STATE OF FLORIDA



DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

September 21, 2021

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

Solicitation Number: FLHSMV-ITB-044-21

Title of Bid (items solicited): Driver License (DL) and Commercial Driver License

(CDL) Handbooks

Commodity Code(s): 73151900 Industrial Printing

82121500 Printing

82121506 Publication Printing

Date and Time Bids are Due: October 15, 2021, no later than 2:00 p.m., Eastern

Time

FLASMV
FLORIDA HIGHWAY SAFETY AND MOTOR VEHICLES

Department of Highway Safety and Motor Vehicles

Neil Kirkman Building 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 Department of Highway Safety and Motor Vehicles (FLHSMV) solicitations 24 hours a day, 7 days a week, visit the VBS at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu

Note: Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes (F.S.), 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, F.S.

Table of Contents

| 1.0 | Purpose and General Overview | 6 |
|------|--|----|
| 1.1 | Purpose | 6 |
| 1.2 | Definitions | 6 |
| 1.3 | Procurement Officer | 8 |
| 1.4 | Term | 8 |
| 1.5 | Renewals | 8 |
| 1.6 | Solicitation Conflicts and Order of Precedence | 8 |
| 2.0 | ITB Process Overview | 9 |
| 2.1 | General Overview | 9 |
| 2.2 | Bidder Questions | 9 |
| 2.3 | Addenda | 9 |
| 2.4 | Bid Opening | 10 |
| 2.5 | Disclosure of Bid Contents | 10 |
| 2.6 | Modification or Withdrawal of Bid | 10 |
| 2.7 | Diversity | 10 |
| 2.8 | Minority and Service-Disabled Veteran Business Enterprise Report | 10 |
| 2.9 | Non-Exclusive Rights | 11 |
| 2.10 | 0 Bid Tenure | 11 |
| 2.1 | 1 Accessibility for Disabled Persons | 11 |
| 2.12 | 2 Cooperation with the Inspector General | 12 |
| 2.13 | 3 MyFloridaMarketPlace Transaction Fee | 12 |
| 3.0 | Bid Instructions | 12 |
| 3.1 | Price Sheet Instructions | 12 |
| 3.2 | Mandatory Requirements | 13 |
| 3.3 | Minor Bid Exceptions | 14 |
| 3.4 | Non-Responsive Bids, Non-Responsible Bidders | 14 |
| 3.5 | Subcontracts | 15 |
| 4.0 | Bid Submission Instructions | 15 |
| 4.1 | Bid Submission | 15 |
| 4.2 | Delivery of Bid Submittal | 17 |
| 4.3 | Bid Guarantee | 17 |
| 4.4 | Redacted Submissions | 17 |
| 4.5 | Bid Submission Contents | 18 |

| 4.6 | Contractual Submissions | 20 |
|-----|-----------------------------------|----|
| 4.7 | Contractor Responsibility | 20 |
| 4.8 | Additional Documents/Requirements | 20 |
| 5.0 | Award Methodology | 22 |
| 5.1 | Basis of Award | 22 |
| 5.2 | Florida Preference | 22 |
| 5.3 | Identical Bids | 22 |
| 5.4 | Posting of Agency Decision | 23 |
| 5.5 | Contractual Submissions | 23 |
| | | |

Attachments and Exhibits:

ATTACHMENT A - CALENDAR OF EVENTS

ATTACHMENT B - SCOPE OF WORK

ATTACHMENT B - EXHIBIT 1

ATTACHMENT C - ADDITIONAL TERMS AND CONDITIONS

ATTACHMENT D - BIDDER INFORMATION FORM

ATTACHMENT E - SUBCONTRACTOR UTILIZATION FORM

ATTACHMENT F - PRICE SHEET

ATTACHMENT G - PAST PERFORMANCE_ CLIENT QUESTIONNAIRE

ATTACHMENT H - BIDDER QUALIFICATION QUESTIONS

ATTACHMENT I - CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

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 <u>entire</u> 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 <u>only</u> 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 the Calendar of Events, and view the answers given in the formal "addenda" issued for the solicitation. Also, please refer to any 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. Allow additional time for handling by postal or shipping services. Regardless of submittal method utilized, late bids will not be opened and will be rejected. In addition, faxed or emailed bid submittals are not allowed and will not be accepted.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

1.0 Purpose and General Overview

1.1 Purpose

The Florida Department of Highway Safety and Motor Vehicles (Department or FLHSMV) is issuing this Invitation to Bid (ITB) to establish a contract for printing, packaging, shipping and delivery of the "Florida Class E Driver License (DL) Handbook" and the "Florida Commercial Driver License (CDL) Handbook" (handbooks). The Department is seeking to contract with a Contractor with at least two (2) years of Business Experience within the last five (5) years in printing, packaging, shipping and delivery of printed materials/handbooks, as described in ATTACHMENT B - SCOPE OF WORK.

Bidders may view the current handbooks at the links listed below:

DL Handbook: https://www3.flhsmv.gov/handbooks/englishdriverhandbook.pdf
CDL Handbook: https://www3.flhsmv.gov/handbooks/englishcdlhandbook.pdf

1.2 Definitions

- A. <u>Awarded Contractor (also referred to as "Successful Vendor" or</u>

 <u>"Vendor"):</u> The party selected for award under this ITB, with whom the Department intends to enter into a formal contract document.
- B. <u>Authorized Representative:</u> 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.
- C. <u>Bid:</u> All information and materials submitted by a Bidder in response to this solicitation.
- D. <u>Business Experience</u>: A statement certifying that the Bidder has at least two (2) years of business experience within the last five (5) years in the provision of printing, packaging, shipping and delivery of printed materials/handbooks.
- E. <u>Contract:</u> 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.)
- F. <u>Contractor:</u> The Bidder who is awarded a contract by the Department as a result of this solicitation.
- G. <u>Day:</u> A calendar day, unless otherwise specified.
- H. **ITB:** Invitation to Bid.
- I. **Product:** The items sought by this ITB and to be provided/delivered to the Department by the prospective Contractor, should the Contractor be selected for award.
- J. 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, referenced in ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS. (Note: The terms "Purchase Order" and "Contract" are intended to be utilized interchangeably herein, although a purchase order is not "executed" by the parties.)
- K. <u>State:</u> State shall be synonymous with the Florida Department of Highway Safety and Motor Vehicles.
- L. <u>Subcontractor:</u> 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.
- M. <u>Vendor:</u> 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 **ATTACHMENT C, ADDITIONAL TERMS AND CONDITIONS** for additional definitions in <u>PUR 1000</u>, Paragraph 1, and <u>PUR 1001</u>, Paragraph 1.

1.3 Procurement Officer

The Procurement Officer, acting on the behalf of the Department, is the sole pointof-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, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3176
CorinaChiorescu@flhsmv.gov

Subsection 287.057(23), F.S., 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 up to 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 three (3) years.

1.5 Renewals

Renewal may be structured as a single three-year term, three (3) one (1) year terms, or any combination totaling no more than three (3) 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), F.S.).

1.6 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. Invitation to Bid Addenda, in reverse order of issuance:
- B. Invitation to Bid, including ATTACHMENT B, SCOPE OF WORK;
- C. General Contract Conditions (PUR 1000); and
- D. General Instructions to Respondents (PUR 1001).
- E. Contractor's submitted bid.

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 section 287.057(1)(a), F.S., by 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 VBS to initiate the solicitation process.

2.2 Bidder Questions

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in the Procurement Officer section above, within the time indicated in **ATTACHMENT A, CALENDAR OF EVENTS**. Questions must reference FLHSMV-ITB-044-21 in the subject line of the e-mail.

Written answers to questions received by the Department will become part of this solicitation and will be posted on the VBS, through an addendum, on or about the date referenced in the Calendar of Events.

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 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

It is the responsibility of the Bidder to check the VBS for new or changing information.

2.4 Bid Opening

The Department will hold an opening via conference call of the bids at the date and time indicated in **ATTACHMENT A, CALENDAR OF EVENTS**.

2.5 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 subsection 2.6, Modification or Withdrawal of Bid, below.

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.

2.6 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.

2.7 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, subsection 2.8, Minority and Service-Disabled Veteran Business Enterprise Report, below.)

2.8 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. 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, 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.

2.9 Non-Exclusive Rights

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

2.10 Bid Tenure

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

2.11 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.

2.12 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, F.S.

2.13 MyFloridaMarketPlace Transaction Fee

The Florida Department of Management Services (DMS) has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee (see, statutory section for fee amount), which each Contractor shall pay to the state of Florida, 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 reprocurement 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.

3.0 Bid Instructions

3.1 Price Sheet Instructions

The Bidder must submit a completed electronic copy (Excel) and a signed PDF copy of **ATTACHMENT F, PRICE SHEET** as provided by the Department, to be considered for award.

- A. The Bidder shall provide a price(s) in each yellow cell of ATTACHMENT F, PRICE SHEET, for each handbook listed on ATTACHMENT F. Failure to provide a price in a yellow cell may deem the prospective Contractor non-responsive. All unit prices shall include any and all costs related to materials, production, packing, shipping and delivery.
- 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, unless determined otherwise by the Department.
 - Price(s) will be final based on Department verification. Department-corrected price sheets will be made available upon written request to the Bidder as permitted by state law.
- D. The Department will not agree to caveat language for pricing within ATTACHMENT F, PRICE SHEET. A bid submittal that includes caveat language for pricing will be viewed as a conditional bid and the Department will reject the Bidder's bid submittal. (See, also subsection 3.4, Non-Responsive Bids, Non-Responsible Bidders, below.)
- E. ATTACHMENT F PRICE SHEET, shall be labeled and tabbed separately and should be included with the original hard copy bid submission and original electronic copy of the submission.

3.2 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.

3.3 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.

3.4 Non-Responsive Bids, Non-Responsible Bidders

Bids that 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.

A bid that includes any qualifying language, conditions, caveat(s), or modification(s), or other language not meeting or changing the material requirements of the ITB, anywhere in the Bid will be viewed as a conditional bid and the Department will reject the Bid.

3.5 Subcontracts

Anticipated subcontract agreements known at the time of bid submission, including the percentage of work to be performed by each subcontractor, must be identified in the bid using Attachment E – Subcontractor Utilization Form, or the bid will be deemed non-responsive. The Contractor may, only with prior written consent of the Department, enter into written subcontracts for the provision of goods, as indicated in this ITB. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted.

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

The Bidder shall submit:

- 4.1.1 One (1) original hard copy (marked "Original Bid") with one (1) copy and one (1) redacted hard copy of the bid submittal (marked "Redacted Copy"), if applicable (see, subsection 4.4 Redacted Submissions, below).
- 4.1.2 An electronic copy of the original bid and of the redacted bid, if applicable. The electronic copies (one copy of each) shall be submitted on a USB thumb drive, as indicated in Section 4.2., Delivery of Bid Submittal. 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. The redacted copy of the bid should be suitable for release to the public. Any confidential or trade secret information covered under section 812.081, F.S., should be either redacted or completely removed. The redacted bid shall be marked "REDACTED COPY" and must contain a transmittal letter authorizing release of the redacted version of the bid in the event the Department receives a public records request.
- 4.1.3 Mandatory sample requirements with the Bid submission.

Printed samples failing to meet any of the requirements below of this ITB may be rejected which can deem the bid non-responsive.

A. The Bidder must submit printed samples, representative of minimum specifications, in English only. The samples must be submitted at the time the bid is submitted to the Department. The purpose of these samples is to demonstrate each Bidder's ability to incorporate the below listed minimum requirements.

The Bidder(s) shall submit samples meeting the DL and CDL Handbooks specifications of this solicitation including cover and interior pages. All samples shall be in English only, printed and produced by the Bidder. The Bidder may submit already available samples if they meet the specifications indicated in this solicitation.

The Bidder must submit all required printed samples to be considered responsive, according to the minimum specifications indicated below:

1. DL Handbook

- a) Cover Paper Stock: 80 lb., Satin Cover White #2 sheet, Color 4/4, bleeds (all sides).
- b) Interior Paper Stock: 60 lb., Uncoated Offset (white), Color 4/4, no bleeds.

2. CDL Handbook

- c) Cover Paper Stock: 80 lb., Opaque Cover, Black 1/1, no bleeds.
- d) Interior Paper Stock: 60 lb., Uncoated Offset, Black 1/1, no bleeds.

Each sample must clearly identify the specification being represented, as indicated above. The Bidder shall use the numbering system listed above (a, b, c, d) for the DL and CDL Handbooks including interior pages and covers that represent the required specifications. The Bidder may be deemed non-responsive if the samples are not clearly identified as indicated in this section.

Unless a return is requested pursuant to C. below, all printed samples submitted to the Department as part of a bid submission will become property of the Department.

- B. The Department will conduct a review of the samples to ensure they meet or exceed the requirements. All review findings will be documented.
- C. Upon request, printed 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.

4.2 Delivery of Bid Submittal

All bids shall be submitted to the Procurement Officer at the address identified in subsection 1.3, and must be received by or before the date and time indicated in **ATTACHMENT A, CALENDAR OF EVENTS**. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure all mandatory requirements are met and that the bid is delivered no later than the time of the bid opening. This is a mandatory requirement.

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

PLEASE MARK PACKAGE(S) WITH: FLHSMV-ITB-044-21 – OFFICIAL BID – DO NOT OPEN.

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

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

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

4.3 Bid Guarantee

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

4.4 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, F.S., 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, F.S., 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.

4.5 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. Elaborate responses with colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. 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 Bidder's Authorized Representative.

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

Mandatory attachments/documents to be completed, signed, and included with the bid:

A. Background Information:

The background information of the Bidder shall include, at a minimum, the following:

- 1. Date established:
- 2. Ownership (public company, partnership, subsidiary);
- 3. Primary type of business and number of years conducting primary business;
- List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors, if applicable;
- 5. National accreditations, memberships in professional associations or other similar credentials;
- Provide a short narrative that describes relevant experience providing printing, packaging, shipping and delivery of printed materials/handbooks, with multiple sites spread-out over a large geographic area;
- 7. Provide a description of resources in providing large scale delivery of printed materials, such as equipment and vehicles, subcontractor networks, specialty personnel, etc, that would be available to provide the goods and services pursuant to this ITB.
- 8. Provide examples of current or past contracts similar in nature and size to the scope to the ITB. Provide names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contract Manager(s).

NOTE: The Department reserves the right to use all information provided in determining responsibility of the Bidder, as well as any other information the Department may obtain that bears the issue of responsibility.

- **B. ATTACHMENT D, BIDDER INFORMATION FORM;**
- C. ATTACHMENT E, SUBCONTRACTOR UTILIZATION FORM:
- D. ATTACHMENT F, PRICE SHEET;
- E. ATTACHMENT G, PAST PERFORMANCE CLIENT QUESTIONNAIRE;

The Bidder shall provide two (2) client references with their bid, utilizing ATTACHMENT G of this ITB. In order to qualify as current experience, services/goods described shall be ongoing or shall have been provided within the thirty-six (36) months preceding the issue date of this ITB.

F. ATTACHMENT H, BIDDER QUALIFICATION QUESTIONS.

Bidders will complete, sign and submit **ATTACHMENT H, BIDDER QUALIFICATION QUESTIONS**, attached hereto and made a part of this ITB, with the bidder's bid submittal. Responses provided will not result in rejection of the bid. The Department reserves the right to verify the Bidder's status for any of the Bidder Qualification Questions.

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

4.6 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.

4.7 Contractor Responsibility

Following award, the Department will consider each awarded Contractor to be the sole point-of-contact regarding contractual matters. The Contractor will assume sole responsibility for providing the products and/or services offered in its bid whether or not the Contractor is the manufacturer of said products or provider of such services or any component, thereof.

4.8 Additional Documents/Requirements

The following documents and/or requirements are to be completed upon notice of award and prior to contract execution or purchase order issuance:

A. Florida Department of State Registration

Pursuant to section 607.1501, F.S., out-of-state corporations are required to obtain a Florida Certificate of Authority pursuant to subsection 607.1503(1),

F.S., 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/

B. 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.

C. 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, F.S., 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, F.S., 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 of notice of 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.

D. 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 G, CONTRACTOR'S CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST, that its company is not engaging in a boycott of Israel, in accordance with s. 287.135(5), F.S.

5.0 Award Methodology

5.1 Basis of Award

- A. The Department intends to award to the responsible and responsive Bidder that submit(s) the **lowest Grand Total** price (consisting of the original and renewal term price, for both the DL and CDL Handbooks), as indicated in **ATTACHMENT F, PRICE SHEET**. The Bidder's past history, ability, capacity, prior contract experience, past performance, and all information submitted with the bid will be considered by the Department in determination of responsibility.
- 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

Pursuant to section 283.35, F.S., the Department shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be five percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state.

A vendor may submit questions regarding this preference during the prescribed question and answer period noted in the Calendar of Events.

5.3 Identical Bids

When evaluating Bidder responses to solicitations, if the agency is confronted with identical pricing 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. Section 287.057(11), 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."

In the event the application of subsections 1) and 2), above, fail to resolve the identical bids, the agency shall determine the award by a means of random selection (e.g., a coin toss or drawing of numbers).

5.4 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.

5.5 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT A CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation and indicates the dates and times governing all solicitation activities. Prospective vendors 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 Prospective Vendor's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation posted on the Vendor Bid System (VBS) (http://myflorida.com/apps/vbs/vbs_www.main_menu). Prospective vendors are responsible for submitting all required documentation by the dates and times indicated below (Eastern Time) or as modified in an addendum, as applicable. The Department will not consider late submittals.

| ACTIVITY | DATE/TIME | LOCATION |
|---|--|---|
| Solicitation Issued by the Department | September 21, 2021 | Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu |
| Deadline for Receipt of Written Inquiries | September 28, 2021 at 3:00 P.M., EST | All questions and/or proposed changes to the solicitation must be submitted, via email only, to the Procurement Officer. CorinaChiorescu@flhsmv.gov |
| Anticipated Date for Department Responses to Contractor Questions | October 5, 2021* | Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu |
| Deadline for Receipt of Bids ¹ | October 15, 2021 at 2:00 P.M., EST | Department of Highway Safety and Motor Vehicles Neil Kirkman Building 2900 Apalachee Parkway, MS# 31 Tallahassee, FL 32399-0500 |
| Opening of Bids | October 15, 2021 at 2:30 P.M., EST | Conference call info: Toll Free: 1-888-585-9008 Conference Room Number: 625-608-165 |
| Anticipated Posting of Notice of Intent to Award | October 26, 2021* | Electronically Posted http://myflorida.com/apps/vbs/vbs_www.main_menu |

^{*}Please note: The Department reserves the right to post early or in the best interest of the state.

Solicitation activities shall take place on the date and time indicated above, where applicable, with the exception of recognized State of Florida holidays (see, section 110.117, Florida Statutes (F.S.)). For planning purposes, prospective vendors should 'consider the utilized mailing service's observed holiday.

ATTACHMENT B SCOPE OF WORK

1.0 Specifications

The Contractor shall provide to the Department all services related to the printing, packaging, shipping and delivery of the Department's "Florida Class E Driver License (DL) Handbook" and the "Florida Commercial Driver License (CDL) Handbook". These services include layout and printing in various languages, as specified in Section 1.0 Specifications, subsection B. Handbook Description. The packaging, shipping/handling, and delivery of handbooks to designated locations shall be performed in accordance with the requirements of each specified location, and in the estimated amounts indicated in EXHIBIT 1. Further information regarding delivery requirements to designated locations is listed in ATTACHMENT B – SCOPE OF WORK, EXHIBIT 1.

All products provided pursuant to this ITB shall meet or exceed the specifications listed in this SCOPE OF WORK. If the specifications listed herein are below acceptable industry standards, the more stringent standards shall apply.

The Florida DL and CDL handbooks are owned by the State of Florida and will be copyrighted. The handbooks shall not contain any commercial advertisements or any other information other than the text provided by the Department, as indicated in Section B, Handbook Description, below. The handbooks may not be reprinted or reproduced in whole or in part in any form without the prior written consent of the Department.

A. Quality of Product

The handbooks provide education and guidelines regarding the "rules of the road" in the state of Florida. The handbooks will be distributed statewide for public use and will be utilized by individuals as a study and reference guide. Therefore, all printed versions of the handbooks must be professional in both finish and quality. Binding shall be sufficient to withstand repeated opening and closing of the handbooks and bending of pages. All printed handbooks shall be the same or better quality and appearance as the approved hard proof.

B. Handbook Description

The DL Handbook shall be printed in English, Spanish, and Haitian Creole; the CDL Handbook shall only be printed in English. The paper size, cover, interior pages

and binding for each type of handbook are listed in the tables below, and on ATTACHMENT F, PRICE SHEET.

1. Paper

a. <u>DL Handbook – in English, Spanish and Haitian Creole:</u>

| Table 1 Florida Class E Driver License (DL) Handbook Printed in English, Spanish and Haitian Creole Specifications | | |
|--|---|--|
| Size (including interior pages) | 5.5" x 8.5" | |
| Cover | Paper Stock: 80 lb. Satin Cover (white) | |
| | Color 4/4 | |
| | Bleeds (all sides) | |
| Interior Pages | Paper Stock: 60 lb. Uncoated Offset (white) | |
| | Color 4/4 | |
| | No Bleeds | |
| | 100 pages | |
| Binding | Saddle-stitch | |

b. <u>CDL Handbook – English only:</u>

| Table 2 Commercial Driver License (CDL) Handbook Printed in English | | |
|---|---|--|
| Specifications | | |
| Size (including interior pages) | 8.5" x 11" | |
| Cover | 80 lb. Opaque Cover Black 1/1 No Bleeds | |
| Interior Pages | Paper Stock: 60 lb. Uncoated Offset (white) Black 1/1 No Bleeds 160 pages | |
| Binding | Perfect | |

The following sections shall apply to both DL and CDL handbooks.

2. Text and Graphics:

- a. DL handbook: full color, CMYK (Cyan, Magenta, Yellow, and Black).
- b. Any modification must be approved in writing by the Department prior to production of final product.

3. File Submission/Preflight

- a. All publications will be provided as packaged InDesign CC files including all linked graphics and fonts used.
- b. File will be uploaded via Contractor's File Transfer Protocol (FTP) site.
- c. Contractor will be required to pre-flight the job to manage page creep, color profiles, imposition, pagination, etc.
- d. Contractor is not authorized to alter content (text, graphics, or layout) in any way.

C. Production and Delivery Timeframes

- 1. Off-press/soft proof of the handbooks, in all required languages, must be delivered to the Department's Contract Manager within five (5) business days of FTP upload.
- 2. Press/hard proof in English only must be delivered to the Department's Contract Manager within ten (10) business days following receipt of Department's approval of the soft draft (only during the first contract year).
- 3. Printing and delivery of the handbooks must be completed within fifteen (15) days following Department's approval of the press/hard proof or no more than thirty (30) days after contract execution, whichever occurs first.
- 4. The Contractor shall have the capability and resources to produce, ship and deliver large quantities of handbooks at multiple locations across the state of Florida, at varying frequencies, as determined by the Department's Contract Manager.

D. Overruns

The Contractor shall not charge the Department for overruns.

E. Packing, Shipping and Delivery

NOTE: THE PRICE FOR PACKING, SHIPPING AND DELIVERY AS INDICATED BELOW SHALL BE INCLUDED IN THE HANDBOOK UNIT COST LISTED BY THE AWARDED CONTRACTOR IN ATTACHMENT F, PRICE SHEET. NO ADDITIONAL/SEPARATE COSTS WILL BE PAID BY THE DEPARTMENT.

- Delivery of the handbooks shall be completed in accordance with the production timeframes listed in Section 1.0, Specifications, subsection C., Production and Delivery Timeframes, above, to the delivery locations indicated in ATTACHMENT B - EXHIBIT 1, which may be modified at any time during the contract term.
- 2. All handbooks must be packed in box sizes not to exceed 9"x11"x11" with no box exceeding a total weight of 25lbs. Each box must be clearly labeled on an exterior side panel: "Florida Driver's License Handbook" and/or "Florida Commercial Driver License Handbook" with the language version and the total number of handbooks contained in the box clearly indicated. Each label shall match the contents of the box to which it is affixed.
- 3. Delivery will be to Department of Motorist Services offices and County Tax Collector offices that issue driver licenses in the state of Florida, and to Driver Education Licensing Assistance Program (DELAP)/high school locations as designated in ATTACHMENT B EXHIBIT 1. Shipping shall be Free on Board (FOB) destination. The Department reserves the right to add or delete locations during the contract term. At each printing order, the Department will provide the Contractor an updated distribution list.
- 4. The delivery truck's length shall not exceed 48', including the sleeper cab. Due to the limited space of some delivery locations, no truck over 48' in length, whether having a sleeper cab or not having a sleeper cab, may be utilized for deliveries related to this ITB.
- 5. 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.

- 6. Deliveries shall be made between 8:30 a.m. and 5:00 p.m. EDT, Monday through Friday, excluding state holidays, unless otherwise stated on a purchase order.
- 7. Deliveries to the Driver Education Licensing Assistance Program (DELAP)/high school locations listed on ATTACHMENT B, Exhibit 1, Tab 2, can be done by common carrier. Shipping shall be FOB destination.
- 8. Inside warehouse delivery is required for all shipments to the Tax Collector locations, which are indicated in ATTACHMENT B, Exhibit 1. The Contractor will be responsible for the following:
 - a. require all freight carriers providing services under the Contract to have lift gate capabilities (see, ATTACHMENT B, Exhibit 1 for applicable delivery locations);
 - b. mark all waybills with "INSIDE DELIVERY REQUIRED";
 - c. require delivery drivers to unload all shipments, which includes transporting all pallets or individual boxes, as indicated in ATTACHMENT B, Exhibit 1, comprising the entire shipment for each delivery location into the building. Certain locations indicated in ATTACHMENT B, Exhibit 1, require individual boxes to be delivered and placed in a designated spot within the building, as indicated by the Department's Contract Manager.
 - d. require delivery drivers to have the necessary tools or equipment to unload pallets or boxes., as indicated in c., above.
- 9. Department employees will not be responsible and may not be utilized for unloading shipments.
- 10. 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.

F. Reprinting and Delivery During the Contract Term

The handbook will be re-printed every year during the contract term, including renewal (if the renewal option is exercised). Reprinting may include copy changes to incorporate new or revised laws, rules, or regulations, updated graphics, or other changes. If changes are required, the Department will provide an updated/revised file to the Contractor. If changes are not required, the Department will notify the Contractor in writing. Regardless of whether changes are required or not, reprinting, packaging and delivery will be completed in accordance with Section 1.0

Specifications, subsections C., Production and Delivery Timeframes,¹ and E., Packing, Shipping and Delivery, or as otherwise revised during the term of the Contract.

G. Error Rate

The Department will permit an error rate of no more than one percent (1%) of the total handbooks produced during each printing run. Because the handbooks will only be received by Tax Collector's offices and other locations for distribution purposes, the Department will not be able to inspect or rely on inspection of handbooks upon delivery. Therefore, the error rate shall be based on both defective handbooks identified by the locations receiving delivery of the handbooks and the number of complaints received from individuals to whom the handbooks have been distributed (e.g., members of the public). Only complaints involving activities performed by the Contractor (e.g., printing, binding, formatting, etc.) shall be counted in the error rate. Any errors due to information submitted by the Department (e.g., text/copy errors) shall not be counted in the error rate as long as the information submitted by the Department has not been altered or changed without the Department's knowledge or permission.

The Department will immediately notify the Contractor if the error rate has been exceeded. If exceeded, the Department will either direct the Contractor to reprint and ship the entire production run at no cost to the Department or the Department will terminate the contract and seek to estreat the Contractor's performance bond.

H. Estimated Quantities

Quantities are estimates 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 handbooks, as estimated in ATTACHMENT B - EXHIBIT 1. The Department reserves the right to increase or decrease the quantities by twenty percent (20%) 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. Payment shall be based on the per handbook (unit) price that shall include packing, shipping and delivery, as referenced or incorporated in the Contract.

¹ First re-printing and delivery of the handbooks (English version) must be completed within fifteen (15) days following Department's approval of the press/hard proof.

2.0 Deletions, Additions and Modifications

At any time during the contract/purchase order term, the Department shall have the right to add or delete materials and/or services provided by the prospective Contractor.

Materials and/or services may be deleted at the sole discretion of the Department.

3.0 Material Compliance and Compatibility

It is the prospective Contractor's responsibility to ensure that the materials and/or services supplied are compliant with the requirements, specifications, terms and conditions of this ITB and any Purchase Order issued by the Department. The acceptance of the Department's Purchase Order, which is deemed to occur upon issuance of the Purchase Order in the state's electronic e-procurement system, shall mean that the prospective Contractor agrees to deliver only those materials that are fully compliant and compatible with this ITB and the Purchase Order's requirements, specifications, terms and conditions.

4.0 Inspection and Acceptance

At time of delivery, personnel at the delivery location will conduct a general inspection of the palleted or boxed materials and/or services delivered by the Contractor under this ITB. Receipt of delivery of the materials and/or services does not constitute acceptance for the purposes of payment. Final acceptance and authorization of payment shall be given by the Department only after a thorough inspection indicates that the materials and/or services meet the purchase requirements, specifications, and terms and conditions as described herein and as incorporated in the resulting Contract.

5.0 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. Deliverables due dates may be extended upon prior written approval of the Department.

| TABLE 3 | | |
|----------------------|--|---|
| Deliverable Schedule | | |
| | Deliverable | Due Date |
| A. | Print, package, ship and deliver the DL and CDL handbooks in the | To be confirmed in writing by the Department. |

| | quantities and timeframes indicated | |
|----|---------------------------------------|-----------------------------------|
| | by the Department's Contract | |
| | Manager and as indicated in Section | |
| | 1.0, Specifications. | |
| B. | The Contractor shall timely redeliver | Within five (5) days of rejection |
| | shipments as indicated in Section 1.0 | of shipment. |
| | Specifications, subsection E., | |
| | Packing, Shipping and Delivery. | |

6.0 Performance Standards and Financial Consequences

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 financial consequences indicated below upon the Contractor for failure to comply with the performance standard requirements as set forth in the table below.

| | TABLE 4 Performance Standards and Financial Consequences | | | |
|----|---|---|--|--|
| | Performance Standard Requirement | Financial Consequences to be Imposed | | |
| A. | Print, package, ship and deliver the DL and CDL handbooks in the quantities and timeframes indicated by the Department's Contract Manager and according to Section 1.0, Specifications. | Twenty dollars (\$20) per day, per box, for each day beyond the due date until correctly delivered. | | |
| B. | The Contractor shall timely redeliver any shipments as indicated in Section 1.0, Specifications, subsection E., Packing, Shipping and Delivery, and section 5.0 Deliverables. | Fifty dollars (\$50) per day for each day beyond the due date until correctly redelivered. | | |

A. General Financial Consequences

Except as otherwise stated 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 of work document and the Contract, not to exceed \$5,000 per month.

7.0 Compensation

A. Contract Amount

This is a fixed price Contract not to exceed the total contract amount of \$275,000 annually.

B. Contract Payment

- 1. The Department will pay the prospective Contractor upon the completion and acceptance of the deliverable(s) outlined in ATTACHMENT B SCOPE OF WORK, Section 5.0, Deliverables.
- 2. Contract payments will be made in accordance with section 215.422, F.S., which provides in part, that agencies have five (5) working days to inspect and approve goods and services, unless solicitation 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, F.S., 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 https://www.myfloridacfo.com/division/aa/localgovernments/current.htm).

C. Invoicing

- The prospective Contractor shall submit properly completed invoice(s) to the Department's Contract Manager no later than forty-five (45) days after completion, written approval and acceptance of the deliverable(s) by the Department.
- 2. The prospective 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. Any payment due under the terms of this Contract may be withheld or, in the instance of underperformance, reduced in accordance with the amount of underperformance. Additionally, all applicable deliverables and invoices due from the Contractor as well as any necessary adjustments must be approved by the Department.
- 3. The invoice(s) shall include at a minimum:

- Supporting invoices;
- 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 Contractor'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 contractors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516.

D. Late Invoicing

Unless written approval is obtained from the Department, and at the discretion of the Department, correct invoices with documentation received one (1) to five (5) calendar days after the due date, will be paid at ninety percent (90%) of the amount of the invoice; correct invoices with documentation received six (6) to ten (10) calendar days after the due date will be paid at seventy-five percent (75%) of the invoice; and correct invoices with documentation received more than ten (10) calendar days after the due date will not be paid.

E. Additional Payment Terms

1. In accordance with section 287.0582, F.S., the state of Florida's performance and obligation to pay under the 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 the contract.
- 3. Contractors are encouraged to accept payments for work performed under the contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System, the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at https://www.myfloridacfo.com/Division/AA/Vendors/default.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 the 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.

8.0 Special Provisions

If applicable, the Contractor must comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Contractor's most recent IRS Form 990, Return of Organization Exempt from Income Tax.

A. Contract Management

Department's Contract Manager will be:

TBD

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 Financial Consequences, as required, in accordance with the Contract and provide a copy of any formal notices imposing Financial Consequences 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
- 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 Contract Administrator

The Contract Administrator for the Contract will be:

Contract Administrator, 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).

C. Contractor's Contract Manager

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

TBD

D. Contract Management Changes

After execution of the Contract, any changes in the information contained in Section 8.0, Special Provisions, subsection A., 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.

E. 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: Financial Consequences; 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, F.S.

F. Contract Amendments

Unless otherwise stated herein, modifications to the provisions of the 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 8.0 Special Provisions, Subsection A, Contract Management, may be made via letter or e-mail to the other party's Contract Manager or Contract Representative, as applicable.

G. Monitoring

- 1. The Department's Contract Manager or designated Department staff will perform monitoring during the term of the resulting contract to determine if the Contractor has met each Performance Standard identified in Section 6.0, Performance Standards and Financial Consequences. Monitoring shall include review of Contractor's compliance with not only the service delivery requirements of the resulting contract, but all other contract requirements as well. 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 the contract.
- 2. 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 8.0 Special Provisions, Subsection E., 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 H., Corrective Action Plan (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing financial consequences or liquidated damages for failure to meet any Performance Standard.

H. Corrective Action Plan

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

- resulting contract, the Department shall notify the Contractor of the compliance issue(s) in writing.
- 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.
 - c. If the Department's 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 resulting contract and liquidated damages of \$100.00 per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
 - d. The Contractor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
 - e. 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 resulting contract and shall be subject to liquidated damages.

f. 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.

I. 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.

J. Expired Term Purchase Orders (PO)

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.

K. Transition Plan (In the Event of Contract Cancellation, Termination or Expiration)

An essential element to assuring success of this project will be the transition from one contractor to another should the resulting contract be canceled, terminated, or expire, and a new contract is subsequently executed with a firm other than the awarded contractor.

The awarded 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 resulting contract or any cancellation or termination thereof, at no additional cost to the Department. The Department expects the awarded contractor to have included the costs of transition in its response and price sheet and will not pay any additional, separate, or other costs related to this six-month or longer term.

1. Transition Meetings

Prior to the cessation of services due to cancellation, termination, or expiration of the resulting contract, the Department shall schedule and the awarded 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.)

2. Transition Plan

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

- a. Designated point of contact for each entity;
- b. A calendar of regularly scheduled meetings;
- c. A detailed list of data that will be shared;
- d. Milestones/tasks to be met/completed by each entity during transition;
- e. A mechanism and timeframe for transmitting images, records and data; and
- f. A clear description of the mutual needs and expectations of all entities.

3. Commencement of Services by 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 resulting 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 awarded contractor and that does not result in costs to the awarded contractor. Should this commencement of services result in disruption that causes the

awarded 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 awarded contractor agrees to negotiate these costs based upon pricing established in the resulting contract or based on open-market pricing in effect at that time for similar service delivery, whichever is lower.

L. Inspection of Records

Pursuant to Section 216.3166, Florida Statutes, the Department is authorized to inspect: (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) Programmatic records, papers, and documents of the Contractor which the public agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

M. Annual Report as Required by Executive Order 20-044

If applicable, the Contractor must comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Contractor's most recent IRS Form 990, *Return of Organization Exempt from Income Tax*.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

| | | | | | TAX COLLECTOR AND DL OFFI | CES | | | Accommodate | mas | |
|------------------------------|---------------------------------|-----------|-------------------------------|--|--|--------------------------------------|------------------------------------|---------------------------------|-------------------------------------|-------------------------------|---|
| | | | | | | | | Liftgate Needed for Truck | Pallet or Requires Individual | Shipping Dock. Liftgate | Has Shipping Dock—Accommodate Pallett or Indiviudal |
| | English Spanish Haitian | CDL | Attention/Contact Name | Street Address | City and Zip | Shipping Phone | Contact Phone | Deliveries | Boxes? | required? | Boxes? |
| 1 ALACHUA | 3,100 400 50 | 300 | Maureen Johnson | 5801 NW 34th Blvd. | Gainesville, FI 32653 | 352-548-3745 | 352-548-3745 | YES | Individual Boxes | | |
| 2 BAKER | 650 | 100 | Tracey Martin | 32 N 5th St | Macclenny, FL 32063 | 904-259-2321 | 904-653-4511 | YES | Individual Boxes | | |
| 3 BAY | 2,200 350 | | Tieyone Mitchell | 850 W 11th St | Panama City, FI 32401 | 850 248-8501 | 850 248-8537 | | | NO | Pallet |
| 4 BRADFORD | 550 | | Julie Sullivan | 945 N Temple Ave, Suite B | Starke, FL 32091 | 904-966-6277 | 904-966-6277 | YES | Individual Boxes | | |
| 5 BREVARD | 7,000 900 100 | | Kelli Grantland | 800 Park Avenue & South Street | Titusville, FL 32780 | 321-264-7711 | 321-264-6965 | YES | Individual Boxes | | |
| 6 CALHOUN | 150 | | Becky Smith | 20859 Central Ave E, Rm 107 | Blountstown, FL 32424 | 850-674-8242 | 850-674-8242 | YES | Individual Boxes | | |
| 7 CHARLOTTE | 1,800 250 50 | 600 | | 18500 Murdock Circle, Room 239 | Port Charlotte, FL 33948 | 941-743-1363 | 941-743-1363 | YES | Pallet | | |
| 8 CITRUS | 1,300 50 | 450 | | 210 North Apopka Ave., Suite 100 | Inverness, FL 34450 | 352-341-6500 | 352-341-6503 | YES | Individual Boxes | | |
| 9 CLAY 10 COLLIER | 3,400 700 50 3,200 2,900 400 | | Brenda Harvey Monica Usher | 477 Houston Street | Green Cove Springs, FL 32043 | (904)284-6331 239-252-1150 | (904)284-6331 239-252-1155 | YES YES | Pallet Pallet | | |
| 11 COLUMBIA | 950 50 950 50 | | Tracy Duckett | 725 Airport Road South 135 NE Hernando Ave., Ste 125 | Naples, Florida 34104 Lake City, FL 32055 | 386-758-1078 | 386-758-1078 | YES | Individual Boxes | | |
| 12 DE SOTO | 350 100 | 150 | | 201 E Oak Street Suite 101 | Arcadia, FL 34266 | 863-993-4861 | 863-993-4861 | YES | Individual Boxes | | |
| 13 DIXIE | 250 | | Katrina Stinson | 214 NE 351 HWY, STE A | Cross City, FL 32628 | 325-498-1213 | 352-498-1213 | YES | Individual Boxes | | |
| 14 DUVAL | 10,600 1,800 100 | 2,100 | | 231 E Forsyth St, Room 170 | Jacksonville, FL 32202 | 904-255-5815 | 904-255-5815 | YES | Pallet | | |
| 15 ESCAMBIA | 3,400 300 | | Marie Bumgarner | 6451 North "W" Street | Pensacola FL 32505 | (850) 438-6500, ext. 3401 | 850-438-6500 | YES | Pallet | | |
| 16 FLAGLER | 1,350 300 | | Cordella Dotson | 1769 E Moody Blvd BLdg 2 Suite 102 | Bunnell, FL 32110 | (386) 313-4160 | 386-313-4714 | YES | Individual Boxes | | |
| 17 FRANKLIN | 150 50 | 50 | | 33 Market St, Ste. 200 | Apalachicola, Fl 32329 | 850-653-9323 | 850-653-9323 | YES | Individual Boxes | | |
| 18 GADSDEN | 350 150 | 100 | Tim Rowan | 16 S. Calhoun St. | Quincy, FL 32351 | 850-627-7255 | 850-627-7255 | YES | Individual Boxes | | |
| 19 GILCHRIST | 100 50 | 50 | | 500 Ave. J, Rm. 101 | Moore Haven, FL 33471 | 863-946-6035 | 863-946-6035 | YES | Individual Boxes | | |
| 20 GLADES | 100 | 50 | LaRen Choate | 220 S. Main St. | Trenton, FL 32693 | 352-463-3178 | 352-463-3178 | YES | Individual Boxes | | |
| 21 GULF | 150 | 50 | Candye Lewis | 1000 Cecil Costin Blvd., Rm. 100 | Port St. Joe, FL 32456 | 850- 229- 6116 | 850- 229- 6116 | YES | Individual Boxes | | |
| 22 HAMILTON | 150 | 50 | Mary Adams | 207 NE 1st St, Rm 104 | Jasper, FL 32052 | 386-792-1284 | 386-792-1284 | YES | Individual Boxes | | |
| 23 HARDEE | 800 250 | | April Lambert | 110 W Oak Street Suite 102 | Wauchula, FL 33873 | 863-773-6365 | 863-832-0953 | YES | Individual Boxes | | |
| 24 HENDRY | 800 450 100 | | Sallie Brown | 25 E. Hickpochee Avenue | Labelle, FL 33935 | 863-675-5280 | 863-675-4023 | YES | Pallet | | |
| 25 HERNANDO | 2,250 200 | 450 | | 7489 Forest Oaks Blvd | Spring Hill, FL 34606 | 352-540-6490 | 352-754-4733 | YES | Individual Boxes | | |
| 26 HIGHLANDS | 1,100 200 50 | 250 | | 540 S. Commerce Avenue | Sebring, FL 33870 | 863-402-6685 | 863-402-6688 | YES | Pallet | | |
| 27 HILLSBOROUGH | 16,500 8,750 200 | | Joe Zambito | 2506 N Falkenburg Rd | Tampa, FL 33619 | 813-612-6716 | 813-612-6716 | YES | Pallet | | |
| 28 HOLMES | 300 | | Amy Monk | 224 N Waukesha St | Bonifay, FL 32425 | 850-547-1115 ext 228 | 850-547-1115 ext 228 | YES | Individual Boxes | | |
| 29 INDIAN RIVER | 1,750 500 50 | | Lori Bloom | 1800 27th Street, Bldg B | Vero Beach, FL 32960 | 772 -226-1357 | 772-226-1361 | YES | Pallet | | |
| 30 JACKSON | 600 50 200 50 | 100 | | 3613 Hwy 90 | Marianna, FL 32446 | (850) 482-9602 | (850) 482-9602 | YES YES | Individual Boxes | | |
| 31 JEFFERSON 32 LAFAYETTE | 150 | 100 50 | Lois Hunter Chuck Hewett | 500 West Walnut Street 120 W Main St | Monticello, FL 32344 Mayo, FL 32066 | 850-342-0147 386-294-1961 | 850-342-0147 386-294-1961 | YES | Individual Boxes | | |
| 32 LAFATETTE 33 LAKE | 4,000 1,000 | | Hersina Green | 1800 David Walker Drive | Tavares, FL 32066 | 352-253-6060 | 352-253-6056 | YES | Pallet | | |
| 34 LEE | 5,400 4,250 400 | | Tammy Helmer | 2480 Thompson Street | Fort Myers, FL 33901 | 239-533-6029 | 239-533-6029 | YES | Pallet | | |
| 35 LEON | 3.650 250 50 | | Jason Seber | 3477 South Monroe Street | Tallahassee, FL 32301 | 850- 606-4713 | 850-606-4713 | YES | Pallet | | |
| 36 LEVY | 750 150 | | Tina Wilkerson | 310 School Street | Bronson, FL 32621 | 352-486-5172 | 352-486-5174 | YES | Individual Boxes | | |
| 37 LIBERTY | 100 | 50 | | 10818 NW SR 20 | Bristol, FL 32321 | 850.643.2442 | 850.643.2442 | YES | Individual Boxes | | |
| 38 MADISON | 200 | 50 | | 229 SW Pinckney St, Rm 102 | Madison, FL 32340 | (850) 973-6136 | (850) 973-6136 | YES | Individual Boxes | | |
| 39 MANATEE | 3,350 950 100 | 300 | | 819 301 Boulevard West | Bradenton, FL 34205 | 941-741-4864 | 941-741-4864 | | | YES | Individual Boxes |
| 40 MARION | 4,000 1,000 50 | | Candy Victory | 110 SE 25th Avenue | Ocala, FI 34471 | 352-368-8177 | 352-368-8177 | YES | Individual Boxes | | |
| 41 MARTIN | 2,200 1,150 50 | | Amber Noonan | 3485 SE Willoughby Blvd | Stuart, FL 34994 | 772-288-5597 | 772-288-5969 | YES | Pallet | | |
| 42 MONROE | 850 350 50 | | Angie LeCoumpte | 1200 Truman Ave, Ste, 101 | Key West, 33040 | 305-295-5000 | 305-295-5080 | YES | Pallet | | |
| 43 NASSAU | 1,300 100 | 200 | | 86130 License Road | Fernandina Beach, FL. 32034 | 904-491-7400 | 904-491-7419 | YES | Pallet | | |
| 44 OKALOOSA | 2,550 700 | 350 | | 701 E John Sims Pkwy | Niceville, FL 32578 | 850-609-4007 | 850-609-4007 | YES | Pallet | | |
| 45 OKEECHOBEE | 500 150 | 150 | Mary Aguilera | 409 NW 2nd Avenue, Suite A | Okeechobee, FL 34972 | 863-763-3421 X 4263 | 863-763-3421 X 4163 | YES | Pallet | | |
| 46 ORANGE | 15,150 15,250 800 | | Alan Crisp | 730 West Sand Lake Road, Ste 106-B | Orlando Fl 32809 | 407-836-4101 | 407-836-4101 | | | NO | Pallet |
| 47 OSCEOLA | 3,900 6,600 100 | | Yesenia Vales | 2501 E. Irlo Bronson Memorial Hwy | Kissimmee, FL 34744 | 407-742-4005 | 407-742-3955 | YES | Pallet | | |
| 48 PALM BEACH | 12,550 6,850 1,700 | | Tocia Freeman | 301 N Olive Ave, 1st Floor | West Palm Beach, FL 33401 | 561-355-2613 | 561-355-7817 | YES | Pallet | | |
| 49 PASCO | 8,550 1,300 | 1,000 | | 30555 Commerce Drive | San Antonio, FL 33576 | 352-521-4360 ext. 4851 | 352-521-4360 ext. 4851 | YES | Pallet | NO | Dellat |
| 50 PINELLAS | 8,800 1,700 50 | 1,150 | | 13025 Starkey Rd | Largo, FL 33773 | 727-464-8569 | 727-464-8569 | | | NO | Pallet Pallet |
| 51 POLK | 7,600 2,000 150 1,000 100 | | Chelsea Allen Trish Foster | 430 E Main St 312 Oak Street | Bartow, FL 33830 | 863-534-4713 | 863- 534-4716 | VEC | Individual Boxes | YES | Pallet |
| 52 PUTNAM 53 SANTA ROSA | 1,000 100 2,600 100 | | Jeremy Brown | 6495 Caroline Street, Suite E | Palatka, FL 32177 Milton, FL 32570 | (386) 329-0282 850-983-1800 x 414 | 386-329-0281 850-983-1800 x 414 | YES YES | Pallet | | |
| 54 SARASOTA | 3,250 1,700 150 | 600 | | 101 S Washington Blvd | Sarasota, FL 34236 | 941-861-8339 | 941-861-8339 | YES | Pallet | | |
| 55 SEMINOLE | 7,000 2,150 | 650 | | 104 Wilshire Blvd. | Casselberry, FL 32707 | 407-665-7850 | 407- 665-7610 | YES | Pallet | | |
| 56 ST JOHNS | 4.150 450 | 400 | | 4030 Lewis Speedway, 1st Floor | St. Augustine, FL 32084 | 904-209-2265 | 904-209-2265 | YES | Individual Boxes | | |
| 7 ST LUCIE | 3,000 1,000 250 | | Michael Mascara | 2300 Virginia Ave | Ft. Pierce FL 34982 | 772-462-1658 | 772-462-1658 | YES | Pallet | | |
| 58 SUMTER | 700 100 | | Alicia Jordan-Feil | 220 E McCullum Ave | Bushnell, FL 33513 | (352)569-6740 | (352)569-6754 | YES | Pallet | | |
| 59 SUWANNEE | 450 150 | | Leticia Torres | 215 Pine Ave SW Ste A | Live Oak FL 32064 | 386-362-2816 | 386-362-2816 | YES | Individual Boxes | | |
| 60 TAYLOR | 250 | | Sarah E. Meade | 2275 Hwy 19 North | Perry, FL 32347 | (850) 584-2089 | (850) 584-2089 | YES | Individual Boxes | | |
| 61 UNION | 250 | 50 | | 55 W Main St, Rm 108 | Lake Butler, FL 32054 | 386- 496- 3331 | 386- 496- 4256 | YES | Individual Boxes | | |
| | 450 50 | | Erika Averv | 202 Ochlockonee St | Crawfordville, FL 32327 | 850-926-3371 | 850-926-3371 | YES | Individual Boxes | | |

| | | | | TAX COLLECTOR AND DL OFFI | CES | | | Accommodate | паѕ | |
|---------------|-------------------------|----------------------------|---------------------------------|----------------------------|----------------|---------------|---------------------------------|-------------------------------------|-------------------------------|---|
| | | | | | | | Liftgate Needed for Truck | Pallet or Requires Individual | Shipping Dock. Liftgate | Has Shipping Dock—Accommodate Pallett or Indiviudal |
| | English Spanish Haitian | CDL Attention/Contact Name | Street Address | City and Zip | Shipping Phone | Contact Phone | Deliveries | Boxes? | required? | Boxes? |
| 63 WALTON | 850 150 | 150 Brian McBroom | 571 US Highway 90 East | DeFuniak Springs, FL 32433 | 850-892-8121 | 850-892-8121 | YES | Individual Boxes | | |
| 64 WASHINGTON | 350 | 100 Ken Naker | 1331 South Boulevard, Sutie 101 | Chipley, FL 32428 | 850-638-6284 | 850-6386284 | YES | Individual Boxes | | |
| | | | | | | | | | | |
| 65 BROWARD | 23,400 14,000 1,800 | 2,350 | | | | | | | | |
| 66 MIAMI-DADE | 31,000 50,000 2,200 | 6,150 | | | | | | | | |
| 67 VOLUSIA | 6,000 700 | 1,000 | | | | | | | | |
| 68 NKB | 7,500 2,500 250 | 500 Dorian Brown | 2900 Apalachee Parkway | Tallahassee, FL 32399 | 850-617-3209 | 850-617-3209 | * | Pallet | * | Pallet |
| TOTAL | 243,300 135,700 9,300 | 39,800 | | | | | | | | |

^{*} NKB: Liftgate needed if delivered by box truck; if by large truck (cannot be larger than 48' with day cab) no liftgate would be needed needed

| | | g Assistance Program (DELAP) | | | | DL Handboo |
|---|---|--------------------------------------|--------------------------|----------|----------------|---------------|
| TO: | School | Address | City | ST | ZIP | (English |
| ATTN: Driver Education Instructor | Santa Fe High School | 16213 US-441 | Alachua | FL | 32615 | |
| ATTN: Driver Education Instructor | Traffic Safety Center | 3501 NE 12th St | Gainesville | FL | 32609 | 7 |
| ATTN: Driver Education Instructor | Buchholz High School | 5510 NW 27th Ave | Gainesville | FL | 32606 | |
| ATTN: Driver Education Instructor | East Side High School | 1201 SE 43rd St | Gainesville | FL | 32641 | |
| ATTN: Driver Education Instructor | Gainesville High School | 1900 NW 13th St | Gainesville | FL | 32609 | |
| ATTN: Driver Education Instructor | Loften High School | 3000 East University Ave | Gainesville | FL | 32641 | |
| ATTN: Driver Education Instructor | PK Yonge Developmental Research School | 1080 SW 11th St | Gainesville | FL FL | 32601 32601 | |
| ATTN: Driver Education Instructor ATTN: Driver Education Instructor | UF Lab School P.K. Yonge Hawthorn High School | 1080 SW 11th St 21403 SE 69th Ave | Gainesville Hawthorne | FL | 32640 | |
| ATTN: Driver Education Instructor | Newberry High School | 400 SW 258th St | Newberry | FL | 32669 | |
| ATTN: Driver Education Instructor | Baker County Adult Education Center | 523 W. Minnesota Ave | MacClenny | FL | 32063 | |
| ATTN: Driver Education Instructor | J.R. Arnold High School | 550 Alf Coleman Rd | Panama City | FL | 32419 | 1 |
| ATTN: Driver Education Instructor | Rutherford High School | 1000 School Ave | Panama City | FL | 32401 | · |
| ATTN: Driver Education Instructor | Bradford High School | 581 N Temple Ave | Starke | FL | 32091 | |
| ATTN: Driver Education Instructor | Cocoa High School | 2000 Tiger Trail | Cocoa | FL | 32926 | |
| ATTN: Driver Education Instructor | Cocoa Beach Junior/Senior High School | 1500 Minutemen Causeway | Cocoa Beach | FL | 32931 | |
| ATTN: Driver Education Instructor | Eau Gallie High School | 1400 Commodore Blvd | Melbourne | FL | 32935 | |
| ATTN: Driver Education Instructor | Melbourne High School | 74 Bulldog Blvd | Melbourne | FL | 32901 | |
| ATTN: Driver Education Instructor | Palm Bay Magnet High School | 101 Pirate Ln | Melbourne | FL | 32901 | |
| ATTN: Driver Education Instructor | West shore High School | 250 Wildcat Alley | Melbourne | FL | 32935 | |
| ATTN: Driver Education Instructor | Viera High School | 6103 Stadium Pkwy | Melbourne | FL | 32940 | |
| ATTN: Driver Education Instructor | Edgewood Junior/Senior High School | 180 E Merritt Ave | Merritt Island | FL | 32953 | |
| ATTN: Driver Education Instructor | Bayside High School | 1901 Degroodt Rd SW | Palm Bay | FL | 32908 | |
| ATTN: Driver Education Instructor | Heritage High School | 2351 Malabar Rd | Palm Bay | FL | 32907 | |
| ATTN: Driver Education Instructor | Astronaut High School | 800 War Eagle Blvd | Titusville | FL | 32796 | |
| ATTN: Driver Education Instructor | Coconut Creek High School | 1400 NW 44th Ave | Coconut Creek | FL | 33066 | |
| ATTN: Driver Education Instructor | Coral Springs High School | 7201 W Sample Rd | Coral Springs | FL | 33065 | |
| ATTN: Driver Education Instructor | J.P. Tavavella High School | 10600 Riverside Dr | Coral Springs | FL | 33071 | |
| ATTN: Driver Education Instructor | Coral Glades High School | 2700 Sportsplex Drive | Coral Springs | FL | 33065 | |
| ATTN: Driver Education Instructor | Nova High School | 3600 College Ave | Davie | FL | 33314 | |
| ATTN: Driver Education Instructor | Deerfield Beach High School | 910 SW 15th St | Deerfield Beach | FL | 33441 | |
| ATTN: Driver Education Instructor | Dillard High School | 2501 NW 11th St | Fort Lauderdale | FL | 33311 | |
| ATTN: Driver Education Instructor | Hallandale High School | 720 NW 9th Ave | Hallandale Beach | FL | 33009 | |
| ATTN: Driver Education Instructor | McArthur High School | 6500 Hollywood Blvd | Hollywood | FL | 33024 | |
| ATTN: Driver Education Instructor | Boyd Anderson High School | 3050 NW 41st | Lauderdale Lakes | FL | 33309 | |
| ATTN: Driver Education Instructor | Everglades High School | 17100 SW 48th Ct | Miramar | FL | 33027 | |
| ATTN: Driver Education Instructor | Northeast High School | 700 NE 56th St | Oakland Park | FL | 33334 | |
| ATTN: Driver Education Instructor | Charles W. Flanagan High School | 12800 Taft St | Pembrook Pines | FL | 33028 | |
| ATTN: Driver Education Instructor | West Broward High School | 500 NW 209th Ave | Pembrook Pines | FL | 33029 | |
| ATTN: Driver Education Instructor | Plantation High School | 6901 NW 16th St | Plantation | FL | 33313 | |
| ATTN: Driver Education Instructor | Cypress Bay High School | 18600 Vista Park Blvd | Weston | FL | 33332 | |
| ATTN: Driver Education Instructor | Altha High School | 25793 Main St | Altha | FL | 32421 | |
| ATTN: Driver Education Instructor | Blountstown High School | 18597 NE SR69 | Blountstown | FL | 32424 | |
| ATTN: Driver Education Instructor | Crystal River High School | 3195 Crystal River High Dr | Crystal River | FL | 34428 | |
| ATTN: Driver Education Instructor | Citrus High School | 600 W Highland Blvd | Inverness | FL | 34452 | |
| ATTN: Driver Education Instructor | Lecanto High School | 3810 W Educational Path | Lecanton | FL | 34461 | |
| ATTN: Driver Education Instructor | Immokalee High School | 701 Immokalee Dr | Immokalee | FL | 34142 | |
| ATTN: Driver Education Instructor | Barron Collier High School | 5600 Cougar Dr | Naples | FL | 34109 | |
| ATTN: Driver Education Instructor | Golden Gate High School | 2925 Titan Way | Naples | FL | 34116 | |
| ATTN: Driver Education Instructor | Gulf Coast High School | 7878 Shark Way | Naples | FL | 34119 | |
| ATTN: Driver Education Instructor | Lely High School | 1 Lely High School Blvd | Naples | FL | 34113 | |
| ATTN: Driver Education Instructor | Naples High School | 1100 Golden Eagle Cir | Naples | FL | 34102 | |
| ATTN: Driver Education Instructor | Palmetto Ridge High School | 1655 Victory Ln | Naples | FL | 34120 | |
| ATTN: Driver Education Instructor | Columbia High School | 469 SW Fighting Tiger Dr | Lake City | FL | 32025 | |
| ATTN: Driver Education Instructor | Fort White High School | 17828 SW SR 47, White 32038 | Fort White | FL | 32038 | |
| ATTN: Driver Education Instructor | DeSoto County High School | 1710 E Gibson St | Arcadia | FL | 34266 | |
| ATTN: Driver Education Instructor | Englewood High School | 4412 Barnes Rd S | Jacksonville | FL | 32207 | |
| ATTN: Driver Education Instructor | First Coast High School | 590 Duval Station Rd | Jacksonville | FL | 32218 | |
| ATTN: Driver Education Instructor | Westside High School | 5530 Firestone Rd | Jacksonville | FL | 32244 | |
| ATTN: Driver Education Instructor | Andrew Jackson High School | 3816 Main St N | Jacksonville | FL | 32206 | |
| ATTN: Driver Education Instructor | Mandarin High School | 4831 Greenland Rd | Jacksonville | FL | 32258 | |
| ATTN: Driver Education Instructor | Terry Parker High School | 7301 Parker School Rd | Jacksonville | FL | 32211 | |
| ATTN: Driver Education Instructor | Raines High School | 3663 Raines Ave | Jacksonville | FL | 32209 | |
| ATTN: Driver Education Instructor | Sandlewood High School | 2750 John Promenade Blvd | Jacksonville | FL | 32246 | |
| ATTN: Driver Education Instructor | Ed White High School | 1700 Old Middleburg Rd N | Jacksonville | FL | 32210 | |
| ATTN: Driver Education Instructor | Wolfson High School | 7000 Powers Ave | Jacksonville | FL | 32217 | |
| ATTN: Driver Education Instructor | Stanton College Prep | 1149 W 13th St | Jacksonville | FL | 32209 | |
| ATTN: Driver Education Instructor | Paxon School for Advance Studies | 3239 Norman E Thagard Blvd | Jacksonville | FL | 32254 | |
| ATTN: Driver Education Instructor | Atlantic Coast High School | 9735 R G Skinner Pkwy | Jacksonville | FL | 32256 | |
| ATTN: Driver Education Instructor | Duncan U. Fletcher High School | 700 Seagate Ave | Neptune Beach | FL | 32266 | |
| ATTN: Driver Education Instructor | Tate High School | 1771 Tate Road | Cantonment | FI | 32533 | |
| ATTN: Driver Education Instructor | Escambia High School | 1310 North 6th Avenue | Pensacola | FI | 32506 | |
| ATTN: Driver Education Instructor | Pensacola High School | 500 West Maxwell Street | Pensacola | FI | 32501 | |
| ATTN: Driver Education Instructor | Pine Forrest High School | 2500 Longleaf Drive | Pensacola | FI | 32526 | |
| ATTN: Driver Education Instructor | Washington High School | 6000 College Parkway | Pensacola | FI | 32504 | |
| ATTN: Driver Education Instructor | West Florida High School | 150 E. BURGESS RD. | Pensacola | FI | 32526 | |
| ATTN: Driver Education Instructor | East Gadsden High School | 27001 Blue Star Hwy | Havana | FL | 32333 | |
| ATTN: Driver Education Instructor | Carter Parramore Acadamy | 631 S Stewart St | Quincy | FL | 32351 | |
| ATTN: Driver Education Instructor | Bell High School | 930 S Main St | Bell | FL | 32619 | |
| ATTN: Driver Education Instructor | Trenton High School | 1013 N Main St | Trenton | FL | 32693 | |
| | | Table 1 and 1 and 1 and 1 | | | | |
| ATTN: Driver Education Instructor | Moore Haven High School | 700 Terrier Pride Rd | Moore Haven | FL | 33471 | |

Driver Education Licensing Assistance Program (DELAP) 84 ATTN: Driver Education Instructor Clewiston High School 1501 Francisco St Clewiston FI 33440 50 85 ATTN: Driver Education Instructor Labelle High School 4050 E Cowboy Way LaBelle FL 33935 100 700 F Main St Avon Park FI 33825 50 87 ATTN: Driver Education Instructor Lake Placid High School 202 Green Dragon Dr Lake Placid FL 33852 50 88 ATTN: Driver Education Instructor Sebring High School 3514 Kenilworth Blvd Sebrina FI 33870 50 89 ATTN: Driver Education Instructor Brandon High School 50 1101 Victoria St Brandon FL 33510 100 90 ATTN: Driver Education Instructor | Strawberry Crest High School 4691 Gallagher Rd Dover FI 33527 7710 Old Big Bend Rd 50 33534 Gibsonton FL 92 ATTN: Driver Education Instructor Newsome High School 16550 Fishhawk Blvd Lithia FL 33547 50 93 ATTN: Driver Education Instructor Steinbrenner High School 100 5575 W Lutz Lake Fern Rd Lutz FL 33558 94 ATTN: Driver Education Instructor Durant High School Plant City FL 100 4748 Cougar Path 33567 95 ATTN: Driver Education Instructor Plant City High School 1 Raider Pl Plant City FL 33563 50 96 ATTN: Driver Education Instructor Riverview High School 11311 Boyette Rd Riverview FL 33569 100 97 ATTN: Driver Education Instructor Spoto High School 8538 Eagle Palm Dr Riverview FL 33578 50 98 ATTN: Driver Education Instructor Lennard High School 2342 Shell Point Rd E Ruskin FL 33570 100 50 1200 US-92 Seffner FL 33584 8302 Montague St 100 ATTN: Driver Education Instructor Alonso High School Tampa FL 33635 100 100 101 ATTN: Driver Education Instructor Blake High School 1701 North Blvd Tampa FL 33607 102 ATTN: Driver Education Instructor Chamnerlain High School 9401 North Blvd Tampa FL 33612 100 103 ATTN: Driver Education Instructor 17410 Commerce Park Blvd 100 Freedom High School Tampa FL 33647 104 ATTN: Driver Education Instructor Gaither High School 16200 N Dale Mabry Hwy Tampa FL 33624 100 105 ATTN: Driver Education Instructor Hillsborough High Schoo 5000 N Central Ave Tampa FL 33603 100 Tampa 4401 W Cypress St FL 33607 50 107 ATTN: Driver Education Instructor King High School Tampa FL 33610 100 108 ATTN: Driver Education Instructor | A.P. Leto Comprehensive High School 4409 W Sligh Ave Tampa FI 33614 50 109 ATTN: Driver Education Instructor Middleton High School 4801 N 22nd St Tampa FL 33610 50 110 ATTN: Driver Education Instructor Plant High School 3415 S Hines Ave Tampa FI 33629 150 111 ATTN: Driver Education Instructor Robinson High School 6311 S Lois Ave Tampa FL 33616 50 7950 Gunn Hwy 50 112 ATTN: Driver Education Instructor Sickles High School Tampa FI 33626 50 113 ATTN: Driver Education Instructor Tampa Bay Technical High School 6410 Orient Rd Tampa FL 33610 20150 Bruce B Downs Blvd 50 114 ATTN: Driver Education Instructor Wharton High School FL 33647 Tampa 115 ATTN: Driver Education Instructor Bloomingdale High School 1700 E Bloomingdale Ave FL 33596 50 Valrico 50 116 ATTN: Driver Education Instructor Bonita Springs High School 25592 Imperial Pkwy Bonita Springs FL 34135 117 ATTN: Driver Education Instructor Mariner High School 50 701 Chiquita Blvd N Cape Coral FL 33993 118 ATTN: Driver Education Instructor 2300 Santa Barbara Blvd 50 Cape Coral High School Cape Coral FL 33991 119 ATTN: Driver Education Instructor Ida S. Baker High School 3500 Agualinda Blvd Cape Coral FL 33914 50 120 ATTN: Driver Education Instructor Island Coast High School 2125 De Navarra Pkwy Cape Coral FL 33909 50 121 ATTN: Driver Education Instructor Estero High School 21900 River Ranch Road Estero FL 33928 50 122 ATTN: Driver Education Instructor Cypress Lake High School 6750 Panther Ln Fort Myers FL 33919 100 123 ATTN: Driver Education Instructor Riverdale High Schoo 2600 Buckingham Rd Fort Myers FL 33905 100 124 ATTN: Driver Education Instructor North Fort Myers High School 5000 Orange Grove Blvd Fort Myers FL 100 33903 125 ATTN: Driver Education Instructor Dunbar High School 3800 Edison Ave Fort Myers 33916 50 FL 126 ATTN: Driver Education Instructor Fort Myers High School 2635 Cortez Blvd Fort Myers FI 33901 50 127 ATTN: Driver Education Instructor South Fort Myers High School 14020 Plantation Rd Fort Myers FL 33912 50 128 ATTN: Driver Education Instructor Lehigh Senior High School 901 Gunnery Rd N Lehigh Acres FL 33971 50 129 ATTN: Driver Education Instructor | East Lee County High School 715 Thomas Sherwin Ave Lehigh Acres FI 33974 50 130 ATTN: Driver Education Instructor Lawton Chiles High School 7200 Lawton Chiles Ln Tallahassee FI 32312 50 131 ATTN: Driver Education Instructor Amos P. Godby High School 1717 W Tharpe St Tallahassee FI 32304 50 132 ATTN: Driver Education Instructor Leon High School 550 F Tennessee St Tallahassee FI 32308 50 133 ATTN: Driver Education Instructor Lincoln High School 3838 Trojan Trail Tallahassee FI 32311 150 134 ATTN: Driver Education Instructor Rickards High School 3013 Jim Lee Rd FL 150 Tallahassee 32301 135 ATTN: Driver Education Instructor SAIL High School 2006 Jackson Bluff Rd Tallahassee FL 32304 50 50 136 ATTN: Driver Education Instructor | Bronson Middle/High School 8691 NE 90 St Bronson FL 32621 137 ATTN: Driver Education Instructor | Chiefland Middle High School 808 N Main St Chiefland 50 FL 32626 138 ATTN: Driver Education Instructor | Williston High School 350 Robert Philpot Way 50 Williston FL 32696 139 ATTN: Driver Education Instructor Liberty High School 12592 NW Myers Ann St FL 32321 50 Bristol 140 ATTN: Driver Education Instructor | Madison High School 2649 US-90 Madison FL 32340 50 141 ATTN: Driver Education Instructor Bayshore High Schoo 5401 34th St W Bradenton FL 34210 50 142 ATTN: Driver Education Instructor Lakewood Ranch High School 5500 Lakewood Ranch Blvd Bradenton FL 34211 100 143 ATTN: Driver Education Instructor Manatee High School 902 33rd St Ct W Bradenton FL 34205 50 1200 37th Ave E FL 50 144 ATTN: Driver Education Instructor | Southeast High Schoo Bradenton 34208 145 ATTN: Driver Education Instructor Braden River High School 6545 State Road 70 East Bradenton FL 34203 50 146 ATTN: Driver Education Instructor Palmetto High School 1200 17th St W Palmetto FL 34221 50 147 ATTN: Driver Education Instructor Parrish Community High School 7505 Fort Hammer Road 50 Parrish FΙ 34219 148 ATTN: Driver Education Instructor | Belleview High School 10400 SE 36th Ave Belleview FL 34420 150 Citra 149 ATTN: Driver Education Instructor North Marion High Schoo 151 W Hwy 329 FL 32113 50 150 ATTN: Driver Education Instructor Dunnellon High School 10055 SW 180th Avenue Rd Dunnellon FL 34432 50 151 ATTN: Driver Education Instructor Forest High School - Ocala 5000 SE Maricamp Rd Ocala FL 34480 100 152 ATTN: Driver Education Instructor Lake Weir High School 10351 SE Maricamp Rd Ocala FL 34472 50 153 ATTN: Driver Education Instructor Vanguard High School 7 NW 28th St Ocala FI 34475 50 50 154 ATTN: Driver Education Instructor | West Port High School 3733 SW 80th Ave Ocala FL 34481 1915 SF Lake Weir Ave 100 155 ATTN: Driver Education Instructor St. Johns Lutheran Ocala FI 34471 156 ATTN: Driver Education Instructor | American High School 18350 NW 67th Ave Hialeah FL 33015 50 157 ATTN: Driver Education Instructor Hialeah-Miami Lake Senior High School 7977 W 12th Ave Hialeah FI 33014 50 158 ATTN: Driver Education Instructor Hialeah Senior High School 50 251 E 47th St Hialeah FL 33013 8865 SW 16 St., Miami, FL 33165 Miami FL 33157 50 160 ATTN: Driver Education Instructor | John A Ferguson High School 15900 SW 56th St Miami 50 FL 33185 161 ATTN: Driver Education Instructor Miami Coral Park Senior High School 8865 SW 16th St Miami FL 50 33165 162 ATTN: Driver Education Instructor | Miami Jackson Senior High School 1751 NW 36th St 50 Miami FL 33142 163 ATTN: Driver Education Instructor Miami Killian Senior High School 10655 SW 97th Ave Miami FL 33176 50 164 ATTN: Driver Education Instructor 2450 SW 1st S Miami Senior High Schoo Miami FL 33135 50 165 ATTN: Driver Education Instructor North Miami Beach Senior High School 1247 NE 167th St Miami FL 33162 50

8855 SW 50th Terrace

Miami

FL 33165

50

166 ATTN: Driver Education Instructor | Southwest Miami Senior High School

| | TO: | School | Assistance Program (DELAP) Address | City | ST | ZIP | Handboo (English) |
|----------|---------------------------------|---|-------------------------------------|--------------------|----------|-------------------------|----------------------|
| 7 AT | TN: Driver Education Instructor | South Miami Senior High School | 6856 SW 53rd St | Miami | FL | 33155 | |
| 8 A1 | TN: Driver Education Instructor | William H. Turner Technical Arts High School | 10151 NW 19th Ave | Miami | FL | 33147 | |
| 9 A1 | TN: Driver Education Instructor | Miami Beach Senior High School | 2231 Prairie | Miami Beach | FL | 33139 | |
| 0 A1 | TN: Driver Education Instructor | Miami Lakes Educational Center | 5780 NW 158th St | Miami Lakes | FL | 33014 | |
| 1 AI | TN: Driver Education Instructor | Key West High School | 2100 Flagler Ave | Key West | FL | 33040 | |
| 2 A1 | TN: Driver Education Instructor | Baker High School | 1369 14th St | Baker | FL | 32531 | |
| 3 A1 | TN: Driver Education Instructor | Crestview High School | 1250 N Ferdon Blvd | Crestview | FL | 32536 | |
| 4 A1 | TN: Driver Education Instructor | Choctawhatchee High School | 110 Racetrack Road North West | Fort Walton Beach | FL | 32547 | |
| 5 A1 | TN: Driver Education Instructor | Fort Walton Beach High School | 400 Hollywood Blvd SW | Fort Walton Beach | FL | 32548 | 1 |
| | TN: Driver Education Instructor | Niceville High School | 800 E John Sims Pkwy | Niceville | FL | 32578 | |
| 7 A1 | TN: Driver Education Instructor | Okeechobee High School | 2800 US-441 | Okeechobee | FL | 34972 | |
| 8 A1 | TN: Driver Education Instructor | Gateway High School | 93 Panther Paws Trail | Kissimmee | FL | 34744 | |
| 9 A1 | TN: Driver Education Instructor | Osceola High School | 420 S Thacker Ave | Kissimmee | FL | 34741 | |
| 0 A1 | TN: Driver Education Instructor | Poinciana High School | 2300 S Poinciana Blvd | Kissimmee | FL | 34758 | |
| 1 A1 | TN: Driver Education Instructor | The Osceola County School for the Arts | 3151 N Orange Blossom Trail | Kissimmee | FL | 34744 | |
| | TN: Driver Education Instructor | Liberty High School | 4250 Pleasant Hill Rd | Kissimmee | FL | 34746 | |
| 3 A1 | TN: Driver Education Instructor | St. Cloud High School | 2000 Bulldog Ln | St Cloud | FL | 34769 | |
| 4 A1 | TN: Driver Education Instructor | Harmony High School | 3601 Arthur J Gallagher Blvd | St Cloud | FL | 34771 | |
| 5 AT | TN: Driver Education Instructor | Glade Central Community High School | 1001 SW Ave M | Belle Glade | FL | 33430 | |
| 6 A1 | TN: Driver Education Instructor | Boca Raton | 1501 NW 15th Ct | Boca Raton | FL | 33486 | 1 |
| 7 A1 | TN: Driver Education Instructor | Olympic Heights Community High School | 20101 Lyons Rd | Boca Raton | FL | 33434 | |
| 8 AI | TN: Driver Education Instructor | Spanish River Community High School | 5100 Jog Rd | Boca Raton | FL | 33496 | |
| 9 AI | TN: Driver Education Instructor | West Boca Raton Community High School | 12811 Glades Rd | Boca Raton | FL | 33498 | |
| TA C | TN: Driver Education Instructor | Boynton Beach Community High School | 4975 Park Ridge Blvd | Boynton Beach | FL | 33426 | |
| 1 AT | TN: Driver Education Instructor | SouthTech Academy | 1300 SW 30th Ave | Boynton Beach | FL | 33426 | |
| | TN: Driver Education Instructor | Atlantic Community High School | 2455 W Atlantic Ave | Delray Beach | FL | 33445 | |
| | TN: Driver Education Instructor | John I. Leonard High School | 4701 10th Ave N | Greenacres | FL | 33463 | |
| I AT | TN: Driver Education Instructor | Jupiter Community High School | 500 Military Trail | Jupiter | FL | 33458 | |
| | TN: Driver Education Instructor | Lake Worth Community High School | 1701 Lake Worth Rd | Lake Worth | FL | 33460 | |
| | TN: Driver Education Instructor | Park Vista Community High School | 7900 S Jog Rd | Lake Worth | FL | 33467 | |
| | TN: Driver Education Instructor | Santaluces Community High School | 6880 Lawrence Rd | Lantana | FL | 33462 | |
| | TN: Driver Education Instructor | Seminole Ridge Community High School | 4601 Seminole Pratt Whitney Rd | Loxahatchee | FL | 33470 | |
| | TN: Driver Education Instructor | Pahokee High School | 900 Larrimore Rd | Pahokee | FL | 33476 | |
| | TN: Driver Education Instructor | Palm Beach Gardens Community High School | 4245 Holly Dr | Palm Beach Gardens | | 33410 | |
| | TN: Driver Education Instructor | William T. Dwyer High School | 13601 N Military Trl | Palm Beach Gardens | | 33418 | |
| | | · | 1717 Avenue S | Riviera Beach | FL | 33404 | |
| | TN: Driver Education Instructor | Suncoast Community High School | | | | | |
| | TN: Driver Education Instructor | Palm Beach Central High School | 8499 Forest Hill Blvd | Wellington | FL | 33411 | |
| | TN: Driver Education Instructor | Wellington Community School | 2101 Greenview Shores Blvd | Wellington | FL | 33414 | |
| | TN: Driver Education Instructor | Palm Beach Lakes Community High School | 3505 Shiloh Dr | West Palm Beach | FL | 33407 | |
| | TN: Driver Education Instructor | Royal Palm Beach High School | 10600 Okeechobee Blvd | West Palm Beach | FL | 33411 | |
| | TN: Driver Education Instructor | Forrest Hill Community High School | 6901 Parker Ave | West Palm Beach | FL | 33405 | |
| | TN: Driver Education Instructor | Riviera Beach Preparatory Academy | 7071 Garden Rd | West Palm Beach | FL | 33404 | |
| | TN: Driver Education Instructor | Fivay High School | 12115 Chicago Ave | Hudson | FL | 34669 | |
| | TN: Driver Education Instructor | River Ridge High School | 11646 Town Denter Rd | New Port Richey | FL | 34654 | |
| | TN: Driver Education Instructor | Wiregrass High School | 2909 Mansfield Blvd | Wesley Chapel | FL | 33543 | |
| | TN: Driver Education Instructor | Zephyrhills High School | 6335 12th St | Zephyrhills | FL | 33542 | |
| | TN: Driver Education Instructor | The Canterbury School of Florida | 990 62nd N.E. | St Petersburg | FL | 33702 | |
| | TN: Driver Education Instructor | Tarpon Springs High | 1411 Gulf Rd | Tarpon Springs | FL | 34689 | |
| Αī | TN: Driver Education Instructor | Clearwater High School | 540 S Hercules Ave | Clearwater | FL | 33764 | |
| Αī | TN: Driver Education Instructor | Countryside High School | 3000 FL-580 | Clearwater | FL | 33761 | |
| Αī | TN: Driver Education Instructor | Dunedin High School | 1651 Pinehurst Rd | Dunedin | FL | 34698 | |
| AT | TN: Driver Education Instructor | Boca Ciega High School | 924 58th St S | Gulfport | FL | 33707 | |
| Αī | TN: Driver Education Instructor | Indian Rocks Christian School | 12685 Ulmerton Rd | Largo | FL | 33774 | |
| AI | TN: Driver Education Instructor | Largo High School | 410 Missouri Ave N | Largo | FL | 33770 | |
| | TN: Driver Education Instructor | Pinellas Park High School | 6305 118th Ave N | Largo | FL | 33773 | |
| | TN: Driver Education Instructor | Palm Harbor University High School | 1900 Omaha St | Palm Harbor | FL | 34683 | |
| AT | TN: Driver Education Instructor | Richard L Sanders School | 5025 76th Ave N | Pinellas Park | FL | 33781 | |
| Aī | TN: Driver Education Instructor | Osceola High School | 9751 98th St N | Seminole | FL | 33777 | |
| AI | TN: Driver Education Instructor | Seminole High School | 8401 131st St N | Seminole | FL | 33776 | |
| | TN: Driver Education Instructor | Dixie Hollins High School | 4940 62nd St N | St. Petersburg | FL | 33709 | |
| | TN: Driver Education Instructor | Gibbs High School | 850 34th St S | St. Petersburg | FL | 33711 | |
| | TN: Driver Education Instructor | Lakewood High School | 1400 54th Ave S | St. Petersburg | FL | 33705 | |
| | TN: Driver Education Instructor | Northeast High School | 5500 16th St N | St. Petersburg | FL | 33703 | |
| | TN: Driver Education Instructor | St. Petersburg High School | 2501 5th Ave N | St. Petersburg | FL | 33713 | |
| | TN: Driver Education Instructor | East lake High School | 1300 Silver Eagle Dr | Tarpon Springs | FL | 34688 | |
| | TN: Driver Education Instructor | Lakeland Christian School | 1111 Forest Park St | Lakeland | FL | 33803 | |
| | TN: Driver Education Instructor | Crescent City Jr Sr High School | 2201 US-17 | Crescent City | FL | 32112 | |
| | TN: Driver Education Instructor | Interlachen High School | 126 County Rd 315 | Interlachen | FL | 32112 | |
| | TN: Driver Education Instructor | Palatka High School | 302 Mellon Rd | Palatka | FL | 32177 | |
| | TN: Driver Education Instructor | Gulf Breeze High School | 675 Gulf Breeze Pkwy | Gulf Breeze | FL | 32561 | |
| | TN: Driver Education Instructor | Jay High School | 13863 S Alabama St | Jay | FL | 32565 | |
| | TN: Driver Education Instructor | Central High School | 6180 Central School Rd | Milton | FL | 32570 | |
| | | | | | FL | | |
| | TN: Driver Education Instructor | Milton High School | 5445 Stewart St | Milton | | 32570 | |
| | TN: Driver Education Instructor | Navarre High School | 8600 High School Blvd | Navarre | FL | 32566 | |
| | TN: Driver Education Instructor | Pace High School | 4065 Norris Rd | Pace | FL | 32571 | |
| | TN: Driver Education Instructor | Branford High School | 405 N Reynolds St | Branford | FL | 32008 | |
| AI | TN: Driver Education Instructor | Suwannee High School | 1314 Pine Ave SW | Live Oak | FL | 32064 | |
| | TN: Driver Education Instructor | Mainland High School | 1255 W International Speedway Blvd | Daytona Beach | FL | 32114 | |
| | TN: Driver Education Instructor | Seabreeze High School | 2700 N Oleander Ave | Daytona Beach | FL | 32118 | |
| Αī | | | | | | | |
| AT AT | TN: Driver Education Instructor | Deland High School | 800 N Hill Ave | Deland | FL | 32724 | |
| AT AT | | Deland High School Deltona High School Pine Ridge High School | 800 N Hill Ave 100 Wolf Pack Run | Deland Deltona | FL FL | 32724 32725 32738 | |

Driver Education Licensing Assistance Program (DELAP)

| | | TO: | School | Address | City | ST | ZIP | Handbook (English) |
|----|-----|-----------------------------------|------------------------------|-------------------------|-------------|----|-------|-----------------------|
| | 250 | ATTN: Driver Education Instructor | University High School | 1000 W Rhode Island Ave | Orange City | FL | 32763 | 100 |
| | 251 | ATTN: Driver Education Instructor | Atlantic High School-Volusia | 1250 Reed Canal Rd | Port Orange | FL | 32129 | 100 |
| | 252 | ATTN: Driver Education Instructor | Spruce Creek High School | 801 Taylor Rd | Port Orange | FL | 32127 | 150 |
| | 253 | ATTN: Driver Education Instructor | Chipley High School | 1545 Brickyard Rd | Chipley | FL | 32428 | 100 |
| | 254 | ATTN: Driver Education Instructor | Vernon High School | 3232 Moss Hill Rd | Vernon | FL | 32462 | 50 |
| -1 | | | | | | | | 18,000 |

FLHSMV-ITB-044-21 ATTACHMENT B- EXHIBIT 1

| Handbook Totals | | | | | | | |
|-------------------------------------|---------|---------|---------|--------|--|--|--|
| | English | Spanish | Haitian | CDL | | | |
| Tax Collector and DL Office | 235,800 | 133,200 | 9,050 | 39,300 | | | |
| DELAP | 18,000 | 0 | 0 | 0 | | | |
| Neil Kirkman Building (Tallahassee) | 7,500 | 2,500 | 250 | 500 | | | |
| TOTAL | 261,300 | 135,700 | 9,300 | 39,800 | | | |

Table of Contents

| 1. | General Contract Conditions (PUR 1000) | 2 |
|-----|--|------|
| 2. | General Instructions to Respondents (PUR 1001) | 2 |
| 3. | Conflicting Terms | 3 |
| 4. | Travel Expenses | 3 |
| 5. | Contractor's Expenses | 3 |
| 6. | Audits and Records | 3 |
| 7. | Inspection of Records and Work Performed | 4 |
| 8. | Driver's Privacy Protection Act (DPPA) | 4 |
| 9. | Insurance | 6 |
| 10. | Assignments and Subcontracts | 7 |
| 11. | Employment Eligibility | 8 |
| 12. | Conflict of Interest | 8 |
| 13. | No Third-Party Beneficiaries | 8 |
| 14. | Reservation of Rights | 9 |
| 15. | Additions/Deletions/Substitutions | 9 |
| 16. | Terms and Conditions | 9 |
| 17. | Termination and Cancellation | 9 |
| 18. | Requirements of Chapter 119, F.S. (Public Records Law) | . 13 |
| 19. | Security and Fraud Prevention | . 14 |
| 20. | Indemnification | . 18 |
| 21. | Civil Rights Requirements | . 19 |
| 22. | Discriminatory Vendors List | . 19 |
| 23. | Requirements of Section 287.058, F.S. | . 19 |
| 24. | Patents, Royalties, Copyrights, Right to Data, and Works for Hire/Software | . 20 |
| 25. | Department of State Licensing Requirements | . 23 |
| 26. | Scrutinized Companies | . 23 |

ADDITIONAL TERMS AND CONDITIONS

This document sets forth additional terms and conditions that apply to the solicitation and any contract or purchase order issued as a result of the solicitation to which this document is attached.

1. General Contract Conditions (PUR 1000)

The PUR 1000 is incorporated by reference as if fully stated herein and is provided at the link below. The Contractor understands and acknowledges that all terms of the PUR 1000 not in conflict with the terms and conditions of the solicitation or stated herein, are made part of this Contract or purchase order.

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

2. General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents, PUR 1001, is incorporated by reference as if fully stated herein and is provided at the link below. The Contractor understands and acknowledges that all terms of the PUR 1001 not in conflict with the terms and conditions of the solicitation or stated herein, are made part of this Contract or purchase order.

http://www.dms.myflorida.com/business_operations/state_purchasing/documents forms references resources/purchasing forms

a. The following sections of the PUR 1001 are not applicable:

- i. Section 3. Electronic Submission of Responses
 Bid submittals shall be submitted in accordance with the Bid Submission Instructions of the solicitation.
- ii. Section 5. Questions
 Questions shall be submitted in accordance with the Bidder Questions section of the solicitation.

3. In the event any conflict exists between the General Contract Conditions or General Instructions to Respondents and the <u>solicitation</u> or Contract <u>or purchase order</u>, the latter documents shall prevail.

4. Travel Expenses

The Department will not be responsible for the payment of any travel expense for the Contractor.

5. Contractor's Expenses

The Contractor shall pay for all professional licenses, permits, and inspection fees or similar charges required for delivery of goods or services, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed.

6. Audits and Records

The Contractor shall:

- a. Maintain books, records, and documents (including electronic storage media) pertinent to performance 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.
- b. 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.
- c. 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, F.S.
- d. Maintain and file with the Department such progress, fiscal and other reports as the Department may require.
- e. Include each of the above-mentioned audit and record-keeping requirements in all approved subcontracts and assignments, if any.

7. 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 work related to the delivery of goods or services to the Department is performed. All inspections and evaluations 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 the delivery of goods or services 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 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 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.

8. <u>Driver's Privacy Protection Act (DPPA)</u>

The Contractor shall access, use and maintain the confidentiality of all information received under or related to the Contract in accordance with Chapter 119, F.S., and the Driver's Privacy Protection Act of 1994 (DPPA),18 United States Code, Section 2721, if DPPA is applicable to Contractor's delivery of goods or services to the Department. Information obtained 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, or laws mentioned in this section, may be subject to penalties as provided in Sections 119.10 and 775.083, F.S. 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 or otherwise received by Contractor under the Contract, the Contractor agrees to the following:

- a. Such information will not be used for any unauthorized purposes. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- b. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- c. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- d. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained at all times in a current status by the Contractor.
- e. 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 at all times in a current status by the Contractor.
- f. 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.
- g. Procedures are or will be in place to ensure the confidentiality of the information exchanged will be maintained and all information will be accessed and utilized in accordance with the appropriate exceptions outlined in DPPA.

9. <u>Insurance</u>

The Contractor agrees that work related to the delivery of goods or services to the Department will not commence until Contractor 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, as applicable, to commence work until the same or similar insurance required of the Contractor has been so obtained by the subcontractor and approved by the Department.

- a. All insurance policies shall be with insurers licensed or eligible to transact business in the state of Florida.
- b. The limits of coverage under any policy maintained by the Contractor shall not be interpreted as limiting the Contractor's contractual liability and obligations to the Department.
- c. 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.
- d. Contractor shall maintain for itself and any subcontractors, as applicable, the following insurance at its own expense during the entire contract term, including any renewals or extensions, thereof:
 - i. Workers' Compensation Insurance

Workers' Compensation Insurance shall cover all Contractor employees connected with the delivery of goods or services and, in case any work is sublet, the Contractor must require any 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, F.S., entitled "Workers' Compensation Law." In case any class of employees engaged in hazardous work under the 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.

ii. Public Liability and Property Damage Insurance

Commercial insurance shall be of such a type and with such terms and limits as may be reasonably associated with the nature, extent, and scope of the Contract.

 Contractor shall be solely responsible for determining the adequacy and appropriateness of its insurance coverage. Failure to obtain or maintain appropriate insurance as required shall be considered a breach of contract.

f. 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.

10. Assignments and Subcontracts

Contractor shall not assign any contractual responsibility or obligation to another party nor subcontract any work 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 the Contract. All such assignments or subcontracts shall be subject to the conditions of the Contract and to any conditions of approval that the Department deems necessary at the time.

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by the Contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the state of Florida. Contractors can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority contractors who may be considered for subcontracting opportunities.

11. Employment Eligibility

The Contractor shall comply with Section 274A 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 the Contract. The Contractor shall be responsible for including this provision in all contracts or subcontracts with private organizations related to the delivery of goods or services to the Department.

The Contractor, and any subcontractor, must comply with the requirements of section 448.095(2), F.S., regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, and must provide proof that it has registered with the E-Verify system. Any subcontractor providing goods or services under this Contract must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Contractor shall maintain a copy of the affidavit with its records. If the Department has a good faith belief that the Contractor has knowingly violated Section 448.09(1), F.S., it will terminate this Contract in accordance with Section 448.095(2), F.S. If the Department has a good faith belief that a subcontractor is in violation of section 448.095(2), F.S., but the Contractor has otherwise complied with said law, the Department will notify Contractor of the violation, and Contractor shall immediately terminate the contract with the subcontractor, in accordance with Section 448.095(2), F.S.

12. 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.

13. No Third-Party Beneficiaries

All contractual documents are executed or issued (in the case of purchase orders) for the benefit of the named parties only. Except as otherwise expressly provided

herein, neither the Contract, nor any amendment, addendum or exhibit attached thereto, 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 thereto or expressly named therein.

14. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the specifications or service requirements outlined in the Contract. The absence of the Department setting forth a specific reservation of rights in a contractual document does not mean that any provision regarding the specifications to be met or services to be performed is subject to mutual agreement. The Department reserves the right to make all determinations exclusively that it deems are necessary to protect the best interests of the state of Florida.

15. Additions/Deletions/Substitutions

The Department reserves the right to add, delete, or substitute goods or services at prices submitted in response to the solicitation or the Contractor's current price at the time the goods or services are added, deleted, or substituted, whichever pricing is lower. Substitutions or additions of goods or services not offered within the Contractor's response to the solicitation shall be within the general scope of service delivery, at mutually agreed and stated prices, and accepted in writing by both parties, with terms and conditions specific to the added or substituted goods or services clearly stated.

16. Terms and Conditions

No other contractual terms and conditions shall apply except as stated in the solicitation or in the Contract, including any documents attached to a purchase order. In the event of a conflict, the Contract shall prevail including over the solicitation and any and all Contractor-issued documents, such as written responses, quotes, licensing agreements, order forms, or additional terms and conditions.

17. Termination and Cancellation

a. Termination at Will

The Department may terminate the 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 because of termination.

b. <u>Termination Because of Lack of Funds</u>

In the event funds to finance the 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 the Contract upon no less than twenty-four (24) hours' notice, if any one of the following events has occurred:

- i. 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 the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and subsection 119.07(1), F.S.;
- ii. The Contractor knowingly employs unauthorized aliens in violation of the Immigration and Nationality Act, 8 United States Code, Section 1324a; or
- iii. 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 the 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) comply with the requirements of section 287.135, F.S., relating to scrutinized companies. Rule 60A-1.006(3), Florida Administrative Code (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 the 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 the 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 the Contract, the Contractor shall:

- i. Discontinue work under the Contract on the date, and to the extent specified, in the notice;
- ii. 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 the Contract that is not terminated or cancelled;
- iii. Complete performance of such part of the work that was not terminated or cancelled by the Department; and
- iv. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to the 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.

18. Requirements of Chapter 119, F.S. (Public Records Law)

The Contractor, when acting on behalf of the Department, as provided under section 119.011(2), F.S., shall in addition to all other conditions of the Contract:

- Keep and maintain public records required by the Department to perform the service.
- b. 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.
- c. 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.
- d. 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.

Pursuant to subsection 119.0701(3), F.S., 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.

The Contractor may be subject to penalties under Section 119.10, F.S., for a failure to provide public records to the Department within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THE 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.

19. Security and Fraud Prevention

For contracts that are primarily IT-related, including those where services are implemented in planned stages, such as through a Pilot program, the following security and fraud prevention requirements apply:

- a. The Contractor must comply with the Department's External Information Security Policy and Security Breach of Personal Information policies, as well as Florida Administrative Code chapters 60GG-2 ("Information Technology Security") and 60GG-5 ("Information Technology Architecture Standards"),section 501.171, F.S. ("Security of confidential personal information"), and other relevant information security policies, procedures, and standards.
- b. The Contractor shall ensure that vulnerability scanning of all system components is performed periodically and validate that identified

vulnerabilities are mitigated prior to placing any new or modified system or component into production status. The Contractor shall utilize a robust system patching process to ensure that critical security patches are installed upon release.

c. The Contractor shall submit a detailed System Security Plan, using a Department-approved plan template, to the Department's Contract Manager with the Final Implementation Plan, as applicable. The System Security Plan will be provided to the Department's Contract Manager and Information Security Manager forty-five (45) days prior to commencement of Pilot for review and approval.

The System Security Plan shall:

- 1) Ensure optimal security protection for the System and all related equipment installed. The system must be accessible via an approved method determined by the Department. All connectivity will require that approved access controls are enabled to ensure that a device, data, or function is accessible only by authorized users.
- 2) Certify that a cyber security program is in place within its organization and that sufficient, qualified security professionals are on-staff to ensure the following minimum requirements are met at all times during the term of the Contract:
 - i. Must have a data protection and privacy policy that, at a minimum, complies with Department policies and procedures, as well as Florida Administrative Code chapters 60GG-2 ("Information Technology Security") and 60GG-5 ("Information Technology Architecture Standards");
 - ii. Must have sufficient security policies and processes approved by the Department's Information Security Manager for monitoring and detecting security events and fraud detection/prevention;
 - iii. Must have an incident response capability that immediately notifies the Department's Information Security Manager of a breach, or suspected breach, including forensics evidence in the event of a data breach. The Contractor shall adhere to the Department's security policy for breach of personal information, and Section 501.171, F.S; iv. Must have sufficient security protocols for protection of backup media;

v. Must have a documented methodology for establishing and maintaining authorized user access controls; and vi. Must verify that the Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department's Information Security Manager, to protect and secure data at rest and in transit.

The device-based component(s) of the System must provide/enable data-at-rest encryption for any confidential and sensitive data transmitted or stored within the environment (e.g., PII – SSN, date of birth, driver license number, etc.). A description of the types and levels of encryption features available, how and when they are applied and a process that outlines the secure escrow of encryption keys shall be included in the Contractor's System Security Plan.

- d. The Contractor shall ensure each piece of equipment that has a data storage mechanism, provided and maintained under the Contract, is properly sanitized to ensure Department data cannot be retrieved from media prior to disposal, replacement, reuse, or removal. File deletion, formatting media, and degaussing are not acceptable methods of sanitization. Acceptable destruction methods for various types of media include:
 - If paper documents contain confidential or sensitive information, such documents must be destroyed by on-site shredding, pulping, or incineration.
 - 2) If confidential or sensitive information has been contained on optical discs (e.g., CDs, DVDs, etc.), the Contractor shall either destroy by incineration the disc(s) or shred the disc(s).
 - 3) If confidential or sensitive information has been stored on magnetic tape(s), servers, workstation hard drives, removable media (e.g., USB flash drives, portable hard disks, or similar disks), the Contractor shall destroy the data by incinerating or crosscut shredding. A certificate of destruction, which references the serial numbers of the magnetic media being shredded will be provided to the Department as proof of the approved media sanitization within thirty (30) days of destruction.
- e. No Department data or information will be transmitted to, stored in, processed in, or shipped to offshore locations, or reside logically or

physically outside of the United States of America regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, disk-to-disk imaging or backups, tape or drive shipping; regardless of the level of encryption employed. The Contractor agrees that any and all Department data shall be stored, processed, and maintained solely within servers and infrastructure that reside on-premise at the Contractor's location. No Department data will be moved or transferred to any third-party hosting service without prior written approval from the Department's Contract Manager and Information Security Manager.

f. The Contractor shall ensure that access to Department data shall follow the principle of least privilege and only be available to a limited number of Contractor personnel necessary to perform the duties of the Contract.

For all other contracts (non-IT related), the following security and fraud prevention requirements apply:

For all non-IT related projects, the Contractor shall identify and ensure optimal security protection for any electronic solution and related equipment installed in accordance with the Contract. The Contractor's system must be accessible via an approved method determined by the Department. All connectivity will require that approved access controls are enabled to ensure that a device, data, or function is accessible only by authorized users and processes.

The Contractor shall coordinate with the Department's Enterprise Security Management Office to conduct vulnerability scanning and validate mitigation actions prior to placing any new or modified system or component in production. The method, tools, and processes utilized for vulnerability scanning must be pre-approved by the Department's Enterprise Security Management Office.

The Contractor shall certify that a cyber security program is in place within its organization and that sufficient, qualified security professionals are on-staff to ensure the following minimum requirements are met at all times during the contract term:

- A data protection and privacy policy is in place and updated, as required, that, at a minimum, complies with Chapter 60GG-2, F.A.C. ("Information Technology Security") and section 501.171, F.S.;
- A security policy for monitoring and detection of security events and fraud detection/prevention is established and updated, as required;
- Incident response capability is in place that notifies the Department of a breach, or suspected breach, including forensics evidence in the event of a data breach;
- d. Security protocols are established and updated, as required, for protection of backup media;
- e. A documented methodology for establishing and maintaining user access controls is in place and updated, as required; and
- f. The Contractor utilizes Advanced Encryption Standard (AES) encryption with an approved block length, as determined by the Department, to protect and secure data at rest and in transit.

In the event this section conflicts with a provision of the solicitation addressing Contractor system and security requirements, the provision providing the most comprehensive and best system and/or security protection for the state and the Department shall prevail.

20. <u>Indemnification</u>

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department.

21. Civil Rights Requirements

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. This includes, but is not limited to, compliance with Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d and 2000e et seq., the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., the Driver Privacy Protection Act, 18 U.S.C. 2721-2725, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

22. Discriminatory Vendors List

Pursuant to subsections 287.134(2) and (3), F.S., 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.

23. Requirements of Section 287.058, F.S.

The Contractor agrees to comply with the following requirements of section 287.058, F.S.:

- 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, F.S. The Department may establish rates lower than the maximum provided in section 112.061, F.S.

- 3. All deliverables shall be directly related to the Scope of Services of this Contract and shall be in quantifiable, measurable, and verifiable units. Deliverables shall be provided as specified in the 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 the **Scope of Services**, and as stated herein, and the final dates by which such criteria must be met for completion of the Contract.

24. 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.

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, F.S., 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.

6. 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.

- 7. 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, F.S., 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.
- 8. The Contractor warrants that all materials produced under the Contract will be of original development by the Contractor and will be specifically developed for the fulfillment of the 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.
- 9. All data, records, metadata, data models, ETL scripts, aggregations, summaries, calculations or derivatives of data and reports relating to the Department and its partners, made in the course of performing the services, shall be treated by the Contractor and its subcontractors as the exclusive property of the Department and/or the state of Florida. Contractor hereby assigns without any requirement of further consideration all right, title, or interest the Contractor may have to the Department's data, including any copyrights or other intellectual property rights to the same. The Contractor

may not reuse, resell, distribute, aggregate or analyze Department data without the express permission of the Department.

The furnishing of such records, or access to such items by, the Contractor and its subcontractors, shall not grant any express or implied interest in or license to or cost to the Contractor and its subcontractors relating to such records other than as is necessary to perform and provide the services to the Department. Upon request by the Department at any time, the Contractor and its subcontractors shall promptly deliver to the Department requested records (including actual data sets) in an electronic format as requested by the Department as exist on the date of the request by the Department.

- 10. The Department shall have the ability to create, edit, modify, share, and restrict access to the data. The Department shall have the ability to assign, share, or surrender all or any of these privileges to a third party. The Department claims the possession and copyrights to such data to ensure control and ability to take legal action if the Department's ownership is illegitimately breached by an internal or external entity.
- 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 applicable disclosures.

25. <u>Department of State Licensing Requirements</u>

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

26. Scrutinized Companies

Pursuant to section 287.135, F.S., the Department may, at its option, terminate this Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. In addition, for contracts of \$1 million or more, the Department may, at its option, terminate this Contract if the Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria.

ATTACHMENT D BIDDER INFORMATION FORM

Solicitation Number: FLHSMV-ITB-044-21 DRIVER LICENSE (DL) AND COMMERCIAL DRIVER LICENSE (CDL) HANDBOOKS Please ensure the information provided in this form matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information: Florida Vendor Information Portal. DO NOT CHANGE THE FORMAT OF THIS FORM. **BIDDER NAME: BIDDER FEID NO.:** STREET ADDRESS: CITY, STATE and ZIP: **BIDDER'S WEBSITE:** TELEPHONE NO.: TOLL-FREE NO.: **Solicitation Contact Person Contract Manager*** NAME: TITLE: STREET ADDRESS: CITY, STATE and ZIP:

E-MAIL ADDRESS: TELEPHONE NO.: TOLL-FREE NO.: CELL PHONE NO.:

^{*}The individual who will be responsible for overall contract compliance on behalf of the Contractor.

ATTACHMENT E DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES SUBCONTRACTOR UTILIZATION FORM

| BIDDER | NAME: | SOLICITA | ATION NO: | | | |
|---|--|---------------------|---------------------|----------|--|--|
| FEIN NO |): | DATE: | | | | |
| All bidders shall complete and submit the following information as requested in this form at tir of submission. Failure to disclose subcontractor utilization may deem the bid non-responsive. The bidder certifies this form accurately represents its solicitation and utilization or no utilization, as indicated, of the companies listed below for performance of work if award contract. The bidder also certifies he/she has had direct contact with the named firms regarding participation on this project. | | | | | | |
| | SUBCON | TRACTOR UTILIZATION | | | | |
| % UTILIZATION | NAME OF SUBCONTRACTOR | ADDRESS | TELEPHONE NUMBER | FEIN NO. | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| NOTE: A BIDDER COMPLE | ubcontractor(s) will be utilized Attach additional pages, if ne MUST SIGN EACH ADDITION ETION OF FORM. ED REPRESENTATIVE SIGNA | cessary. | TS CONTENT A | ND | | |
| TITLE: | | | | | | |

ATTACHMENT G PAST PERFORMANCE - CLIENT REFERENCES

| In the spaces provided below during the past three (3) years | shall list all l | business nan | nes under wh | ich it has | operated |
|--|------------------|--------------|--------------|------------|-----------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| On page 2 of this attachment non-FLHSMV (Department of | • | | | ` , | separate, |

Client references will be utilized for the purposes set forth in Section 5.1, Basis of Award. Two (2) client references must be submitted, and failure to submit two (2) may result in the respondent being deemed non-responsive.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT G CLIENT PAST PERFORMANCE QUESTIONNAIRE

| Bidder's Name: | | | |
|---|-----------------------------|------------|-----|
| The following shall be completed, signed and notarize | ed by the client: | | |
| Client's Name: | | | |
| Client's Address: | | | |
| Contact's Name: | Contact's Title: | | |
| Contact's Phone Number: | E-mail Address: | | _ |
| Directions: Please complete the following questions regressions organization. For questions 4-8, please circle YES | | ormance i | for |
| 1. What products or services did the Bidder provide for you volume of printing (100-500 copies/501-1,000 etc.) on a description.) | | | |
| Answer: | | | |
| 2. What was the timeframe or the contract term that these Please include a beginning date (MM/DD/YY) to an end | • | provided? | |
| Answer: | | | |
| 3. Describe the geographic area where the goods/service served, section of the state, statewide, etc.) | s were provided. (number of | f counties | |
| Answer: | | | |
| 4. Have you had any problems regarding the contract pe | rformance of the Bidder? | YES | NO |
| Comments: 5. Did the Bidder meet all of its performance/milestones | doodlings (o.g., dolivory | | |
| schedules)? | deadimes (e.g., delivery | YES | NO |
| Comments: | | | |
| 6. Have you experienced any performance problems of t provided to your organization by the Bidder? | he product and/or service | YES | NO |
| Comments: | | | |
| 7. Has the Bidder been responsive to your communication | ons? | YES | NO |
| Comments: | | | |
| 8. Would you contract with this Bidder again? | | YES | NO |
| Comments: | | | |

| By signing below, I certify that the Bidder provide | ded the products and/or services as indicated above: |
|---|--|
| Signature of Client Representative | Date |
| NOTARY ACKNOWLEDGEMENT: | |
| State of | |
| County of | |
| This document was signed or acknowledged be | efore me on, 2021 by |
| (Name of signer) | (Date) |
| [Check One] Personally Known or F | Produced the following I.D: |
| Name of Notary: | Notary Stamp/Seal: |
| Signature of Notary: | |

ATTACHMENT H BIDDER QUALIFICATION QUESTIONS

Please complete each Bidder Qualification Question below and sign the certification statement at the bottom of this form. Unsigned or incomplete forms may prevent a bidder from being considered responsive.

| 1. | Does the Bidder certify that the Bidder or person submitting the bid, is authorized to respond to this ITB or respond on the Bidder's behalf? | Yes | No |
|----|---|-----|----|
| 2. | Does the Bidder understand that by submitting a bid, the Bidder is deemed to have accepted all terms and conditions in the ITB? | Yes | No |
| 3. | Does the Bidder understand that submission of a bid does not guarantee award of a contract to the Bidder? | Yes | No |
| 4. | Does the Bidder certify that its bid submission meets or exceeds all specifications for this ITB? | Yes | No |
| 5. | 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 |
| 6. | The Bidder certifies that its company has or will obtain Florida Department of State Registration, pursuant to section 607.1501, F.S., within seven (7) days of notice of award. Website: https://dos.myflorida.com/sunbiz/ | Yes | No |
| 7. | The Bidder certifies that its company is registered or will register in the MyFloridaMarketPlace system within ten (10) days of notice of award. Website: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace | Yes | No |
| 8. | Is the principal place of business (per section 283.35, F.S.) outside of Florida? | 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 Name: | _ | | |
|--------------------------------|----------|---------------|--|
| Address: | | | |
| City: Authorized Signature: | State: _ | Zip: Date: | |
| Printed Name and Title: | | Telephone: | |

ATTACHMENT I CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

| С | ontractor Name: | Contract #: | |
|-------------------------|--|--|-------|
| C | ontractor FEIN: | | |
| C | ontractor's Authorized Representative Name: | | |
| C | ontractor's Authorized Representative Title: | | |
| Ad | ddress: | | |
| Ci | ty: State: | Zip: | |
| Te | elephone Number: | | |
| Er | mail Address: | | |
| | | | |
| sta cor In apr | tute at the time of submitting a bid or proposal for tract with an agency. accordance with subsection 287.135(5), F.S., | must certify its compliance with the requirements or a contract or before a company enters into or rener please check the following certification statement which your company is seeking to conduct business a procurement or contract. | ews a |
| | For procurement/contract valued at less that | • | |
| | I hereby certify that the company, of which I am in a boycott of Israel. | a duly authorized representative, is not actively eng | aged |
| | For procurement/contract valued at \$1,000, | 000 or more | |
| | I hereby certify that the company, of which I are the requirements of subsection 287.135(5), F.S. | n a duly authorized representative, is in compliance S. | with |
| С | ertified By: | , | |
| w | ho is authorized to sign on behalf of the abo | ve referenced company. | |
| Pi | rinted Authorized Signature Name and Title: | | |
| | | | |
| | | | |