. **Security Printing:** Fine line lithographic prismatic tint including a "copy void" pantograph printed in fluorescent erasure sensitive inks on face of original copy. Colors will be selected by the Department and the Contractor. The paper will be treated to detect chemical alterations. Any attempt at alteration will be apparent by inspection without special devices such as flashlights.
- 5. **Paper Stock:** Enhanced sensitivity white paper which reacts to alteration chemicals. The paper must be carbonless paper, black impression, in order to produce clear legible prints.
- 6. **Ink Requirements:** Border-999 Black; Front-999 Black, Back-423 Grey.
- 7. **Printing:** In accordance with the sample attached (see Exhibit 5 to the ITB). Sample shows printing and fine line geometric border that shall be printed on all copies (2/set) front and back. Additional minor adjustments to the printing settings may be approved in writing by the Department's Contract Manager after the bid award. The Contractor will be required to set-up and furnish its own artwork at no additional expense to the Department.

B. Form No. 82995 Motor Vehicle Power of Attorney/Odometer Disclosure

- 1. **Parts:** Three (3) part, carbonless snap out.
- 2. **Size:** Overall 8-1/2" W x 11-1/2" H; snapped out to 8-1/2" W x 11"H.
- 3. **Perforations:** All parts to be horizontally perforated below top stub. All sheets shall be glued at the top of form. This horizontal perforation must be strong enough for form to hold together while going through a printer.

4. **Paper Stock:** Enhanced sensitivity white paper which reacts to alteration chemicals. The paper must be carbonless paper, black impression, in order to produce clear legible prints.
5. **Ink Requirements:** Border-999 Black; Front-999 Black, Back-423 Grey.
6. **Printing:** In accordance with the sample attached (see Exhibit 5 to the ITB). Sample shows printing and fine line geometric border that shall be printed on all copies (3/set) front and back. Additional minor adjustments to the printing settings may be approved in writing by the Department's Contract Manager after the bid award. The Contractor will be required to set-up and furnish its own artwork at no additional expense to this Department.

C. Pre-Production Requirement

The Contractor shall print and deliver samples to the Department prior to any production runs and in accordance with Section 1.1. Technical Specifications.

Once all of the samples are reviewed and accepted by the Contract Manager, written notification will be given to the Contractor for production to begin. If any of the samples do not meet all of the specifications set forth herein, the Department will allow the Contractor an additional thirty (30) days to make any necessary changes to the rejected item(s). The Contractor shall have five (5) business days to resubmit corrected items to the Department. If the Department determines in its sole discretion that a corrected item(s) does not meet all of the specifications set forth in the ITB for that item(s), the Department reserves the right to cancel the contract and either award the bid to the next lowest responsive and responsible Bidder or issue a new solicitation.

NOTE: The Department shall not pay any costs related to production, delivery, or testing of samples.

D. Pre-Production Sample Delivery

The Contractor shall furnish satisfactory evidence of its ability to perform the terms of the contract. After pre-production proofs are approved by the Department, the contractor must produce a minimum of twenty (20) pre-production samples of the 82995-Motor Vehicle Power of Attorney/Odometer Disclosure and the 82994 –Title Reassignment Form in exact construction and printing, as per the scope specifications. These samples will be used for additional proofing and Department testing. Final approval for production will be given by the Department after testing of samples. Pre-production samples are to be submitted to the Bureau of Issuance Oversight, Room A334, in the Division of Motorist Services.

E. Contract Manager

Name: JoAnna Carraway, FCCM
Address: 2900 Apalachee Parkway Room A-334, Neil Kirkman Building,
Division of Motorist Services
Tallahassee, FL 32399-0500
Telephone: 850-617-3001
Email: joannacarraway@flhsmv.gov

F. Packing and Shipping

1. The Form No. 82995, Motor Vehicle Power of Attorney/Odometer Disclosure, shall be shrink-wrapped in packages of 200 with 800 forms per case. **All cases shall be labeled with the following information: form number, revision date (the date printed on the form as the last revision date), Department purchase order number, amount enclosed, and vendor's name.** Cases must be of heavy grade material, the appropriate size and design and capable of stacking at least ten cases high. Cases must not be stuffed with filler, for proper storage of documents. Forms must be securely sealed and shipped on pallets.
2. The Form No. 82994, Title Reassignment Form shall be shrink-wrapped in packages of 200 with 600 forms per case. **All cases shall be labeled with the following information: form number, revision date (the date printed on the form as the last revision date), Department purchase order number, amount enclosed and vendor's name.** Cases must be of heavy grade material, the appropriate size and design and capable of stacking at least ten cases high. Cases must not be stuffed with filler. Forms must be securely sealed and shipped on pallets

G. Materials

1. During the term of the contract that results from this ITB, in the event materials used to construct Forms 82994 and 82995 can no longer be provided for reasons beyond the Contractor's control (e.g., discontinued), the Contractor shall notify the Department's Contract Manager in writing within twenty-four (24) hours after the Contractor is notified of the issue by the manufacturer/distributor. This notification shall include, but not be limited to:
 - a) Discontinued material information that includes the brand, item number, specifications, etc.;
 - b) Date the Contractor was notified by the manufacturer/distributor; and
 - c) Proposed alternate material (that meets or exceeds the requirements within this ITB) that includes the material's description, brand, item number, specifications, etc. Any alternate material shall be provided by the Contractor at the same cost and shall not increase the awarded contract pricing.

The Department's Contract Manager will review the information received and reply with the Department's written approval or disapproval within five (5) working days. Written approval of the proposed alternate material will have the same force and effect as amendment to the Contract.

2. Alternative materials used to construct Forms 82994 and 82995, without prior written approval by the Department's Contract Manager are prohibited and may be cause for termination of the Contract immediately and without notice.

H. Estimated Quantities

Quantities are estimated and for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases to be made under a Contract.

The Contractor shall provide the Department an estimated **6,500 cases for Form No. 82994** and **2,300 cases for Form No. 82995** for the initial (first) year of the Contract. The Department anticipates that the same quantity will be purchased annually in subsequent years. **The Department reserves the right to increase or decrease the quantities by 30%, annually. The Department will notify the Contractor at least thirty (30) days in advance in case of a quantity variance.**

In addition, the estimated quantities are subject to change annually depending on the legislatively approved budget. The Contractor should be prepared therefore, to provide increased or decreased numbers of items during any contract year.

I. Annual Attestation of Compliance

The Contractor shall annually provide to the Department an Attestation of Compliance (**Attachment I – Exhibit 2**) signed by an official representative of the Contractor, verifying compliance with all requirements of this ITB and its subsequent Contract. The Attestation of Compliance shall be notarized and submitted no later than thirty (30) days after the anniversary date of the Contract. Failure to timely submit a signed Attestation of Compliance shall be grounds for immediate termination of the Contract.

1.2 Packing, Shipping and Delivery

- A. The Contractor shall be responsible for properly packing shipments.

The Contractor must deliver all shipments in their entirety to the Neil Kirkman Building. The forms shall be delivered twice per year, every six (6) months, with the first shipment being delivered within thirty (30) days of Contract start date or purchase order issuance, whichever is earliest, and the second shipment being delivered approximately six (6) months after the first shipment. If any shipment/delivery timeline falls on a weekend or state approved holiday, the shipment/delivery shall be made the immediately following business day. The exact dates will be determined in writing, upon mutual agreement between the Department Contract Manager and the Contractor. The Contractor shall notify the Department's Contract Manager within five (5) days of purchase order issuance of any potential delays in shipment or delivery.

- B. Any or all items delivered to the Department not meeting the specifications of this solicitation and Contract, or that are found to be defective, will not be accepted. Such items will be returned to the Contractor at the Contractor's expense for refund or replacement. Since it is impossible for the Department to inspect all items upon arrival, the Contractor shall afford a reasonable opportunity for inspection and returning of defective items.

- C. Deliveries shall be made between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, unless otherwise stated on a purchase order.
- D. Inside warehouse door delivery is required for all shipments. The Contractor will be responsible for the following, where applicable:
 - 1. require freight carriers to have lift-gate capabilities;
 - 2. mark waybills with "INSIDE DELIVERY REQUIRED";
 - 3. require delivery drivers to unload all shipments; and
 - 4. have the necessary tools or equipment to unload pallets or boxes.

Department employees will not be responsible and may not be utilized for unloading shipments. The Department reserves the right to reject a delivery should inside delivery not be in accordance with these terms. The Contractor accepts full responsibility for the rejected delivery, and timely redelivery, within five (5) working days, in accordance with these terms.

1.3 Silence of Specifications

The apparent silence of specifications included herein on any details, or the omission from them 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 best quality are to be used. All interpretations of Attachment I, Scope of Services and resultant contract shall be made upon the basis of this statement.

1.4 Minority and Service-Disabled Veteran Business Enterprise Report

- A. The Contractor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection A., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.
- B. The Contractor shall complete and submit Exhibit I, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:

bpcreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- C. Should the Contractor utilize subcontractors/material suppliers meeting the criteria in this section but have nothing to report for the month (for whatever reason), the Contractor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.
- D. Should the Contractor not utilize subcontractors/material suppliers meeting the criteria in this section, the Contractor shall provide a letter to the email address noted above, on Contractor letterhead, indicating that this reporting requirement does not apply. If

this changes, however, at any time during the contract term, the Contractor shall immediately implement the reporting requirements of this section.

1.5 Additions/Deletions

The Department reserves the right to delete any item from the Contract, when deemed to be in the Department’s best interest or when Department mission requirements dictate. It also reserves the right to add any item within the scope of the contract. Pricing shall be comparable to the amounts paid under the Contract. These additions or deletions will be incorporated via an amendment to the Contract or via change order, as applicable.

1.6 Department Responsibilities

The Department will provide technical support and assistance to the Contractor within the resources available to the Department to assist the Contractor in meeting the requirements of the Contract. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of all contract requirements.

1.7 Deliverables

The Contractor shall submit all deliverables in accordance with the Deliverable Schedule below. Deliverables must be approved by the Department’s Contract Manager prior to payment. Deliverable due dates may be extended upon prior written approval of the Department.

TABLE 1 Deliverable Schedule		
	Deliverable	Due Date
A.	Print and deliver Form No.82994 as indicated in Section 1.1, Technical Specifications, A.	To be determined in writing by the Department.
B.	Print and deliver Form No. 82995 as indicated in Section 1.1, Technical Specifications, B.	To be determined in writing by the Department.
C.	The Contractor shall timely redeliver shipments as indicated in Section 1.2, Packing, Shipping and Delivery.	Within five (5) days of rejection of shipment.

1.8 Performance Standards and Liquidated Damages

A. The Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose the liquidated damages indicated below upon the Contractor for failure to comply with the performance standard requirements as set forth in the chart below.

TABLE 2		
Performance Standards and Liquidated Damages		
	Performance Standard Requirement	Liquidated Damages to be Imposed
A.	Print and deliver Forms No.82994 and 82995 as indicated in Section 1.2, Technical Specifications, A., and B.	Twenty dollars (\$20) per day, per each case ordered, for each day beyond the due date until provided to the Department.
B.	The Contractor shall timely redeliver any shipments as indicated in Section 1.7 Deliverables, C., and Section 1.2 Packing, Shipping and Delivery.	Fifty dollars (\$50) per day for each day beyond the due date until provided to the Department.

B. General Liquidated Damages

- a) Except as otherwise stated in Item A., above, the Department may impose up to \$500 per day for each incident in which the Contractor has failed to perform as specified in this scope document and the Contract, not to exceed \$5,000 per month.
- b) If applicable, the Department may impose up to \$500 per day for each incident, depending upon the severity, in which the Contractor inappropriately releases Driver Privacy Protection Act (DPPA) information, not to exceed \$5,000, per month.

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EXHIBIT 1

**DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
BUREAU OF PURCHASING AND CONTRACTS
MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT**

To be completed by the Contractor and submitted by the 5th of each month.

Contractor Name and Address:

Contract / Purchase Order No.: _____

Reporting Month

Begin Date: _____

End Date: _____

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services to the Contractor.

** Minority Business Enterprise Name	Address	** MBE Status	State Certified MBE (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Non-Minority (White) American Woman
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Non-Minority (White) American Woman

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Service-Disabled Veteran Business Enterprise	Address	* DV Status	State Certified DV Business (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	

* Certified DV: W - Service-Disabled Veteran Business
* Non-Certified DV: Y - Service-Disabled Veteran Business

**Exhibit 2
ANNUAL ATTESTATION OF COMPLIANCE**

This Annual Attestation of Compliance regarding contract number HSMV <Insert Contract Number> shall be notarized and provided by <Insert Contractor's Name> to the Florida Department of Highway Safety and Motor Vehicles no later than thirty (30) days after the anniversary date of the Contract.

Under penalties of perjury, <Insert Contractor's Name>, hereby attests that all the material used in the manufacturing of each form complies with the requirements of the contract listed above.

Furthermore, I <Insert Signer's Name> hereby attest that I am an official representative for <Insert Contractor's Name> and I hereby acknowledge that <Insert Contractor's Name> has performed the necessary quality control to substantiate this certification.

(Signature)	(Date)
(Printed Name)	(Title)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____,
_____, BY _____,
(YEAR) (NAME OF PERSON MAKING STATEMENT)
(MONTH)

WHO (Check one)
_____ IS PERSONALLY KNOWN TO ME, OR
_____ PRODUCED IDENTIFICATION _____
(TYPE OF ID PRODUCED)

(SIGNATURE OF NOTARY PUBLIC)	(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)

Contract Between

**The State of Florida,
Department of Highway Safety and Motor Vehicles
And
Contractor Name**

This **Contract** is entered into on the date of last signature, by and between the State of Florida, **Department of Highway Safety and Motor Vehicles** (hereinafter “DHSMV” or “Department”) and **Contractor Name** (hereinafter “Contractor” or “Vendor”), which are the Parties hereto.

Witnesseth

Whereas, the Department is a state agency created under section 20.24, Florida Statutes (Fla. Stat.), whose duties and responsibilities include maintaining the safety and security of Florida’s highways through enforcement of traffic laws, issuance and regulation of Florida driver licenses, and registration of vehicles and vessels, pursuant to Chapters 316 through 324, 328, and 488, Fla. Stat., and Rule 15-1, Florida Administrative Code (F.A.C); and

Whereas, the Department is responsible for oversight and management of motor vehicle-related services to include, but not be limited to, credentialing, titles, personal and commercial registrations, dealer licenses, maintaining driver records, Driver Under the Influence (DUI) programs and driving schools; and

Whereas, [Include any additional clauses here]

Now therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. Contract Term

This Contract shall be in effect upon the date of last signature by the Parties and shall expire three (3) years from the effective date, inclusive. Additionally, the Department will issue a Purchase Order to the Contractor, reflecting the same Contract term, as a payment mechanism.

In accordance with subsection 287.057(13), Fla. Stat., this Contract may be renewed, at the Department’s sole discretion, for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of the Contract shall be in writing and subject to the same terms and conditions set forth in the initial contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the Department, are subject to the availability of funds, and optional to the Department. Exceptional purchase contracts pursuant to paragraphs 287.057(3)(a) and (c), Fla. Stat., may not be renewed.

If this Contract is renewed, the renewal term shall be for a total period of up to two (2) years. The Department reserves the right to structure the renewal term as a single two (2) year period, or multi-year periods in any combination (e.g., one-year periods)

Pursuant to section 216.0113, Fla. Stat., the Department shall review existing contract renewals and re-procurements with the Contractor in an effort to reduce contract payments by at least three percent (3%), but not affect the level and quality of services.

II. **Service Delivery**

A. **General Description of Products and Services**

This Contract is for provision of printed Motor Vehicle Title Reassignment Form # 82994 and Motor Vehicle Power of Attorney/Odometer Disclosure Form #82995.

No other terms and conditions shall apply except as stated in this Contract, the Attachments and Exhibits referenced herein, and the Purchase Order incorporating this Contract, including Attachments and Exhibits incorporated in the Purchase Order (collectively, "Contract" or "the Contract" or "this Contract"). In the event of a conflict with the terms and conditions in any document incorporated or referenced in, or otherwise related to, this Contract, the terms and conditions in this Contract shall prevail.

B. **Services Provided by the Contractor**

All products and services to be provided by the Contractor under this Contract are set forth in and shall be provided in accordance with **Attachment I, Scope of Services**, which is incorporated herein as if fully stated.

C. **Monitoring**

The Department's Contract Manager or designated Department staff will perform monitoring during the term of the Contract to determine if the Contractor has met each Performance Standard identified in Attachment I, Section 1.8 Performance Standards and Liquidated Damages. Monitoring shall include review of compliance with Contract service delivery and review of all Contract requirements. The Contractor shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Contract.

If the Department determines that the Contractor has failed to meet a Performance Standard, the Contractor will be sent a formal contract communication in accordance with Section IV., Contract Management, Subsection F., Communications. When issues of non-compliance are identified, the Contractor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section II., Service Delivery, Subsection H., Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

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

1. If the Department determines that the Contractor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the Contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
2. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Contractor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Contractor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.

3. A CAP is an opportunity for the Contractor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including Contract termination. In determining whether to permit the Contractor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Contractor.
4. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - a. determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Contractor; or
 - b. determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
5. If the Contract Manager rejects the Contractor's CAP, the reasons for rejection shall be provided in writing to the Contractor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Contractor shall be deemed in breach of the Contract and liquidated damages of **\$100.00** per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
6. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
7. If the Contractor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Contractor shall be in breach of the Contract and shall be subject to liquidated damages.
8. Except where otherwise specified, liquidated damages of **\$100.00** per day will be imposed on the Contractor for each day that the approved CAP is not implemented to the satisfaction of the Department.

III. Compensation

A. Contract Amount

1. This is a Fixed Price (Unit Cost) Contract not to exceed the total contract amount of **\$TBD**.

B. Contract Payment

1. The Department will pay the Contractor, in arrears, upon the completion and acceptance of the deliverable(s) outlined in Attachment I, Scope of Services.
2. Contract payments will be made in accordance with section 215.422, Fla. Stat., which provides in part, that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract or purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or

services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Fla. Stat., will be due and payable in addition to the invoice amount. (The applicable interest rate may be obtained by contacting the Department's Fiscal Section at (850) 617-3300, or from the Department of Financial Services' website at www.myfloridacfo.com/aadir/interest.htm.)

C. Invoicing

1. The Contractor shall submit a properly completed invoice to the Department's Contract Manager no later than no later than thirty (30) days after written approval and acceptance of the deliverables by the Department.
2. The Contractor must submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the Contractor fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all applicable deliverables and invoices due from the Contractor and necessary adjustments thereto have been approved by the Department.
3. Each invoice shall include at a minimum:
 - Documentation detailing deliverables completed during the preceding month;
 - The time period in which deliverables were completed;
 - The Contractor's invoice number;
 - Invoice date; and,
 - The Department's Contract/Purchase Order number.
4. All invoices for contractual services shall contain the following two statements:
 - The first statement shall have a line for the Vendor's signature and shall read:
"All costs are true and valid costs assessed in accordance with the contract."
 - The second statement shall have a signature line for the Department's Contract Manager and shall read:
"All costs are true and valid costs incurred in accordance with the contract and deliverables were received and accepted".
5. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Contractor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.

D. Additional Payment Terms

1. In accordance with section 287.0582, Fla. Stat., the state of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
2. The state of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
3. Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System, the must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm or by phone at (850) 413-5517.
4. The Contractor shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Department. The Contractor shall return any overpayment to the Department within forty (40) calendar days after either discovery by the Contractor or its independent auditor, or notification by the Department, of the overpayment.

E. MyFloridaMarketPlace

1. Contractor Registration

Each Contractor doing business with the state of Florida for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, F.A.C., unless exempt under Rule 60A-1.030(3), F.A.C.

Also, an agency must not enter into an agreement for the sale of commodities or contractual services, as defined in section 287.012, Fla. Stat., with any prospective Contractor not registered in the MyFloridaMarketPlace system, unless exempted by rule. A Contractor not currently registered in the MyFloridaMarketPlace system must do so within five (5) days after posting of intent to award. Information regarding the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link available under BUSINESS at www.myflorida.com). Prospective Contractors who do not have internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from the Division of State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

2. Transaction Fee

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which each Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, 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, each Contractor shall pay the

Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, a Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Each 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 procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

F. Official Payee

All payments to be made under this Contract shall be issued in the name of the Contractor and remitted to the below-indicated address:

To Be Determined

IV. Contract Management

A. Department's Contract Manager

JoAnna Carraway, FCCM
2900 Apalachee Parkway, Division of Motorist Services
Tallahassee, FL 32399-0500 Room A-334
Telephone: 850-617-2627
Email: joannacarraway@flhsmv.gov

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Request the Contract Administrator to process all amendments, renewals and terminations of the Contract;
4. Monitor and evaluate the Contractor's performance, as required, during the Contract term and the Contractor's overall performance at the conclusion of the Contract;
5. Issue Corrective Action Plans and assess Liquidated Damages, as required, in accordance with the Contract and provide a copy of any formal notices imposing liquidated damages to the Contract Administrator;
6. Review and approve all deliverables, in writing;
7. Process all completed invoices and record all payments;
8. Evaluate the Contractor's performance for the purposes of determining whether the Department will renew the Contract; and
9. Maintain records regarding Contractor's performance to be placed on file that will be considered if the Contract is subsequently used as a reference in future procurements.

B. Department's Budget Coordinator

The Budget Coordinator for this Contract will be:

To Be Determined

The Budget Coordinator will perform the following functions:

1. Verify receipt of deliverables with the Contract Manager prior to processing invoices; and
2. Review, verify, and approve invoices from the Contractor.

C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 617-3203

The Contract Administrator will perform the following functions:

1. Process all Contract amendments, renewals, and termination of the Contract upon written request from the Contract Manager; and
2. Maintain the official Contract Administration file, which shall include, at a minimum, the original, executed Contract and any amendments or renewal(s).

D. Contractor's Contract Manager

The name, title, address and telephone number of the Contractor's Contract Manager responsible for administration and performance under this Contract is:

To Be Determined

E. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing (e-mail acceptable) and a copy of the written notification shall be maintained in the Contract Manager's file and in the Contract Administration file.

F. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt. Routine communication may be via e-mail.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt. Informal communication may be via e-mail.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO, Contract Manager, and Project Manager, if different. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative issue, the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative issue occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Contractor shall respond to all communications by email, or hard copy mail, as indicated in this subsection.

A date/numbering system shall be utilized for tracking of formal communications. Each party shall have its own method for tracking formal communications with each formal communication being sequentially numbered/identified in the reference line of the communication ((e.g., Formal Communication 1: Request to Add Services; Formal Communication 2: Liquidated Damages; Formal Communication 3: Invoice Issues; etc.)).

All written communication between the Contractor and the Department is subject to release as a public record under Chapter 119, Fla. Stat.

V. Contract Amendments

Unless otherwise stated herein, modifications to the provisions of this Contract shall be made only through execution of a formal Contract amendment executed by the parties and/ or issuance of a change order to the Purchase Order. This shall include changes required due to revisions in any applicable state or federal law, rule, or regulation. Modifications to Section IV., Contract Management, may be made via letter, or e-mail to the other party's Contract Manager or Contract Representative, as applicable.

VI. Termination and Cancellation

In addition to the Termination and Cancellation language in the PUR 1000, the following shall also apply:

A. Termination at Will

The Department may terminate this Contract, in whole or in part, by thirty (30) days' written notice to the Contractor, if the Department determines in its sole discretion that it is in the State's best interest to do so. The Contractor must not furnish any products or services, as applicable, after it receives the notice of termination, except as necessary to complete any portion of the Contract not terminated, if any. The Contractor is not entitled to recover any cancellation charges or lost profits that may be imposed or occur as a result of termination.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Cancellation by the Department

In addition to any other remedies that may be available by law, the Department may unilaterally cancel this Contract upon no less than twenty-four (24) hours' notice, if any one of the following events has occurred:

1. The Contractor has refused to allow public access to any document, paper, letter, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), Fla. Stat.;
2. The Contractor knowingly employs unauthorized aliens in violation of the Immigration and Nationality Act, 8 United States Code, Section 1324a; or
3. The Contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

In the event of cancellation under this subsection, notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

D. Termination for Cause

The Department may terminate this Contract if the Contractor fails to do any of the following: (1) deliver services or products as specified during the Contract term or any extension thereof; (2) maintain adequate progress in meeting any requirement under the Contract, thus endangering performance or success of the Contract; (3) honor any term of the Contract; (4) abide by any statutory, regulatory, or licensing requirement; or (5) if the Contractor is found to have submitted a false certification in regard to, or is placed on any of the lists referenced in, Section VII., Additional Terms and Conditions, subsection U., Scrutinized Companies List, below. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default.

If the Contract is terminated for cause, the Contractor will continue all service delivery or work that was 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 or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery or performance schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties must be the same as if the termination had been issued for the convenience of the Department.

In addition, waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

The rights and remedies of the Department under this clause are in addition to any other rights and remedies provided by law or under the Contract, including as to damages.

E. Termination by Mutual Agreement

The parties may mutually agree to terminate the Contract or any part of the Contract on an agreed date prior to the end of the Contract term without penalty to either Party. Any such termination shall be agreed upon in writing.

F. Contractor's Responsibilities Upon Termination or Cancellation

After receipt of notice of termination or cancellation, and except as otherwise specified by the Department or as otherwise stated in this Contract, the Contractor shall:

1. Discontinue work under this Contract on the date, and to the extent specified, in the notice;
2. 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 or cancelled;
3. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
4. 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 which the Department has or may acquire an interest.

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

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

VII. Additional Terms and Conditions

A. Travel Expenses

The Department will not be responsible for the payment of any travel expense for that occurs as a result of this Contract, unless travel was specifically requested and approved by the Department's Contract Manager in writing, in advance, and is in addition to or outside of the scope of services delivery.

B. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

C. Audits and Records

The Contractor shall:

1. Maintain books, records, and documents (including electronic storage media) pertinent to performance under this Contract in accordance with generally accepted accounting procedures and practices and in a manner that sufficiently and properly reflects all revenues and expenditures of funds provided by the Department under this Contract.
2. Ensure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel, when required.
3. Cooperate and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Fla. Stat.
4. Maintain and file with the Department, reports as specified in **Attachment I, Scope of Services**, and other reports (e.g., progress, fiscal, inventory, etc.) as the Department may request within the period of this Contract. In addition, the Contractor will provide to the Department, within ten (10) days of written request, access to relevant computer data and applications that generated such reports.
5. Ensure that all related party transactions are disclosed within two (2) business days to the Department's Contract Manager.
6. Include each of the aforementioned audit and record-keeping requirements in all approved subcontracts and assignments, if any.

D. Inspection of Records and Work Performed:

The State and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's and subcontractor's (if applicable) premises, or other places where duties under the Contract are performed in order to conduct inspections, evaluations or reviews related to service delivery. All inspections, evaluations, and

reviews shall be performed in such a manner as not to unduly delay work.

The Contractor shall retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under the Contract for a period of five (5) years after termination of the Contract and any renewal term, if exercised, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

During any Contract period, all records related to the Contract shall be available at the Contractor's office at all reasonable times. After the Contract period and any renewal period, if exercised, and for five (5) years following, the records shall be available at the Contractor's chosen location subject to the approval of the Department. If the records need to be sent to the Department, the Contractor shall bear the expense of delivery.

Refusal by the Contractor to allow access to all records, documents, papers, letters, other materials, or on-site activities related to Contract performance shall constitute a breach of the Contract. The right of the Department and its authorized representatives to perform inspections, evaluations and reviews, shall continue for as long as the Contractor is required to maintain records. The Contractor will be responsible for all storage fees associated with the records maintained under the Contract.

E. Insurance

The Contractor agrees that work will not commence in connection with the Contract until it has obtained all of the below-described types of insurance and proof-of-insurance has been submitted to and approved by the Department. Further, Contractor agrees that it will not permit any subcontractor to commence work on a subcontract related to this Contract until the same or similar insurance required of the Contractor has been so obtained by the subcontractor and approved by the Department.

All insurance policies shall be with insurers licensed or eligible to transact business in the state of Florida and shall be in effect during the entire Contract term, including any renewal(s) and extension period, as applicable. The limits of coverage under any policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract.

The Contractor's current certificate of insurance policy(ies) shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days' written notice. The insurance company shall provide thirty (30) days' written notice of cancellation to the Department's Contract Manager, as well as to the Contractor.

1. Workers' Compensation Insurance

The Contractor must take out and maintain during the life of this Contract, Workers' Compensation Insurance for all Contractor employees connected with performance under this Contract and, in case any work is sublet, the Contractor must require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance must comply fully with Chapter 440, Fla. Stat., entitled "Workers' Compensation Law." In case any class of employees engaged in hazardous work under this Contract at any site at which services or work is performed is not protected under the Workers' Compensation statute, the Contractor must provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

2. Public Liability and Property Damage Insurance

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 nature, extent, and scope of this Contract. Providing and maintaining adequate insurance coverage throughout the Contract term is a material obligation of the Contractor and a condition of this Contract.

3. Loss Deductible Clause

The Department shall be exempt from, and in no way be 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 (or subcontractor) providing such insurance.

F. Indemnification

The Contractor shall save and hold harmless and indemnify the state of Florida and the Department against any and all liability, claims, suits, judgments, damages or costs of whatsoever kind and nature resulting from the use, service, operation, or performance of work under the terms of this Contract, resulting from any act, or failure to act, by the Contractor, its subcontractor(s) (if applicable), or any of the employees, agents, or representatives of the Contractor or subcontractor(s).

G. Assignments and Subcontracts

Contractor shall neither assign the responsibility of this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of the Department. No such approval by the Department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total dollar amount agreed upon in this Contract. All such assignments or subcontracts shall be subject to the conditions of this Contract and to any conditions of approval that the Department deems necessary.

The Contractor is responsible for all work performed under this Contract. No subcontract that the Contractor enters into regarding performance under this Contract shall relieve the Contractor of any responsibility for performance of its duties.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this Contract proactively support diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Vendors can visit the Office of Supplier Diversity's (OSD) website at http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or may contact OSD by telephone at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

H. Purchasing of Articles Utilized in Service Delivery

1. P.R.I.D.E. of Florida

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Fla Stat., if available, in the same manner and under the same procedures set forth

in subsections 946.515(2), and (4), Fla. Stat.; 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 Department insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North, Suite 300
St. Petersburg, FL 33716
E-Mail: info@pride-enterprises.org
(727) 556-3300
Toll Free: 1-800-643-8459
Fax: (727) 570-3366

2. RESPECT of Florida

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, Fla. Stat., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), Fla. Stat.; 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 Department insofar as dealings with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
(850) 487-1471
Website: www.respectofflorida.org

3. Products or Materials with Recycled Content

It is expressly understood and agreed that any products which are required to carry out this Contract shall be procured in accordance with the provisions of section 403.7065, Fla. Stat.

I. **Civil Rights Requirements**

The Contractor shall comply with all federal anti-discrimination laws, as applicable, which may include, but not be limited to Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq., and the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.

J. **Discriminatory Vendor List**

Pursuant to subsections 287.134 (2) and (3), Fla. Stat., an entity or affiliate who has been placed on the state of Florida, 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 vendor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is

responsible for maintaining the Discriminatory Vendor List and posts the list on its website. Questions regarding the Discriminatory Vendor List may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

K. Requirements of Section 287.058, Fla. Stat.

The Contractor agrees to comply with the following requirements of section 287.058, Fla. Stat.:

1. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
2. Where applicable, bills for any travel expenses shall be submitted in accordance with section 112.061, Fla. Stat. The Department may establish rates lower than the maximum provided in section 112.061, Fla. Stat.
3. All deliverables are directly related to the scope of services of this Contract and are in quantifiable, measurable, and verifiable units. Deliverables shall be provided as specified in **Attachment I, Scope of Services**, and shall be received and accepted in writing by the Contract Manager prior to payment.
4. The Contractor shall meet all criteria, as specified in **Attachment I, Scope of Services**, and as stated herein, and the final dates by which such criteria must be met for completion of the Contract.

L. Requirements of Chapter 119, Fla. Stat. (Public Records Law)

The Contractor, when acting on behalf of the Department, shall in addition to all other conditions of this Contract:

1. Keep and maintain public records required by the Department to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Contractor does not transfer the records to the Department.
4. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor 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

Contract Manager, in a format that is compatible with the information technology systems of the Department.

5. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the Contractor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Contract cancellation depending upon the nature of the violations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

M. Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software

The Contractor shall comply with Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software requirements as follows:

1. The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any violation of any copyrighted, patented, or unattended invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article.
2. The Department shall provide prompt written notification of a claim of copyright or patent infringement and shall afford the Contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the Contractor may, at its option and expense procure for the Department the right to continue the use of, replace or modify the article to render it non-infringing (if none of the alternatives is reasonably available, the Department agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by the Department).
3. If the Contractor brings to the performance of this Contract a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing

patent or copyright, unless this Contract provides otherwise.

4. If the Contractor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Prior to the initiation of services under this Contract, the Contractor shall disclose, in writing, all intellectual properties relevant to the performance of this Contract which the Contractor knows, or should know, could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then have the right to all patents and copyrights which arise as a result of performance under this Contract as provided in this section.
5. If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this Contract, or in any way connected herewith, the Contractor shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida. All materials to which the Department is to have patent rights or copyrights shall be marked and dated by the Contractor in such a manner as to preserve and protect the legal rights of the Department.
6. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, shall vest in the State of Florida, Department of State for the exclusive use and benefit of the state. Pursuant to section 286.021, Fla. Stat., no person, firm, corporation, including parties to this Contract shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.
7. The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract.
8. All rights and title to works for hire under this Contract, whether patentable or copyrightable or not, shall belong to the Department and shall be subject to the terms and conditions of this Contract.
9. The computer programs, materials and other information furnished by the Department to the Contractor hereunder shall be and remain the sole and exclusive property of the Department, free from any claim or right of retention by or on behalf of the Contractor. The services and products listed in this Contract shall become the property of the Department upon the Contractor's performance and delivery thereof. The Contractor hereby acknowledges that said computer programs, materials and other information provided by the Department to the Contractor hereunder, together with the products delivered and services performed by the Contractor hereunder, shall be and remain confidential and proprietary in nature to the extent provided by Chapter 119, Fla. Stat.,

and that the Contractor shall not disclose, publish or use same for any purpose other than the purposes provided in this Contract; however, upon the Contractor first demonstrating to the Department's satisfaction that such information, in part or in whole, (1) was already known to the Contractor prior to its receipt from the Department; (2) became known to the Contractor from a source other than the Department; or (3) has been disclosed by the Department to third parties without restriction, the Contractor shall be free to use and disclose same without restriction. Upon completion of the Contractor's performance or otherwise cancellation or termination of this Contract, the Contractor shall surrender and deliver to the Department, freely and voluntarily, all of the above-described information remaining in the Contractor's possession.

10. The Contractor warrants that all materials produced hereunder will be of original development by the Contractor and will be specifically developed for the fulfillment of this Contract and will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the Contractor shall indemnify and hold the Department harmless from and against any loss, cost, liability or expense arising out of any breach or claimed breach of this warranty.

11. The terms and conditions specified in this section shall also apply to any subcontract made under this Contract. The Contractor shall be responsible for informing the subcontractor of the provisions of this section and obtaining disclosures.

N. Use of Funds for Lobbying Prohibited

The Contractor shall comply with the provisions of section 216.347, Fla. Stat., which prohibits the expenditure of Contract funds for the purposes of lobbying the Legislature, the judicial branch, or a state agency.

O. Sponsorship

If applicable, the Contractor shall comply with the provisions of section 286.25, Fla. Stat., which provides that any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state:

"Sponsored by **(CONTRACTOR)** and the State of Florida, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES."

If the sponsorship reference is in written material, the words "State of Florida, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES" shall appear in the same size letters or type as the name of the organization.

P. Public Entity Crime

Pursuant to subsections 287.133 (2) and (3), Fla. Stat., 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 or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for 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 section 287.017, Fla. Stat., for

Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

Q. Driver's Privacy Protection Act (DPPA)

The Contractor shall access, use and maintain the confidentiality of all information received under this Contract in accordance with Chapter 119, Fla. Stat., and the Driver's Privacy Protection Act of 1994 (DPPA), 18 United States Code, Section 2721, if DPPA is applicable to service delivery under this Contract. Information obtained under this Contract 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 subject to penalties as provided in sections 119.10 and 775.083, Fla. Stat. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

If DPPA information is exchanged under this Contract, the Contractor agrees to the following:

Information exchanged will not be used for any purposes not specifically authorized by this Contract. 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.

Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.

Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.

All personnel with access to the information exchanged under the terms of this Contract will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Contractor.

All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Contractor.

All access to the information must be monitored on an on-going basis by the Contractor. In addition, the Contractor must complete an annual audit to ensure proper and authorized use and dissemination.

By signing this Contract, the Contractor attests that its procedures will ensure the confidentiality of the information exchanged will be maintained and will be in accordance with the appropriate exceptions outlined in **Attachment II, Driver's Privacy Protection Act Exception(s)**.

R. Confidentiality of Information

Contractor agrees that it will not use or disclose any confidential information, including social security numbers, that may be supplied under this Contract pursuant to law, for any purpose not in conformity with state and federal laws.

S. **Employment**

Contractor shall comply with Section 274A (e), of the Immigration and Nationality Act, 8 United States Code, Section 1324a. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of this Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all contracts or subcontracts with private organizations issued as a result of this Contract.

T. **Work Authorization Program**

The Immigration Reform and Control Act of 1986, S. 1200; Pub. L. 99-603; 100 Stat. 3359, prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall also include a requirement in its subcontracts that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor performing work or providing services pursuant to this Contract.

U. **Scrutinized Companies Lists**

The Department may, at its option, terminate the Contract if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Vendor must certify in writing, annually, that its company is not engaging in a boycott of Israel, in accordance with s. 287.135(5), F.S. The Contractor must certify in writing, annually, using **Attachment III** that its company is not engaging in a boycott of Israel, in accordance with s. 287.135(5), F.S.

V. **Conflict of Interest**

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

W. **Governing Law and Venue**

This Contract is executed and entered into in the state of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the state of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

X. **Severability**

Wherever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found

ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of the Contract.

Y. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Fla. Stat., seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

Z. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively, which it deems are necessary to protect the best interests of the State of Florida.

BB. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this Contract are required to follow the provisions of subsection 287.042(16), Fla. Stat. 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 interests of the State of Florida.

CC. Scope Changes After Contract Execution

During the term of the Contract, the Department 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 Department may make an equitable adjustment in the Contract prices 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. Additions of goods or services shall be at contract price or the then-current market price, whichever is lower. Deletions shall be at contract prices, meaning any reduction in service, term, or hours shall remain at the contract price. Substitutions or additions of goods or services not offered within the contract documents shall be at mutually agreed prices, with all terms and conditions accepted in writing by both parties and attached to an appropriate purchasing document (e.g., Purchase Order).

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the goods or services as specified herein.

DD. Expired Term Purchase Orders (P.O.)

Goods or services are not to be provided after the expiration date of a term Purchase Order. It is the Contractor's responsibility to discontinue service and/or retrieve its equipment unless a written extension or renewal order is received in advance.

EE. Transition Plan (in the event of contract cancellation, termination or expiration)

- 1) An essential element to assuring success of this project will be the transition from one Contractor to another, if applicable, should the Contract be canceled, terminated, or expire, and a new contract is subsequently executed with a firm other than the Contractor.

The Contractor agrees to fully cooperate and assist in such a transition, including with any other successor-contractor, and shall do so for a minimum of six (6) months following the term of the Contract or any cancellation or termination thereof, at no additional cost to the Department. The Department expects the Contractor to have included the costs of transition in its proposal pricing and will not pay any additional, separate, or other costs related to this six-month or longer term.

Prior to the cessation of services due to cancellation, termination, or expiration of the Contract, the Department shall schedule and the Contractor shall attend, transition meetings, the number of which shall be agreed-upon in writing by all parties, that will include representatives from the successor-Contractor and the Department, as required, in order to develop a jointly written plan and cooperative agreement setting forth all tasks and responsibilities to be carried out by each of the entities in order to ensure a seamless transition. (NOTE: The written plan may serve as the cooperative agreement if signed by each of the parties and if containing sufficient detail to clearly establish all duties/tasks/responsibilities and timeframes for completion required during the transition period.)

The plan and cooperative agreement, or plan if serving as both, shall include, but not be limited to:

1. Designated point of contact for each entity;
2. A calendar of regularly scheduled meetings;
3. A detailed list of data that will be shared;
4. Milestones/tasks to be met/completed by each entity during transition;
5. A mechanism and timeframe for transmitting records and data; and
6. A clear description of the mutual needs and expectations of all entities.

The timely transfer of records, data and related Contract information in the possession of the Contractor to the successor-Contractor and the Department is an essential requirement of this Contract. If the Contract period ends due to expiration of the Contract term, the Department will send a notice requesting submission of records/data/information, etc., to the Contractor sixty (60) days prior to the expiration date. The Contractor shall deliver all documents, records, reports, lists, data, and any other information pertaining to the Contract requested by the Department, to the Department and the successor-contractor, if required, in a format specified by the

Department within thirty (30) days of receipt of notice.

If the Contract period ends due to mutual cancellation, the date for submission of all records, etc., shall be established in the mutual cancellation agreement (letter) signed by both parties.

If the Contract period ends prior to the Contract term expiration date due to some other reason (e.g., termination due to breach; unilateral cancellation by the Department due to lack of funding or failure by the Contractor to provide public records), the Department will send a notice of cancellation or termination thirty (30) days prior to the date services are to cease. This notice will also request that the Contractor provide all records/data/information, etc., to the Department and/or successor-Contractor in an approved format, within fifteen (15) days of receipt of the notice. There shall be no separate costs, either assessed or paid, for the provision of such data, records, documentation, etc., to either the Department or the successor-contractor.

The Department reserves the right to commence services provided by a successor-Contractor at least one (1) year prior to the expiration, termination, or cancellation of the Contract without amending the Contract.

To the extent possible, the Department will endeavor to commence services with a successor-Contractor in a manner that is the least-disruptive to the Contractor and that does not result in costs to the Contractor. Should this commencement of services result in disruption that causes the Contractor unanticipated or unavoidable costs, the Department shall have the sole discretion to determine: a) whether such costs were unanticipated and unavoidable, and therefore not already included in the Contract pricing, and b) were reasonably undertaken as a result of the commencement of services by the successor-contractor. If the Department finds that both conditions are present, the Department may pay the costs. The Contractor agrees to negotiate these costs based upon pricing established in the Contract or pricing established in any then-current State Term Contract regarding similar service delivery, whichever is lower.

- 2) If requested by the Department in writing prior to expiration of the Contract, the Contractor shall promptly (within ten (10) working days of expiration or as otherwise agreed in writing between the parties) return to the Department any or all of the following: all items, including but not limited to equipment, data, and software provided to the Contractor by the Department for use in service delivery or in support of the Contract; and all items (including licenses) purchased by the Department under or in support of the Contract or transferred or "to-be-transferred" to the Department's ownership at any time during or after the Contract term. Return of items shall be at the Contractor's expense unless otherwise agreed between the parties.

FF. Terms and Conditions

No other terms and conditions shall apply except as stated in this Contract or in the Purchase Order incorporating this Contract. This Contract shall prevail in the event of conflict with any other documents related to this purchase including, but not limited to, Contractor quotes, licensing agreements, order forms, Service Level Agreements (SLA), or additional terms.

GG. Performance Bond

The Department will not require the Contractor to furnish a performance bond or other form of security for the faithful performance of work under this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**Contractor:
Contractor's Name**

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

**Department of Highway Safety and Motor
Vehicles**

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED
BY: _____
NAME: **Jonathan P. Sanford**
TITLE: **Chief Counsel,
Office of the General Counsel**
DATE: _____

List of Attachments/Exhibits included as part of this Contract:

Specify Type	Letter/ Number	Description
Attachment	I	Scope of Services
Attachment	II	Driver's Privacy Protection Act (DPPA) Exceptions
Attachment	III	Contractor Certification Regarding Scrutinized Companies List

ATTACHMENT II

DRIVER'S PRIVACY PROTECTION ACT EXCEPTIONS

1. For use in connection with matters of motor vehicle or driver safety theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; and removal of non-owner records from the original owner records of motor vehicle manufacturers, to carry out the purposes of the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, the Clean Air Act, and chapters 301, 305, and 321-331 of title 49 U.S.C.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any self-regulatory body for:
 - a) Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
 - b) Investigation in anticipation of litigation; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - c) Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - d) Execution or enforcement of judgments and orders.
 - e) Compliance with an order of any court.
6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this paragraph.
10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.
11. For use in connection with the operation of private toll transportation facilities.
12. For bulk distribution of surveys, marketing, or solicitations when the department has obtained the express consent of the person to whom such personal information pertains.
13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record.
14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
15. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the Department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the Department.

ATTACHMENT III

**CONTRACTOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Contractor Name: _____
Contractor FEIN: _____
Contractor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone Number: _____
Email Address: _____

Pursuant to subsection 287.135(5), Florida Statutes, a company must certify its compliance with the requirements of that statute at the time of submitting a bid or proposal for a contract or before a company enters into or renews a contract with an agency.

In accordance with subsection 287.135(5), Florida Statutes, please check the following certification statement that applies to the procurement and/or contract through which your company is seeking to conduct business with the agency, based on the value of the procurement or contract.

For procurement/contract valued at less than \$1,000,000

I hereby certify that the company, of which I am a duly authorized representative, is not actively engaged in a boycott of Israel.

For procurement/contract valued at \$1,000,000 or more

I hereby certify that the company, of which I am a duly authorized representative, is in compliance with the requirements of subsection 287.135(5), Florida Statutes.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Printed Authorized Signature Name and Title: _____
