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

Solicitation Number: ITN 007-13

Number of Addenda as of above date: None

Item(s) of Bid: Production and Distribution of License Plates and Registration Certificates

Commodity Code: 570600: PLATES, LICENSE, FOR MOTOR VEHICLES

Date and Time Due: December 3, 2012, no later than 2:30 PM Eastern Time

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

Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 312
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

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

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

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

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

V 7.23.12
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SOLICITATION INTRODUCTION

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

1. **Read the entire document.** Note critical items such as: mandatory requirements; bond(s) requirements (proposal, performance and/or damages) sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. **Note the Procurement Officer’s name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.

3. **Attend the pre-proposal conference.** (If applicable)

4. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Vendor Bid System’s website ([http://vbs.dms.state.fl.us/vbs/search.criteria_form](http://vbs.dms.state.fl.us/vbs/search.criteria_form)) and will include all questions asked and answered concerning the Solicitation.

5. **Follow the format required in the Solicitation** when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.

6. **Provide complete answers/descriptions.** Read and answer all questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.

7. **Use the forms provided: for example;** Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms, Certificate of Drug Free Workplace, Savings / Discount / Price Reduction, Customer References or the like.

8. **Check the Contractor Bid System website for Solicitation addenda.** Before submitting your response, check the Contractor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.

9. **Review and read the Solicitation document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.

10. **Submit your response on time.** Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late proposal responses are **never** accepted.
1.0 PURPOSE AND GENERAL INFORMATION

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles, hereinafter called the Department, requests written proposals be submitted to obtain offers from qualified firms for the production and distribution of Florida license plates as described herein. This solicitation includes but is not limited to general issue, personalized, special requirement, specialty and motorcycle plates. This solicitation also includes motor vehicle registration certificates and mobile home and vessel validation decals. Florida has redesigned its general issue license plate and the Awarded Contractor is required to manufacture and distribute approximately eighteen (18) million plates within either a two (2), five (5), or ten (10) year period.

1.2 GLOSSARY

See attached PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1 for further definitions.

Awarded Contractor: The proposer who is awarded a contract by the Department as a result of this solicitation.

BAFO: Best and Final Offer. This ITN includes a two-stage process of contractor selection (see Section 5).

Debossed Plate: A plate with a depressed outer rim.

Department: Department of Highway Safety and Motor Vehicles

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

FDLP: Florida Digital License Plate

General Issue Plate: Florida’s regular standard license plate

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

ITN: Invitation to Negotiate

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

MS: Division of Motorist Services

Mobile Home/Vessel Validation Decal: The red, blue, orange and green sticker issued with mobile home and vessel registrations.

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

Packing: Tangible product must be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. All containers and packing must become and remain Department property.

Plate Pair: The license plate combined with the registration certificate which is mailed to the customer.

Proposer: Any firm or person who submits a proposal to the Department in response to this solicitation.

Proposal: All information and materials submitted by a proposer in response to this solicitation.
Prospective Contractor: Any firm or person who submits a proposal to the Department in response to this solicitation.

Purchase Order: A Purchase Order is issued via the eProcurement system. See attached PUR Form 1000, paragraph 2.

Registration Certificate (RC): The form issued to a registrant upon properly registering their motor vehicle. The certificate includes a yellow decal which is removed from the certificate and affixed to a license plate, or mobile home/vessel validation decal. Reference herein throughout this ITN to the registration certificate includes the decal unless otherwise specified.

Special Requirement Plate: Plates that have special requirements for issuance. For example; the Paralyzed Veteran License Plate.

Specialty Plate: Specialty license plates are license plates available to the general public without having to meet specific qualifications and which require payment of an additional annual use fee.

SQSO: Statement of Qualifications and Services Offered. This ITN includes a two-stage process of contractor selection (see Section 5).

Subcontractor: Any person other than an employee of the contractor who performs any of the services listed in this solicitation for compensation paid by the contractor.

1.3 PROCUREMENT OFFICER

The Procurement Officer, acting on the behalf of the Department, is the sole point of contact outside of official conferences and meetings with the Department’s team, with regard to all procurement matters relating to this solicitation, from the date of release of the solicitation until the Department’s Notice of Intended Award or Decision is posted. All questions and requests for clarification outside the above referenced meetings are to be directed to:

Christopher Buda, Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway, Room B 412, Mail Station 31
Tallahassee, FL 32399-0524
Telephone: (850) 617-3203
Fax: (850) 617-5115
Email: christopherbuda@flhsmv.gov

Florida Statute Section 287.057(23) requires that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

Julie Baker, Chief
Bureau of Issuance Oversight
Division of Motorist Services
Department of Highway Safety & Motor Vehicles

1.5 MANDATORY REQUIREMENTS

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

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

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

1.6 NON–RESPONSIVE PROPOSALS, NON–RESPONSIBLE RESPONDENTS

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

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

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

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

1.7 COSTS OF DEVELOPING AND SUBMITTING PROPOSAL, OWNERSHIP

Neither the Department nor the State is liable for any of the costs incurred by proposers in preparing and submitting a proposal. All proposals become the property of the Department upon receipt and will not be returned to the proposer once opened. The Department must have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the proposal will not affect this right.
1.8 AUTHORIZED REPRESENTATIVE

A representative who is authorized to contractually bind the proposer must sign the proposal and any addenda. Only written inquiries from proposers, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the proposer. See attached Form PUR 1001, paragraph 5.

1.9 ADDENDA

Any and all addenda to this solicitation will be issued in writing and posted on the Florida Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/search.criteria_form, and on the Department’s web site at http://www.flhsmv.gov/purchasing/html/bid_log.html. Proposers may be required to acknowledge receipt of addenda in writing.

Any addenda or written answers supplied by the Department Procurement Officer to participating proposer’s written questions become part of this solicitation.

1.10 EMPLOYMENT OF UNAUTHORIZED ALIENS

The Department must consider the employment by any proposer of unauthorized aliens a violation of the Immigration and Nationalization Act. Such violation must be cause for unilateral cancellation of the contract.

1.11 DRUG FREE WORKPLACE PROGRAM: The proposer agrees to implement a drug free workplace program as defined in 287.087, Florida Statutes.

1.12 PUBLIC ACCESS TO DOCUMENTS: This contract may be unilaterally canceled by the Department for refusal by the proposer to allow public access to all documents, papers, letters, or other material made or received by the proposer in conjunction with this contract, unless the records are exempt from Section 24(A) of Article 1 of the State constitution and Section 119.07(1), Florida Statutes.

1.13 PUBLIC ENTITY CRIMES

See attached Form PUR 1001, Paragraph 7.

1.14 DIVERSITY

This contract must be interpreted with diversity in mind to unite Floridians behind a shared vision of opportunity and diversity in state contracting without discriminating against one racial group or another.

1.15 DISCRIMINATION

See attached Form PUR 1001, Paragraph 8.

1.16 TAXES

See attached Form PUR 1000, Paragraph 16. The Department must have no responsibility for the payment of taxes which become payable by the contractor or its subcontractor in performance of the contract.

1.17 EXTRANEOUS TERMS AND CONDITIONS

See attached Form PUR 1000, Paragraph 42 and PUR 1001, Paragraph 4.

1.18 CANCELLATION

This contract must be subject to cancellation by the Department should the Department determine that either one of the following events has occurred:
a. The contractor has failed to comply with the terms and conditions contained herein, or
b. The contract has become the subject of a cause of action or challenge in any State or Federal Court or administrative forum.

1.19 TERMINATION FOR CAUSE

The Department reserves the right to terminate the contract by providing written notice to the contractor(s) in accordance with the attached Form PUR 1000, Paragraph 23.

1.20 TERMINATION BY MUTUAL AGREEMENT

With the mutual agreement of both parties, the contract or any part of the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

1.21 TERMINATION IN THE BEST INTERESTS OF THE STATE

See Form PUR 1000, Paragraph 22.

1.22 CONTRACTOR’S RESPONSIBILITIES UPON TERMINATION

After receipt of notice of termination, and except as otherwise specified by the Department, the contractor(s) must:

a. Stop work under this contract on the date, and to the extent specified, in the notice.

b. Place no further order(s) or subcontract(s) for materials, services, or facilities except as may be necessary for completion of such portion of the work under this contract that is not terminated.

c. Complete performance of such part of the work as must not have been terminated by the Department; and

d. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this contract which is in the possession of the contractor(s) and in the Department has or may acquire an interest.

Upon the effective date of termination of the contract, the Contractor 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, except as otherwise provided in this solicitation.

1.23 DELIVERY

All prices must be freight on board (FOB) destination in accordance with 672.319(1)(b), Florida Statutes. The Department will not pay freight charges. Please see section 4.5 “Mailing and Delivery” for more details.

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

A proposer’s final response to this solicitation must be considered as the proposer’s formal offer. There will be no separate contract other than the purchase order.

1.25 CONTRACTOR RESPONSIBILITY

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

1.26 DISCUSSIONS

Prior to the Department determining whether proposals have been submitted in accordance with the requirements of this solicitation, any discussion by the proposer with an employee or authorized representative of the State involving cost information will result in rejection of said proposer’s response.

No negotiations, decisions, or actions must be initiated or executed by a proposer as a result of any discussion with any state employee. Only those communications which are in writing from the Bureau of Purchasing and Contracts may be considered as a duly authorized expression on behalf of the Department. Any inquiries from proposers must be submitted in writing as required in Section 1.3 or in accordance with the attached PUR 1001, Paragraph 5.

1.27 NON–EXCLUSIVE RIGHTS

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

1.28 ASSIGNMENT OF THE CONTRACT

See attached Form PUR 1000, Paragraph 29. The contract is not assignable except with prior written approval of the Department.

1.29 BENEFIT

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

1.30 INTENTIONS

It is the intent of the Department to acquire a complete working system. Any incidental items omitted from these specifications must be provided as part of the proposer’s price proposal in order to deliver a working system and be in compliance with the specifications and requirements of this solicitation.

1.31 MINOR BID EXCEPTIONS

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

1.32 SILENCE OF SPECIFICATIONS

The apparent silence of specifications set forth in the solicitation and contract to any details or the omission from it of a detailed description, concerning any point must be regarded as meaning that only the best
commercial practices are to prevail and that only materials and workmanship of first quality is to be used. All interpretations of this solicitation must be made upon the basis of this statement.

1.33 SMALL BUSINESS PARTICIPATION

Florida is a state rich in its diversity. The Department of Highway Safety & Motor Vehicles is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this is the participation of a diverse group of Contractors doing business with the state.

To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

1.34 CONTRACT

The contract resulting from this solicitation process must consist solely of the purchase order issued by the Department to the successful proposer, this solicitation and any addenda thereto, and the proposal, including any license/use agreement submitted by the successful proposer as part of its proposal except to the extent of any conflict with Florida law or terms and conditions of the proposal. In the event of a conflict among any of the documents referenced herein, the following priority must apply, with the language of each listed document governing the documents listed below it:

a. The purchase order
b. Any addenda to the solicitation
c. The solicitation
d. The awarded proposal including any agreements. Any agreements which include, but are not limited to installation, licensing, maintenance, software, etc. must be submitted with the proposal and agreed to by the Department during negotiations.

1.35 DEFAULT

Failure of the contractor to perform according to the contract must be cause for the contractor to be found in default. In the event of default, any and all reprocurement costs, along with any other remedies provided in the solicitation, contract and/or by rule or law, may be charged against the contractor.

1.36 PRIDE

Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) The State supports and encourages the use of Florida Correctional work programs. See attached Form PUR 1000, Paragraph 40.

1.37 RESPECT

The State Supports and encourages the gainful employment of citizens with disabilities. See attached Form PUR 1000, Paragraph 41.

1.38 ADDITIONS/UPGRADES/DELETIONS

During the term of the contract resulting from this solicitation, the Department must have the right to add/delete services/products upon mutual written agreement of both parties. If a contractor has newer technology the Department may exercise the right to upgrade to that technology by way of an amendment agreeable to both parties. Quantities in commodity purchases may be modified within the limits of the Category thresholds set in 287.017 F.S.

1.39 ECONOMY OF PRESENTATION

Each proposal must be prepared simply and economically, providing a straightforward, concise delineation of the proposer’s capabilities to satisfy the requirements of this solicitation. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of solicitations, it is essential that proposer’s follow the format and instructions contained herein.
1.40 ACCESSIBILITY FOR DISABLED PERSONS

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

1.41 SPECIFICATION EXCEPTIONS, OMISSIONS, OR ERRORS

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

1.42 SITE RULES AND REGULATIONS

The proposer must use its best efforts to assure that its employees and agents, while on any State, County or Agent premises, must comply with the rules and regulations applicable to that site.

1.43 LIABILITY

The contractor must hold harmless and indemnify the Department from any and all liability in damages arising out of covenants and agreements in this ITN, as set forth in paragraph 19 of PUR 1000 (Attachment I), it being specifically understood that it is an independent contractor to furnish commodities or service upon its own credit and it is not an employee, agent, servant or representative of the Department.

1.44 SUBMISSION OF PROPOSAL

This language takes precedence over PUR 1001 (Attachment II) Paragraph 3. The proposal forms furnished must be submitted with your proposal. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within without prior written authorization from the Department. All forms to be signed and dated.

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

Submit your proposal in accordance with the Calendar of Events (Section 2.1) to:
Department of Highway Safety and Motor Vehicles
Bureau of Purchasing and Contracts
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

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

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

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

IMPORTANT: Mark on the envelope/container in which your bid is submitted: Bid No. ITN 007-13 to be filed (Date & Time in Calendar of Events, Section 2.1).

1.45 PROPOSAL TENURE

All proposals are binding for one hundred eighty (180) days following the proposal opening date.
1.46 PROPOSER’S RESPONSIBILITY

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

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

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

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

1.47 POSTING OF TABULATION

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

1.48 RESPONSE CLARIFICATION

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

1.49 NOTICE OF SOLICITATION PROTEST BONDING REQUIREMENT

See the attached Form PUR 1001, Paragraph 20. Any person who files a formal written protest must, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2) c, Florida Statutes.

1.50 LEGAL REQUIREMENTS

See attached Form PUR 1000, Paragraph 30. Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules must govern the development, submittal and evaluation of all proposals received in response hereto and must govern any and all claims and disputes which may arise between proposer’s submitting a proposal hereto and the Department. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any proposer must not constitute a cognizable defense against their effect.

1.51 APPLICABLE LAWS AND RULES

The contractor must comply with all Federal and Florida State laws, regulations, and directives issued by any public health agency pertaining to the Workers Compensation Act and must conduct said operation in a safe, efficient and sanitary manner. The contractor is responsible for complying with any applicable local, Florida, or national codes and/or ordinances. If applicable all necessary permits and licenses must be the responsibility of the contractor.

1.52 SEVERABILITY

See attached Form PUR 1000, Paragraph 47.

1.53 FORCE MAJEURE

See attached Form PUR 1000, Paragraph 24.
1.54 MYFLORIDAMARKETPLACE TRANSACTION FEE

All payments must be assessed a Transaction Fee of one percent (1.0%), which the contractor must pay to the State. See attached Form PUR 1000, Paragraph 14.

1.55 REGISTRATION REQUIRED FOR FLORIDA VENDORS

Each proposer doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes must register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), Florida Administrative Code. Also, an agency must not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes with any proposer not registered in the MyFloridaMarketPlace system, unless exempted by rule. A proposer not currently registered in the MyFloridaMarketPlace system must do so within 5 days after posting of intent to award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (http://www.myflorida.com). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

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2.0 SPECIAL CONDITIONS

2.1 CALENDAR OF EVENTS: The following time schedule will be strictly adhered to in all actions relative to this solicitation, unless modified by the Department by addendum to this solicitation.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 9, 2012</td>
<td>Solicitation issued.</td>
</tr>
<tr>
<td>November 19, 2012</td>
<td><strong>All questions</strong> and/or proposed changes to the solicitation must be submitted in writing to the issuing officer by <strong>4:00PM</strong> Eastern Time (may be submitted earlier.) See Section 1.26.</td>
</tr>
<tr>
<td>November 26, 2012</td>
<td>Responses to written inquires and proposed changes will be posted on the Florida Vendor Bid System at: <a href="http://vbs.dms.state.fl.us/vbs/search.criteria_form">http://vbs.dms.state.fl.us/vbs/search.criteria_form</a>.</td>
</tr>
<tr>
<td>December 3, 2012</td>
<td>Respondents’ “Statements of Qualifications and Services Offered” are due. Responses must be received as specified in Section 1.44 of this solicitation, no later than <strong>2:30PM</strong> Eastern Time. Responses must be addressed to the Procurement Officer as specified in Section 1.3. All responses will be opened by Department employees starting at or after <strong>2:30PM</strong> Eastern Time at the Neil Kirkman Building, Room B409, 2900 Apalachee Parkway, Tallahassee. The public may attend the opening but may not review any proposals submitted until they become public records in accordance with Section 119.07, Florida Statutes. The names of respondents and the names of firms submitting “no proposal” responses will be read aloud.</td>
</tr>
<tr>
<td>December 7, 2012</td>
<td>There will be a public meeting of the evaluation committee for the purpose of evaluating Statements of Qualifications and Services Offered at <strong>3:00PM</strong> Eastern Time, in room <strong>B-130</strong> of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.</td>
</tr>
<tr>
<td>December 10, 2012</td>
<td>Posting of up to four (4) respondents selected for negotiations.</td>
</tr>
<tr>
<td>December 17, 2012</td>
<td>Start of negotiations with selected respondents. Demonstrations will be scheduled in the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, Florida. Respondents may set up from <strong>8:00AM</strong>. Demonstrations will begin at <strong>9:00AM</strong> Eastern Time.</td>
</tr>
<tr>
<td>January 2, 2013</td>
<td>Best and final offers to be submitted in writing as specified in Section 1.44 of this solicitation, no later than <strong>2:30PM</strong> Eastern Time.</td>
</tr>
<tr>
<td>January 7, 2013</td>
<td>There will be a public meeting of the evaluation committee for the purpose of evaluating final offers at <strong>3:00PM</strong>, in room <strong>B-130</strong> of the Neil Kirkman Building, 2900 Apalachee Parkway, Tallahassee, FL.</td>
</tr>
<tr>
<td>January 8, 2013</td>
<td>Post notice of intended award. Performance Bond due from selected contractor within 14 days. The ability to execute a purchase order is subject to approval by the Cabinet.</td>
</tr>
</tbody>
</table>
January 1, 2014

Tentative start date for initial term of contract

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

2.2 TERM OF CONTRACT

Refer to attached Form PUR 1000, Paragraph 27. The contract must be in effect upon issuance of a purchase order. The term will be ten (10) years contingent upon satisfactory service, unless terminated earlier by the Department under the terms provided herein. This contract is subject to an annual appropriation by the State Legislature. After posting of Intent to Award, the Departments’ execution of this contract is subject to the approval of the Cabinet. The Department has no obligation to execute a contract from this solicitation, except by issuance of a purchase order. The purchase order is the only method the Department will use to enter into a contract. If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than contractor, contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor. In the event this solicitation includes renewals, the requirements of Section 287.057, Florida Statutes, must apply.

2.3 PROPOSAL BOND

Each respondent selected to participate in negotiations must submit with their written offer a proposal bond in the form of a cashier’s check or surety bond, payable to the State of Florida in the amount of five percent (5%) of the total cost for the project. A Certificate of Deposit from a federally chartered financial institution may be submitted for the proposal bond as an alternative to a bond or cashier’s check provided that the Certificate of Deposit is payable to the Department of Highway Safety and Motor Vehicles without recourse or reserve. The proposal bond will be returned to the successful proposer after the bid award has completed posting and after submission of the performance bond, to unsuccessful proposers after award. The State will not consider alternative proposal and/or performance securities.

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

2.4 PERFORMANCE BOND

The successful proposer must supply, no later than the date specified in the Calendar of Events (Section 2.1), a Performance Bond issued by an insurance company licensed by the Florida Department of Financial Services, covering the faithful performance of this contract, in all terms and conditions thereof throughout the full term thereof, between the Department and the proposer and which will further indemnify and save harmless the Department from all costs and damages by reason of the proposer’s default, breach or failure to satisfactorily complete any of the following items:

   a. Payment to all entities, individuals, and the like furnishing labor or materials in connection with this contract.

   b. Successful, full and satisfactory completion, including the dates specified between the Department and the proposer, of the installation, ongoing operation and performance, consumable supplies and maintenance herein concerned.

In the event of any breach on the part of the proposer, the surety and/or the Department must have the right to take possession, custody, and control of any work site and/or installation and to complete and operate same forthwith, with any costs attributable thereto borne by the Customer or the surety. In the event of control and operation of any site(s) by the Department or surety, the Department must incur no financial obligation to the contractor, and must recover from the contractor or surety any costs of cover, i.e. additional costs, if any, incurred by the Department in operating any site(s) during the breach by the contractor.

The performance bond must be in the amount of the total contract value/cost, not the annual cost. Performance bonds may be submitted with annual term dates but the total amount of the bond must be in the amount of the total contract cost/value. The performance bond amount must not include the cost of any renewal option years.
A Letter of Credit may be submitted in lieu of a performance bond only when issued by a financial institution organized under the laws of Florida. A Letter of Credit issued by an out of state bank will not be accepted.

2.5 **DAMAGES BOND** Not Applicable

2.6 **PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES:**

The Department reserves the right to impose liquidated damages upon the Awarded Contractor for failure to comply with the performance standard requirements set forth below.

<table>
<thead>
<tr>
<th>Performance Standard Requirement</th>
<th>Liquidated Damages To Be Imposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Awarded Contractor shall manufacture the Florida Digital License Plate (FDLP) as specified in Section 4.1.</td>
<td>The Awarded Contractor shall replace the FDLP at no additional cost to the Department. In addition, the Department shall impose $4.00 per FDLP, not to exceed $5,000, per shipment address.</td>
</tr>
<tr>
<td>The Awarded Contractor shall produce the Registration Certificate (RC) as specified in Section 4.1.</td>
<td>The Awarded Contractor shall replace the RC at no additional cost to the Department. In addition, the Department shall impose $2.00 per RC, per mailed address.</td>
</tr>
<tr>
<td>The Awarded Contractor shall mail the FDLP and RC to the customer within three (3) business days as specified in Section 4.1. Awarded Contractor must have a 98% compliance rate.</td>
<td>The Department shall impose $2.00 per plate, per business day until the FDLP and RC is mailed.</td>
</tr>
<tr>
<td>The Awarded Contractor shall mail the RC to the customer within one (1) business days as specified in Section 4.1.</td>
<td>The Department shall impose $.50 per RC, per business day until the RC is mailed.</td>
</tr>
<tr>
<td>The Awarded Contractor shall “Bulk Ship” the FDLPs to the County within fifteen (15) business days as specified in Section 4.2.</td>
<td>The Department shall impose $2.00 per FDLP, per business day, not to exceed $8,000, per shipment address, until the FDLP “Bulk Shipment” is shipped.</td>
</tr>
<tr>
<td>The Awarded Contractor shall provide the Inventory Management Reporting System from 6:00 a.m. to 8:00 p.m. ET, as specified in Section 4.3.</td>
<td>The Department shall impose $100 per business day when the reporting system is unavailable for seven (7) hours or more and $50 for less than seven (7) hours which is considered a half day.</td>
</tr>
<tr>
<td>The Awarded Contractor shall provide the Customer Service Website 24 hours per day, 7 days per week, as specified in Section 4.8.</td>
<td>The Department shall impose $250 per calendar day when the website is unavailable for twelve (12) hours or more and $125 for less than twelve (12) hours which is considered a half day.</td>
</tr>
</tbody>
</table>

The Department’s designated contact for this purchase order will monitor the Awarded Contractor’s performance in accordance with the monitoring requirements of the purchase order and may determine the level of sanction based upon an evaluation of the severity of the deficiency. Failure by the Awarded Contractor to meet the established minimum performance standards may result in the Department, in its sole discretion, finding the Awarded Contractor to be out of compliance, and all remedies provided in this purchase order and under law, shall become available to the Department.

1. **General Liquidated Damages**

   a) The Department may impose up to a one percent (1%) reduction of the total, monthly invoice amount for each incident in which the Awarded Contractor has failed to meet a deadline as specified in this solicitation and subsequent Purchase Order, not to exceed five percent (5%) per month.
2. Corrective Action Plan (CAP)

a) If the Department determines that the Awarded Contractor is out of compliance with any of the provisions of this solicitation and subsequent Purchase Order, the Department may require the Awarded Contractor to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Awarded Contractor to resolve deficiencies without the Department invoking more serious remedies, up to and including Purchase Order termination.

b) In the event the Department identifies a violation of this Purchase Order, or other non-compliance with this solicitation or subsequent Purchase Order, the Department shall notify the Awarded Contractor of the occurrence in writing. The Department shall provide the Awarded Contractor with a timeframe for corrections to be made.

c) The Awarded Contractor shall respond by providing a CAP to the Department within the timeframe specified by the Department.

d) The Awarded Contractor shall implement the CAP only after Department approval.

e) The Department may require changes or a complete rewrite of the CAP and provide a specific deadline.

f) If the Awarded Contractor does not meet the standards established in the CAP within the agreed upon timeframe, the Awarded Contractor shall be in violation of the provisions of this solicitation and shall be subject to liquidated damages.

g) Except where otherwise specified, liquidated damages of ($50.00) per day may be imposed on the Awarded Contractor for each calendar day that the approved CAP is not implemented to the satisfaction of the Department.

2.7 PROPOSER’S INQUIRIES

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

2.8 INDEPENDENT CAPACITY OF CONTRACTOR

The parties hereto agree that the proposer, its officers, agents and employees, in the performance of this Contract, must act in the capacity of an independent contractor and not as an officer, employee or agent of the
State. Proposer agrees to take such steps as may be necessary to ensure that each sub-contractor of proposer will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of State. All persons furnished, used, retained, or hired or on behalf of proposer or such sub-contractor, and proposer must be responsible for payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

2.9 TECHNICAL DOCUMENTATION

All products bid must meet or exceed all conditions and specifications of the solicitation. When technical documentation is required by this solicitation, its purpose is to demonstrate compliance of the product bid with applicable technical requirements of the solicitation and to allow a technical evaluation of the product. Failure to provide the required technical documentation with the bid submittal must make the proposal non-responsive, unless the Bureau of Purchasing and Contracts, in its sole discretion and in the best interest of the Department, determines the acceptability of the products offered through technical documentation available within the Department of Highway Safety and Motor Vehicles, as of the date and time of the bid opening.

Such authority of the Bureau of Purchasing and Contracts must in no way relieve the proposer from the ultimate responsibility to submit the required technical documentation, nor must any proposer assume that such documentation is otherwise available to the Bureau. The Department must not be responsible for the accuracy of the technical documentation in its possession.

2.10 INVOICES

All invoices will be submitted in accordance with the attached Form PUR 1000, Paragraph 15. Invoices for services will reference a valid purchase order number and be submitted to the Contract Manager specified in Section 1.4 of this solicitation.

Invoices for commodities will reference a valid purchase order number and be submitted to:

Department of Highway Safety and Motor Vehicles
Bureau of Accounting, Accounts Payable Section
Neil Kirkman Building, Room A414, MS-22
2900 Apalachee Parkway
Tallahassee, Florida 32399-0514

2.11 BID OPENING

Bids will be opened in Room B409, Neil Kirkman Building, at the date and time shown in the Calendar of Events (Section 2.1 of the solicitation).

2.12 PROJECT PLANNING REQUIREMENTS

The Department may request that a project plan be submitted as part of the contractor's proposal. The project plan must be submitted in Microsoft Project. Additionally, prior to the start of the task that produces it, the contractor will draft a detailed description and approach for each deliverable. The Department must review the description and approach and must request changes, if necessary, until it is satisfied that the deliverable will produce a product that meets requirements. For more information see Section 5.8.4.
2.13 STANDARD DELIVERABLE REVIEW REQUIREMENTS

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

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

2.14 SYSTEM AND PROPRIETARY SOFTWARE LICENSE

The contractor must grant or obtain in the name of the Department a perpetual, non-revocable, non-transferable, and non-exclusive license to use the software and the documentation thereto for the system provided hereunder. The license must not be limited as to number of users or numbers and types of hardware devices or software operating systems used or authorized by the Department. Notwithstanding the foregoing, the Department acknowledges that its use of “commercial off the shelf” (COTS) licensed software and other pre-existing commercial software provided under this Agreement as part of the System provided hereunder is subject to the terms, conditions, use limitations and license terms contained in the COTS license accompanying the software or the end-user licensing agreement required by the licensor as a precondition to the use of the pre-existing commercial software by the Department. The Department acknowledges that the terms of such licensing agreements may differ from the foregoing provision.

The documentation that the contractor must furnish must include all operator and user manuals, training materials, programmer reference manuals, system administration guides, listings, specifications, and other materials for the proper and successful use of the software. The contractor must deliver to the Department three (3) copies of the documentation. The Department must have the right, as part of the license granted hereunder, to make as many additional copies of the custom documentation specifically developed by the contractor for the system which will be delivered under this contract as the Department deems necessary. The Department acknowledges that COTS licensing and other licensing agreements for pre-existing commercial software contain provisions relating to the licensed use of documentation accompanying the software with which the Department hereby agrees to comply. The Department may make one (1) backup or archive copy of the software for the Installation Site.

Any copies of the software and documentation which the Department acquires pursuant to the contract must bear the copyright, trademark, and other proprietary notices included therein by the contractor, and except as provided by law or authorized in the contract, the Department must not distribute the same to third parties, including other agencies within the Department, without the contractor's prior written consent unless such distribution is related to the successful installation, performance, or operation of the system described in this ITN.

2.15 CUSTOM SOFTWARE

If custom software is required to meet the technical requirements of this ITN, it must become the property of the Department, including software, system design, source code, documents, and materials prepared and created by the contractor for or in connection with the contract with the Department. The Department may modify the programs for its own purposes, with the understanding that the contractor must not warrant performance when such modifications are in place.

However, the Department understands that the contractor will not transfer ownership to portions of the custom software that embody contractor's core technology or third party software or which consist of enhancements to, or modifications of, such core technology or third party software which contractor has included in the custom software under a license from the third party. Contractor will, however, grant the Department a non-exclusive, royalty-free license to use such core technology, enhancements, modifications, and third party software in said custom software.
Subject to the security requirements of the Department and prior written approval by the Department, the contractor and its subcontractors must be free to use any ideas, concepts, and techniques contractor or its subcontractors develop arising out of their performance under this contract, and, subject to the security requirements of the Department and prior written approval by the Department, contractor must be free to provide the Custom Software developed under this Agreement and owned by the Department to other customers requiring this same software using a licensing agreement with similar restrictions to the licensing agreement described in this Agreement. No ideas, concepts, techniques or custom software developed for this System and Agreement must be provided to others without the prior written consent of the Department. The Department prefers that the contractor will complete and finalize all design/technical specifications, development, and testing on site in the Kirkman Building. However, the Department understands that it may not be practical to perform all development activities on site. The Respondent may state in his proposal a plan that includes some off-site development but the plan is subject to final approval by the Department prior to implementation. The contractor must submit to the Department for its approval proposed design documents and screen layouts of all custom software provided to meet the requirements of this ITN.

2.16 IMPLEMENTATION DATES

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

2.17 STATUS REPORTING

All work performed pursuant to the contract must be reviewed by the Department’s Contract Manager, commencing upon execution of the contract. The contractor's Project Manager must submit a written status report to the Department’s Contract Manager showing project tasks completed and tasks planned for completion during the next reporting period. Work determined by the Department to be in non-compliance with the contract must be brought into conformance by the contractor at no expense to the Department within ten (10) calendar days of written notice from the Department unless a longer time period for compliance is contained in the written notice from the Department.

2.18 COMPLIANCE REVIEW

The contractor is responsible for the implementation and schedule identified in this solicitation and/or as required and agreed to by the Department. The contractor is required to pass a compliance review as designated by the state. The Department will verify that all the features and functions which the contractor proposed have been delivered and that they operate as set forth in the ITN and the contractor’s proposal, then the Department must notify the contractor in writing that the system has successfully passed the compliance review.

If the Department determines that the system does not meet the requirements specified in this ITN and the contractor’s proposal, the Department will notify the contractor, in writing, of all deficiencies. The contractor must correct the deficiencies within 30 working days, notify the Department in writing, and the Department will re-evaluate the system for another period not to exceed 30 working days.

No charges must be paid for equipment, software, services, or supplies until the system has passed the compliance review. Implementation will not continue at any other sites until the contractor has been notified in writing that the compliance review has been successfully completed.

2.19 ACCEPTANCE PERIOD

Following implementation, there must be a 90 day acceptance period. A system must be considered to have successfully completed the acceptance period if there have been no contractor-related problems for a period of 90 days. A system that experiences a contractor-related problem will be considered to have failed the acceptance period.

In the event the system fails the acceptance period, the acceptance period must begin anew when the contractor notifies the Department that the system has been repaired and is ready to begin the acceptance period.
In the event the system has not passed the acceptance period within three months from the date that the Department has been notified that the system is "Ready For Use", the contractor must replace the entire system at the failed site.

2.20 SYSTEM DEMONSTRATIONS

A demonstration is required. For the Demonstration/Negotiation phase, the Prospective Contractor is required to bring samples of the license plate and registration certificate to the Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, Florida 32399-0560, during the week specified in the Calendar of Events. Specific date and time for each proposer's demonstration will be determined by the Department. Prospective Contractor will explain their production processes to include manufacturing, inventory management and distribution. For instance, Prospective Contractor may choose to demonstrate their production processes in person via video, flow chart, PowerPoint presentation, etc. Prospective Contractor will fully discuss features of the system and the process.

The demonstration will include the following:

The Department's Procurement Officer listed in Section 1.3 will email a PDF copy of a registration certificates to the Prospective Contractors selected for the Demonstration/Negotiation phase, prior to their scheduled date. The Prospective Contractor must use the data in this PDF to create at least five (5) sample registration certificates of each type which include; motor vehicle, vessel, and mobile home. Such samples must meet the standards outlined in this ITN. The Prospective Contractor may use an alternate format to layout the registration data on the registration certificate. Additionally, each Prospective Contractor must bring at least five (5) sample license plates to the demonstration/negotiation.

2.21 CONTRACTOR'S INSURANCE

See attached Form PUR 1000, Paragraph 35. The Awarded Contractor must not commence any work in connection with the contract until he has obtained all of the following types of insurance and such insurance has been approved by the purchaser, nor must the Awarded Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

**a. WORKERS COMPENSATION INSURANCE:** The Awarded Contractor must take out and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Awarded Contractor must require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Awarded Contractor. Such insurance must comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workman's Compensation statute, the Awarded Contractor must provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected.

**b. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Awarded Contractor must take out and maintain during the life of this agreement Comprehensive General Liability and Comprehensive Automobile Liability insurance that will protect the Awarded Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by the Awarded Contractor or by anyone directly or indirectly employed by the Awarded Contractor, and the amount of such insurance must be the minimum limits as follows:

1. Contractor’s Comprehensive General Liability Coverage, Bodily Injury & Property Damage: $100,000.00 Each Occurrence, Combined Single Limit.

2. Automobile Liability Coverage, Bodily Injury & Property Damage: $ 50,000.00 Each Occurrence, Combined Single Limit Insuring clause for both Bodily Injury & Property Damage must be amended to provide coverage on an occurrence basis.
c. **SUBCONTRACTOR’S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:** The Awarded Contractor must require each of his subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy as specified above.

d. **LOSS DEDUCTIBLE CLAUSE:** The Department must be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible must be the sole responsibility of the Awarded Contractor providing such insurance.

### 2.22 FINGERPRINT REQUIREMENTS

The Awarded Contractor selected is required to have all of their employees, working in any phase of the design, maintenance, operation, or other delivery of the service required by this contract, to complete a fingerprint background check with the Florida Department of Law Enforcement. Costs associated with the background check or other security processes must be borne by the Awarded Contractor. Fingerprint processing will be coordinated by the Division of Administrative Services to ensure that reimbursement by the Awarded Contractor has been made and that the department’s records of building access are accurate. Unfavorable background check results may require a change in Awarded Contractor personnel. This decision is the sole discretion of the Department.

### 2.23 CJIS PERSONNEL SECURITY POLICY AND PROCEDURES: Not Applicable

### 2.24 E-VERIFY REQUIREMENT: Pursuant to the State of the Florida Executive Orders Nos.: 11-02 and 11-116, Awarded Contractor is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment of all new employees hired by the Awarded Contractor during the contract term. Also, the Awarded Contractor must include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state term contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
3.0 SCOPE OF WORK

3.1 BACKGROUND

Florida residents are required to properly register their motor vehicles, mobile homes and vessels with the Department. A registration is evidence of having paid the registration tax and fees. For motor vehicles the registration consists of a metal license plate which is placed on the motor vehicle and a registration certificate. Mobile home and vessel registrants receive a Mobile Home/Vessel validation decal and registration certificate. Included on the registration certificate is the yellow validation decal.

A license plate will only be issued to a motor vehicle registrant once every ten (10) years. Registrants will receive a new registration certificate (with the decal) upon receipt of the renewal application and fees annually (or biennially).

Mobile home and vessel registrants receive a mobile home/vessel validation decal along with a registration certificate annually (or biennially) upon renewal.

Florida currently uses a metal license plate with the alpha numeric system, meaning there are combinations of letters and numbers used for identification. The current general issue license plate has a six (6) character configuration.

Law enforcement, toll authorities and other users of license plate reader technology have expressed concerns with the readability of Florida’s current license plate design when attempting to obtain proper registration information on a vehicle. Law enforcement, toll authorities and others are also using imaging equipment. This equipment captures a photo of the vehicle’s license plate and then obtains registration data based on the reading. With the current license plate, the photo is often not clear, resulting in the pulling of inaccurate registration information.

To address legibility and readability issues, and allow for a new seven (7) character configuration, the Department is recommending a redesign of the general license plate.

Redesigning the license plate while leveraging newer technologies in the license plate itself along with a more simplistic graphic and improved font will assist users of license plate reader technology. The improved fonts and the simplistic graphics will also improve readability for the human eye, thereby improving the accuracy of information provided to and used by law enforcement. These changes will serve as an important safety initiative for law enforcement and all drivers on Florida’s roads.

3.2 OBJECTIVES

The Objective of this project is to solicit bid proposals for design, printing, assembly, support and distribution of license plates, registration certificates and mobile home/vessel validation decals as described herein. The Department will award the contract to the responsive and responsible Prospective Contractor whose bid proposal, conforming to this ITN that is most advantageous to the Department, stakeholders, partners and residents of the State of Florida, price and other factors considered.

The Prospective Contractor awarded this contract at a minimum will provide the following:

1. Production (replacement) of approximately eighteen (18) million general issue license plates during either a two (2), five (5), or ten (10) year period as agreed upon by the Awarded Contractor and the Department.
2. Production of specialty license plates when renewal of such plate is done by online methods and the ten (10) year plate period has expired.
3. Production of registration certificates for all registration renewal or replacement requests when renewal is done by online methods.
4. Delivery by mail directly to the customer of a license plate and registration certificate, where the customer has requested renewal online.
5. Delivery of license plate inventory, at levels specified herein, to ensure sufficient supplies in all offices where license plates are issued over-the-counter.

6. Delivery by mail directly to the customer of registration certificates, and if applicable a mobile home/vessel validation decal, where the customer has requested the renewal online.

7. An inventory management system.

3.3 CURRENT PROCESS

The Department has a contract with PRIDE to manufacture and distribute license plates. This includes all type of license plates (general, special requirements, specialty and personalized). Approximately two (2) million license plates are produced annually.

The current general issue license plate has three versions; county name, state motto ("In God We Trust") and “Sunshine State.” The license plates are metal and embossed.

License plates are issued by the Department and the sixty seven (67) county Tax Collectors. The county Tax Collectors serve as agents of the Department in providing registration services. Tax Collectors operate various offices in their counties and some contract with private tag agencies to provide registration services.

When additional license plate inventory is needed, the Department sends an order request to PRIDE. After manufacturing the license plates, PRIDE inventories and stores the license plates until orders are ready to be shipped by truck to the delivery points. PRIDE has divided the state into four regions and delivery is accomplished via a truck to offices within each of the four regions. There are sixty seven (67) county delivery points in addition to the Department’s headquarters in Tallahassee. Each of the sixty seven (67) Tax Collectors must then distribute license plates to branch offices, private tag agencies and dealerships in their county. There are over three hundred (300) tax collector offices and private tag agencies and over one-thousand (1,000) dealerships authorized to issue license plates.

There are currently five (5) major points of inventory control. The first is at PRIDE, after a license plate is manufactured. The second is providing inventory control information to the Department, who oversees the inventory and re-order needs for the counties. The third is when the county receives the license plate. The fourth is when the county delivers the license plates to another office or dealership in the county. The final inventory control point is annual auditing, where each county must provide the Department with an audit of their inventory.

Each issuance office maintains its own inventory count of both general, special requirement and specialty plates using the Florida Real-time Vehicle Information System (FRVIS) and manual inventory logs. Department or tax collector personnel will process a customer’s application, check the inventory to make sure the requested plates are in inventory, update the customer record, and then the customer will receive their new license plate and registration certificate. If the requested plates are not in the agency’s inventory, specialty plate requests, or the field agency may need to delay the customer transaction while shipments are ordered from either the Department warehouse or borrowed from another nearby field agency.

A customer receives their license plate and/or registration certificate either over the counter or by mail. Over-the-counter issuance is provided by the tax collector offices, private tag agencies and dealerships. Mail issuance is provided by the Tax Collectors for those who mail-in their renewal notice or renew their registrations online.

To allow for over-the-counter issuance, offices must be stocked with an adequate supply of license plates. Over-the-counter issuance involves a customer coming into an issuance office and walking away with the license plate and/or registration certificate.

New license plates are generally provided for new registrations or for those who are at the ten (10) year replacement cycle or those who choose to pay for a new plate. Original and renewed license plates are always accompanied by a registration certificate.
Every month, the Department runs and delivers registration renewal data for each county. The Tax Collector is then responsible for mailing renewal notices to residents of their county. Customers can choose to mail in their registration renewal, renew online or visit an office.

If the customer mails in their renewal, this goes directly to the county. The renewal is then processed and a registration certificate, and if applicable a mobile home/vessel validation decal, is mailed to the customer from the county. A license plate is mailed only if the license plate is at the end of the ten (10) year replacement cycle.

For online transactions, customers visit the Department’s GoRenew.com website. The renewal request is forwarded to the Tax Collector, who processes the transaction and mails the registration certificate, and if applicable a mobile home/vessel validation decal to the customer. A license plate is mailed only if the license plate is at the end of the ten (10) year replacement cycle.

4.0 TECHNICAL REQUIREMENTS

Awarded Contractor must bear full responsibility to ensure successful installation, implementation, operation, and maintenance of all materials, hardware and software associated with this ITN.

The Department will have a redesigned general issue license plate. There are approximately eighteen (18) million general issue license plates that need to be produced by the Awarded Contractor and distributed by the Awarded Contractor to tax collector offices or by mail to the customer. Registration certificates will be issued with all replacement plates requiring a certificate.

During the entire contract period, the Awarded Contractor must provide license plates, registration certificates and mobile home/vessel validation decals as required for online renewals. This includes all registrations and license plate types.

4.1 DIGITAL LICENSE PLATE AND REGISTRATION CERTIFICATE PRODUCTION

Digital License Plates

A digital license plate production system must be proposed that will improve the Department’s overall process for the manufacturing and distribution of license plates. The Prospective Contractor will be responsible for the overall operation and maintenance of the system used to assemble the Department’s license plates. These plates must meet or exceed specifications found or referenced in this ITN for reflectivity, durability and performance.

The Prospective Contractor must provide a plan for producing license plates, and must also provide samples of the license plates, in the response to this solicitation. The license plates and design must meet the Department’s standards (See section 4.22) and they must be approved by the Department prior to use. This cost must be included in the proposal price. License plates must be mailed or shipped within three (3) business days of receipt of order.

Registration Certificate

The Prospective Contractor must provide a plan for producing registrations, and must also provide samples of the registration certificates. The registration certificates and design, must meet Department standards and they must be approved by the Department prior to use. This cost must be included in the proposal price. Registration certificates produced without an accompanying license plate must be mailed to the customer within one (1) business day of the receipt of the order by the Prospective Contractor. Registration certificates produced with an accompanying license plate must be produced contemporaneously with the license plate and mailed to the customer within one (1) business days of receipt of the order by the Prospective Contractor.

The Prospective Contractor may utilize the Department’s contracted vendor for supply of registration certificates or may utilize other providers of registration certificates which meet the Department’s standards and specifications. The Department must approve in writing the use of any registration certificates utilized by the
Prospective Contractor which are obtained from a non-agency approved vendor. All cost associated with the supply of registration certificates must be born by the Prospective Contractor.

The Prospective Contractor's solution for license plate manufacturing and distribution must also include the printing, distribution and fulfillment of all registration certificates so that both the license plate and registration certificate can be printed, processed, matched and mailed in a single package to Department customers.

The Prospective Contractor's production plans must detail how the Prospective Contractor will meet the production demand based on a two (2), five (5) and ten (10) year replacement cycle. The Prospective Contractor must describe its production and inventory methodology.

For mobile homes and vessel online renewals the Department will provide the Prospective Contractor adequate supply of the mobile home/vessel validation decals.

4.1.1 Graphic Design

Periodically, the Legislature approves new license plates for issuance or approves modifications to existing license plates. The Prospective Contractor is responsible for working with Department staff at no additional cost to implement new license plate designs by any deadlines established by the Legislature. All images and graphics for license plates are considered Department property and must remain property of the Department after termination of the contract.

4.1.2 System Installation and Configuration

The Prospective Contractor is responsible for all aspects of system installation, configuration, testing and start up at their location. The Contractor must submit a project description and project plan for system installation, configuration, testing and startup.

4.1.3 Consumables/Supplies

The Prospective Contractor is responsible for providing all consumables and supplies necessary to print and assemble a finished license plate that meets current State standards for reflectivity, durability, and performance as described in this ITN.

4.1.4 Disposal of Hazardous Material

The Prospective Contractor must properly dispose of any hazardous waste material resulting from the plate production process, in compliance with any applicable Federal and or State rules and regulations. The Prospective Contractor is responsible for any costs related to hazardous waste handling and disposal.

4.1.5 Quality Assurance Inspections and Sampling

The Department reserves the right to conduct audits and inspection of the production process and plates produced by the proposed system.

In the event that plates are found to be defective, the system and business processes proposed by the Prospective Contractor must allow the Department to trace defective plates down to the source of raw materials.

4.2 DIGITAL LICENSE PLATE AND REGISTRATION CERTIFICATE DISTRIBUTION

To ensure easy access and proper inventory control, license plates must be shipped to the Department and the sixty seven (67) county Tax Collectors in bulk packages. All packaging materials must be provided by the Prospective Contractor. Each pallet of bulk packages must be designed to prevent damage during shipping. Production run sequence numbers must be affixed to the outside of each shipping package that corresponds to the materials contained therein. A shipping or packaging list must be affixed to one visible box on a pallet
identifying all production runs contained within the shipment. Bulk shipment must be made within fifteen (15) business days of order receipt.

The Prospective Contractor must electronically transmit confirmation of order fulfillment back to the Department as soon as practical, but no later than 24 hours after fulfillment order is shipped or mailed complete. A secure interactive web service will be the method of communicating order fulfillment to the Department.

The Prospective Contractor will be required to mail license plates, registration certificates and mobile home/vessel validation decals directly to customers. Approximately two (2) million license plates are produced and issued to customers each year.

The Prospective Contractor must provide a plan for order fulfillment, including shipping, mailing processes and reporting. The Department prefers that customers receive direct mail items within five (5) business days of order fulfillment, where possible.

4.3 INVENTORY AND ORDER MANAGEMENT CAPABILITIES

The Prospective Contractor’s License Plate Information System must interface with Department’s existing vehicle title and registration system (FRVIS) through a secure web services interface. The Department will provide more specific technical details to the awarded contactor during implementation. The system must accept electronic orders from the Department and effectively manage these orders through shipping. The system must provide the Department with the capability to process and track orders as well as print production reports, management summary reports, packing lists, and box labels. Inventory features must allow the Prospective Contractor to employ an inventory method where plates can be assembled, stocked at minimum levels and married to registrations printed for the same customer and vehicle.

Please describe in detail for your solutions inventory management features which at a minimum should include the following:

1. Ability to track inventory orders (orders must not include excluded plates or plates that already exist in the Department’s system).
2. Ability to allow Department personnel to track and place inventory orders.
3. Ability to receive inventory orders from Department and Tax Collectors.
4. Inventory order inquiry functionality
5. Ability to create Purchase Orders
6. Invoice/Billing Inquiry Functionality
7. Agency Order Approval
8. Maintaining Excluded Plates
9. Ability to maintain field agency inventory Levels
10. Ability to mark inventory Obsolete/Missing/Defaced
11. Ability to handle Returned Plates
12. Ability to audit and track the transfer, receipt, and acceptance of inventory by individual and location.

4.3.1 Planned And Unplanned Unavailability

The inventory management and all reporting and auditing system must be available at all times with the exception of planned maintenance. All planned maintenance windows must be approved in advance, in writing and in accordance with the Departments Change Control process.

<table>
<thead>
<tr>
<th>System Component</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory Management System</td>
<td>6:00AM to 8:00PM</td>
</tr>
<tr>
<td>Inventory Auditing and Reporting</td>
<td>6:00AM to 8:00PM</td>
</tr>
</tbody>
</table>

The Prospective Contractor must explain their process and methodology for communicating and resolving unplanned outages that result in the failure to carry out the terms of the contract.
4.4 MANAGEMENT REPORTING

The Prospective Contractor solution must have full reporting capability, which includes standard reports as well as ad hoc reports that will be made accessible to the Department via an online web portal. A report will be the foundation for invoicing the Prospective Contractor.

At a minimum, the following standard reports must be available, with the ability to group or filter results by those shipped to Department offices versus those mailed directly to customers:

a. **Inventory Quantity** – Shows the inventory currently at a location.
b. **Removed Inventory** – Shows the inventory items that have been removed from inventory management system due to damage, issuance to motorists at a branch or mailed to motorists.
c. **Shipped Inventory** – Shows the inventory items that have been shipped from the inventory management system.
d. **Plates Shipped by Month** – This report must show the total number of plates shipped within a given month. The information should be summarized by order number, plate type and destination.
e. **Plates Shipped Year to Date** – This report must indicate the number of plates shipped per month for a given fiscal year, summarized by plate type.
f. **Order Status Summary** – Shows the number of plates with the following statuses: Order Received, Assembled; In Transit; Received and Issued.
g. **Shipping Summary** – This report must provide the Department the flexibility to select a date range and the ability to sort the data to gain a comprehensive list of what has been shipped from the Prospective Contractor.
h. **Registration Certificates Mailed by Month** - This report must show the total number of registration certificates mailed within a given month.

Additional Standard reports will be coordinated and built in conjunction with the Department.

1. Please provide a list of the standard reports you provide to your customers, including examples, as an attachment to your ITN response. Please note which, if any, are available online.

2. Please detail your company’s customized and ad hoc reporting capabilities including how long the Department will have to wait to receive new requests for information. Please include how long it takes your company to provide new periodic reports.

3. Does your company provide online Account Management Services that enables the Department’s Project Management team to monitor order and delivery activity? If so, please provide a list of all functions of on-line capabilities including reporting.

4. Since the Department will not view the plates before they are mailed to our customers, it is the responsibility of the Awarded Contractor to ensure the plates meet all of the requirements specified in the ITN. Provide a plan that will ensure the Department is aware of any quality issues.

4.5 MAILING AND DELIVERY

For the entire term of the contract, the Awarded Contractor must be responsible for the mailing and distribution of license plates and registration certificates to our customers as well as to the Department and Tax Collectors. This includes providing all packaging, labeling, and systems to manage and account for all shipments. The Awarded Contractor must provide all required hardware, software, consumables, and systems to mail license plates and/or registration certificates directly to customers.

For audit, tracking and investigative purposes, a signature must be captured by the carrier for orders shipped to the Department and Tax Collector offices.

The Awarded Contractor’s proposed solution must include a listing of license plates in the package during this contract, as well as license plate series ranges, and a corresponding bar code. The bar code can be scanned for inventory control, as well as for audit ability.

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1. What are your company's metrics for fill rates (An order with a 100% fill rate would have no backorders), and what performance level is "acceptable" and "excellent"? How does your company measure fill rate and are these measurements available for a customer to view on-line?

2. Is your company able to provide proof of delivery to the Department for every order upon request? (This is needed for periodic audits.) Please provide a detailed response to include alternatives your company has to offer.

3. Please describe in detail all processes and solutions your company can provide in resolving backorders.

4. Please describe how the license plate and registration certificate will be packaged. Please provide a packaging and distribution plan, including the packaging and distribution of each of the following:
   a. Digital License Plate with Registration Certificate
   b. Registration Certificate only.

5. Provide details as to how shipments and orders will be tracked.

6. Please describe in detail your company's plan to ensure that the Department and its customers receive the best postage prices while also ensuring that the customer receives their order expeditiously. The Prospective Contractor must provide the postage price to mail a license plate pair, registration certificate and bulk postage pricing for 150, 500, 1000, and 5000 license plates. Also, please describe how the bulk orders will be packaged.

7. Please describe in detail your company's plan for combining and mailing multiple plates and registration certificates to a single customer renewing online.

8. Describe in detail how your company would accommodate requests for expedited mailing of orders.

**Postage Rates** - Postage rates can only increase by the Consumer Price Index for All Urban Consumers or the percentage increase of the USPS. If a change is necessary, the Department must be notified in writing within thirty (30) days.

**4.6 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The Prospective Contractor must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Prospective Contractor’s ability to successfully complete the services required by this ITN and Contract. Emphasis should be placed on contracts that are similar in size and scope to the work required by this ITN. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this ITN and Contract. For each such contract, the Prospective Contractor should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Prospective Contractor must provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the Prospective Contractor’s proposal. The Prospective Contractor must provide a detailed description of services to be provided by each subcontractor.

**The Prospective Contractor must fulfill the manufacturing and distribution services outlined in this ITN.**

1. Respondent must include a proposed work plan, to include the manufacturing and distribution site location and time frames that will coincide with the successful completion of this project. Provide job descriptions and number of personnel to be assigned to equipment installation, testing,
manufacturing, distribution and implementation of the project. Include any assumptions made developing the work plan.

2. Prospective Contractor must identify equipment name, model and feature numbers, and quantities of all equipment that will be used to meet the technical requirements of this ITN. Briefly describe any additional but relevant features or capabilities. Address any features that make the proposed commodity especially suited for the intended purpose.

3. Provide details as to how company will “ramp-up” to meet additional volume demands initially and through the life of the contract.

4.7 DATA MANAGEMENT AND INTEGRITY/SECURITY

The Prospective Contractor must describe their general security philosophy, posture, and approach to ensure optimal security protection will be achieved for the systems deployed as a result of this solicitation.

The Awarded Contractor must provide security for the control and handling of secure data and materials used in the plate production process, including finished plates. This security plan is focused on the entire solution life cycle and should include the security of the material from its creation through shipping/ storage and finally to its use. This includes the mailing of registration cards and plates simultaneously. The security plan should discuss how scrap or waste material is handled at each step of the process. Security controls for protecting the data must be implemented in accordance with the Driver Privacy Protection Act (DPPA), Federal Information Security Management Act (FISMA), NIST 800-53 publications and F.A.C. 71-A.

1. Describe your proposed solution for sharing data with the Department.

2. The Department will provide registration and license plate transaction data to the Awarded Contractor in real-time via a secure web service, Please explain your process for interpreting this data and your timeframe for processing customer orders.

3. Describe the security measures that will be in place to ensure customer data and products are protected.

4. How does your company maintain data integrity and prevent unintentional changes to your system?

5. Provide a detailed system design document showing a Network Plan, Disaster Contingency Plan and Security Plan. Logical and physical diagrams are required.

6. The Awarded Contractor at a minimum must protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by the State of Florida.

7. Any Personally Identifiable Information must be protected and kept confidential.

8. In the event of a data breach, describe in detail your plan to notify the Department and the affected customers of the data breach.

4.7.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the Department to the Awarded Contractor are confidential. The Awarded Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Awarded Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Department that is deemed confidential. Any use, sale, or offering of this data in any form by the Awarded Contractor, or any individual or entity in the Awarded Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Awarded Contractor’s suspension or debarment from Department contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.
Only uniquely identified, authenticated, and authorized users are allowed access to State of Florida data. Access control mechanisms must be utilized to ensure that users can access only that data to which they have been granted explicit access rights.

The Awarded Contractor must assume total financial liability incurred by the Awarded Contractor associated with any breach of confidentiality.

The Awarded Contractor and all project staff including its subcontractor must complete and sign confidentiality and non-disclosure agreements provided by the Department and require all staff to view yearly security awareness and confidentiality training modules provided by the Awarded Contractor. It must be the Awarded Contractor’s responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees’ start date.

Security clearance/background check for all Awarded Contractors and project staff must be obtained and provided to the Department (to protect the State of Florida from losses resulting from Awarded Contractor employee theft, fraud or dishonesty) upon request. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting; http://www.nist.gov/customcf/get_pdf.cfm?pub_id=890080.

### 4.7.2 SECURITY STANDARDS

**Network Security:** The Awarded Contractor must maintain a network security that at a minimum includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The Awarded Contractor must maintain network security that conforms to one (1) of the following:

A. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: [http://web.nvd.nist.gov/view/ncp/repository](http://web.nvd.nist.gov/view/ncp/repository)

Or

B. Any recognized comparable security standard that the Awarded Contractor then applies to its own infrastructure and is approved by the Department’s Enterprise Security Management team. Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISO.

The Awarded Contractor must be subject to the same security and infrastructure review processes that are required by the State of Florida and its partner Departments and Agencies. The Awarded Contractor must submit relevant documentation and participate in the System Architecture Review (SAR) process.

For “outsourced hosting services”, the Awarded Contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.

If the Awarded Contractor is not supplying “dedicated” hardware resources to host State of Florida applications and data, the Awarded Contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.

The Awarded Contractor must provide a detailed system design document showing a Network Plan, Disaster Contingency Plan and Security Plan. Logical and physical diagrams are required.
Data usage, storage, and protection is subject to any applicable regulatory requirements, including those for HIPAA (Health Insurance Portability and Accountability Act), and PII (Personally Identifiable Information), Payment Card Industry (PCI) Data Security Standard, Driver Privacy Protection Act.

**Data Transmission:** The Awarded Contractor must only transmit or exchange State of Florida data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of Florida. The Awarded Contractor must only transmit or exchange data with the State of Florida or other parties through secure means supported by current technologies. The Awarded Contractor must encrypt all data defined as personally identifiable or confidential by the State of Florida or applicable law, regulation or standard during any transmission or exchange of that data.

**Data Storage:** All data provided by the State of Florida or gathered by the Awarded Contractor on behalf of the State of Florida must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager and Information Security Manager. No State data must be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Department’s Information Security Manager.

**Data Scope:** All provisions applicable to data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

**Data Re-Use:** All State provided data must be used expressly and solely for the purposes enumerated in the contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Awarded Contractor. No Department data of any kind must be transmitted, exchanged or otherwise passed to other Awarded Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Department’s Contract Manager and Information Security Manager.

**Data Breach: Unauthorized Release Notification:** The Awarded Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Awarded Contractor’s security obligations or other event requiring notification under applicable law (“Notification Event”), the Awarded Contractor must assume responsibility for informing the State Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of Florida, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.

**End of Contract Data Handling:** Upon termination of this Contract the Awarded Contractor must erase, destroy, and render unreadable all Awarded Contractor copies of Department data according to the standards enumerated in accordance with the Department’s security guidelines and certify in writing that these actions have been complete within thirty (30) days of the termination of this Contract or within seven (7) days of the request of an agent of the State whichever must come first.

**Security Audit:** The Awarded Contractor must allow Department assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

### 4.7.3 SECURITY PLAN

The Prospective Contractor must provide a security plan. The document must describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Awarded Contractor’s security plan must, at a minimum, provide security measures for the following areas:
- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security
The security plan must provide for review of the Awarded Contractor's operations and control system. The Awarded Contractor must have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Awarded Contractor apply to development, testing, production and backup systems.

The Awarded Contractor must provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the Awarded Contractor must highlight security features of the system.

In addition, the security plan must identify and define:

- **Regulations and security requirements** – How the Awarded Contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- **System, Administrative and Personnel Security** - the security responsibilities of and supervision required for information owned and / or operated by the Awarded Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- **Workforce Security** - the control process for hiring and terminating of Awarded Contractor's employees, and method used for granting and denying access to the Awarded Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.
- **Role based security access** – the products and methods for role based security and access to the Awarded Contractor's infrastructure and access to the State’s infrastructure.
- **Password Management** – the appropriate password management controls to meet defined regulation or security requirements.
- **Logging / Auditing controls** – the Awarded Contractor's audit control methods and requirements.
- **Incident Management** – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- **Vulnerability / Security Assessment** – the products and methods used for scanning Awarded Contractor’s infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- **Anti-virus / malware controls** – the products and methods for anti-virus and malware controls that meet industry standards. It must include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- **Firewall** – the products and methods for firewall control process and intrusion detection methodology.
- **Database** – the products and methods for safeguarding the database(s).
- **Server and infrastructure** – the products and methods for “hardening” of the hardware’ operating systems.
- **Transmission** - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- **Data Integrity** – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Awarded Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

### 4.8 CUSTOMER SERVICE AND ACCOUNT MANAGEMENT

The Awarded Contractor is to provide quality customer service and account management throughout the term of this contract. The Awarded Contractor is expected to provide a dedicated Account Management team to the Department.
1. The Awarded Contractor must have a customer service plan/process dedicated to responding to inquiries and complaints from the general public. The Awarded Contractor must have a dedicated public facing website that at a minimum provides details on orders to include the shipping status, mail date, and returned mail date, if applicable. The website must have 99% availability twenty four (24) hours per day.

2. Please describe in detail your company’s proposed account management team structure including names and contact information where possible, and services each individual or group will perform. Please indicate if any attachments are included.

3. Describe your company's standard process for problem resolution, including standard response times.

4. Describe your company's standard process for problem escalation if the standard problem resolution process cannot resolve an issue that was presented to the Prospective Contractor by the Department.

5. What is your company's definition of a dedicated Account Management Team and what provisions do you have in place for backup support?

6. What is the minimum experience the lead Account Manager assigned to the Department would have with Government contracts or customers of similar size and complexity?

7. Please provide a resume for each member of the proposed Account Management Team as an attachment.

8. What is the replacement process in the case of a proposed Account Management team member departing?

9. Please explain in detail your company’s Customer Service Quality Assurance program. The Prospective Contractor must explain their process of monitoring and grading interactions with the Department and our customers, if applicable.

10. What metrics does your company use to measure the performance of your company's customer service quality program? What is deemed to be "acceptable" and "excellent" performance based on each defined customer service metric? Are these metrics specific to a customer and are they reported on?

11. Please describe in detail your company’s method(s) to ensure that 99.9% of produced and delivered license plates and registration certificates meet the Department’s specifications?

4.9 DISASTER RECOVERY

In the event of a disaster to the production site and/or distribution facilities, provide a disaster recovery plan that clearly outlines what will be expected from Department personnel and Awarded Contractor personnel. The Department reserves the right to inspect the disaster recovery site. The Awarded Contractor’s system must be held accountable for data recovery to the point of failure with no data loss from any scheduled or unscheduled outages. Production and order fulfillment must pick up where it left off with no loss of integrity of the business transaction from any type of outage.

The burden and costs associated with the disaster recovery/backup site must be full responsibility of the Awarded Contractor.

1. Please discuss your contingency or disaster recovery plan in the event the main production site and or equipment is damaged or destroyed. Include what will be expected from Department personnel and Awarded Contractor personnel.

2. Do you intend on having a disaster recovery/backup site available?

3. What is your maximum system restoration time?
4.10 DIGITAL LICENSE PLATE SPECIFICATIONS

The retro reflective registration license plate must consist of retro reflective (hereinafter referred to as “reflective” only) sheeting that is digitally printed with a thermal transfer ribbon and then laminated to a specified aluminum substrate, which is then processed by the appropriate license plate processing equipment.

The reflective sheeting must consist of lens elements enclosed within a transparent resin and must have pre-coated pressure sensitive adhesive sheeting protected by a removable liner. The clear coated-reflective sheeting must provide a weather resistant, essentially smooth, flat outer surface when finished according to the sheeting manufacturer’s recommendations. Graphic design reflective sheeting must employ the design and colors on the background as mutually approved by the Department and the Prospective Contractor.

The Prospective Contractor must furnish any material needed to assemble license plates meeting the requirements of this specification.

The reflective sheeting, when applied to the license plate substrate and blanked to finished size, must contain:

1. The security features must be machine readable to identify the jurisdiction and license plate number. Features such as bar codes, embedded identifiers, holograms, and “invisible” images must be proposed for the purposes of on-vehicle traceability and anti-counterfeiting in accordance with these specifications. The security feature must not interfere or detract from the graphic design or reduce sheeting brightness and must be durable for the service life of the license plate. Please refer to AAMVA’s Best Practices Guide for Improving Automated License Plate Reader Effectiveness through Uniform License Plate Design and Manufacture located at http://www.aamva.org/WorkArea/linkit.aspx?LinkIdentifier=id&ItemID=2911&libID=2897 for more information.

2. In addition, the Prospective Contractor is required to specify any other security features available that will enable law enforcement and license plate technology platforms to readily identify and detect the validity of the Florida license plate.

Please describe in detail the license plate security features that your company proposes to satisfy the requirements of this ITN.

4.10.1 DIFFUSE DAYTIME COLOR

Through instrumental color testing, the diffuse daytime color of the reflective sheeting must conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E-1349, utilizing either 45/0 or 0/45 degree illumination/viewing conditions as described in E-1164 and E-1349 for retro-reflective materials. Chromaticity and the Luminance Factor based on CIE tristimulus values for the 2 observer and illuminant D65 must be calculated in accordance with ASTM E-308.

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The color specification limits for license plate sheeting are listed on the following chart.

<table>
<thead>
<tr>
<th>COLOR SPECIFICATIONS LIMITS &amp; REFERENCE STANDARDS</th>
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<tbody>
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<td>Color</td>
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4.10.2 ADHESIVE AND PROTECTIVE LINER

The pre-coated adhesive must form a durable bond to flat conversion coated license plate surfaces as recommended by the reflective sheeting manufacturer.

The protective liner attached to the adhesive must be removable by peeling without soaking in water or other solvents and must be easily removed after accelerated conditioning for four hours at 150F (66C) under weight of 2.5 lbs. per square inch (1.14KG per 6.45 sq. cm). The liner must be non-printed to permit reuse.

Thermal Transfer Printing
The reflective sheeting must be printable with thermal transfer ribbons supplied by the Propsective Contractor. The sheeting manufacturer must provide a complete line of thermal transfer ribbons, in process and spot colors that allow the license plate shop to print the graphic designs and variable information required by the Department.
Protective Clear Over laminate
The sheeting manufacturer must provide a protective clear film that will be laminated to the sheeting in-line with the thermal transfer printing process. Printed sheeting with the protective clear film must pass all performance tests as delineated in Section 3.17.

4.10.3 ALUMINUM SPECIFICATIONS

The Prospective Contractor must conform to ASTM B-209 and ASTM B-449.

4.11 TESTING

4.11.1 METHODS

All methods of sampling, chemical composition and tensile strength of the alloy must be in accordance with the requirements of ASTM B-209, latest revision.

4.11.2 CERTIFICATION

A certificate of conformance must accompany every delivery of the aluminum coil product. The certificate must contain the aluminum alloy's chemical composition, alloy, temper, thickness, width, tensile strength, elongation and micro hardness (BRN).

4.11.3 ADDITIONAL TESTING

The State reserves the right to perform any additional tests, at its sole option, to determine if the material provided meets contract specifications.

4.12 FINISHED PLATE DIMENSIONS

4.12.1 STANDARD PLATE

Dimensions = 12” wide X 6” tall
Hole Placement = 5/8” from the top or bottom of the plate and 2 1/2” from the sides of the plate
Hole Size = ¼” diameter

4.12.2 MOTORCYCLE PLATE

Dimensions = 7” wide X 4” tall
Hole placement = four (4) holes per plate; each hole is 5/8” from the top or bottom of the plate and 5/8” from the sides of the plate.
Hole size = ¼” diameter

All finished plates must have a debossed rim flange that provides structural support and rigidity to the plate. The rim must be at least 1/8” around the perimeter the finished plate and should maximize the sheeting printable surface.

4.13 MATERIAL SPECIFICATION

4.13.1 RETRO-REFLECTIVE CHARACTERISTICS

The coefficient of retro-reflection for the sheeting must be measured on flat, clean, finished license plate test panels prepared as per Section 3.18.1 and must have the following minimum values at 0.2 observation angle, expressed as candelas per lux per square meter of material. Measurements must be conducted in accordance with ASTM E-810, “Standard Test Method for Coefficient of Retro-reflection of Retro-reflective Sheetings”. Measurements on reflective sheeting with a preprinted graphic design must be taken in an unprinted sheeting area.
Minimum Values for COEFFICIENT OF RETRO-Reflections of Reflective Sheeting per ASTM E-810

<table>
<thead>
<tr>
<th>Color</th>
<th>Entrance Angle</th>
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</thead>
<tbody>
<tr>
<td>-4</td>
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</tr>
<tr>
<td>White</td>
<td>50</td>
</tr>
<tr>
<td>Yellow</td>
<td>25</td>
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<td>Blue</td>
<td>18</td>
</tr>
<tr>
<td>Red</td>
<td>9</td>
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</tbody>
</table>

**4.13.2 RESISTANCE TO ACCELERATED WEATHERING**

The sheeting must be weather resistant and show no appreciable discoloration, crazing, cracking, blistering, lifting or dimensional change and the surface must continue to be essentially smooth to provide direct application of any future validation stickers, determined after the following accelerated weathering tests:

1. Laboratory testing – 2,000 hours in Xenon arc weatherometer using ASTM G 155 - Type BH, Method A. Samples must maintain 70% of retro-reflective table values shown in Section 3.5.1

2. Outdoor accelerated testing – Samples must be placed in a 24 month unprotected outdoor exposure, facing the equator and positioned vertically. Retro-reflective measurements, taken after cleaning, must result in 70% or more retention of the table values shown in Section 3.17.1

**4.13.3 RAINFALL PERFORMANCE**

The Coefficient of Retro-reflection of the same finished license plate test panels, measured on the same flat area of the test panels, totally wet by rain, must not be less than 90% of the values specified above. The photometric performance during rainfall must be determined as follows:
Test set-up for rainfall performance:

1. Place the test panel in an upright position six (6) inches (15.2 cm) below and four (4) inches (10.1 cm) in front of the nozzle as shown below:

2. Apply sufficient water pressure so that the upper surface of the spray envelope strikes the top of the panel.

3. With water falling on the panel, measure the coefficient of retro-reflection. Wet performance measurements must be conducted at 0.2 observation and -4 entrance angles in accordance with ASTM E-810.

4.13.4 DAYTIME/NIGHTTIME COLOR

To assist in positive daytime/nighttime identification of license plates, the color of the reflective background of the sheeting, including any pre-printed design or digitally printed design, must be similar in daylight and by illumination at night.
4.13.5 CLEANABILITY:

1. Finished license plates, assembled in accordance with the recommendations of the reflective sheeting manufacturer, must be easily cleansed of normal dirt accumulation by washing with water and mild detergent. A test panel must be sprayed with water-suspended soils collected from the underside of vehicle fenders, mixed with water in the proportion of five pounds (2.27 kg) of soil to one gallon (3.78 liters) of water, and poured through a paint strainer.

2. The mixture must then be sprayed onto the panel while particles are in suspension. After the panel is thoroughly dry, it must be cleaned by washing with a mixture of water and mild detergent, rinsed with clean water and wiped dry for examination. The panel must show no appreciable difference when compared to a new clean panel.

4.13.6 SOLVENT RESISTANCE

1. Finished license plate test panel (as described below) must be sufficiently solvent resistant to withstand exposure to Varnish Makers & Painters (VM&P) Naptha, mineral spirits, turpentine and other solvents commonly used on vehicle finishes in accordance with the test method described in this section without wrinkling, puckering or edge lifting.

2. Test panels must be 1 inch x 6 inch strips cut from license plate blanks. Strips of the license plate must be exposed as follows: mineral spirits and turpentine - submerged in a container with 4 inches of solvent for ten (10) minutes.

3. Samples must be allowed to dry and be examined for any wrinkling, puckering, blistering, or edge lifting. Failure of samples must be cause for rejections.

4.13.7 TEMPORARY WATER REPELLENT SURFACE COATING

To check for temporary water repellent surface coatings, a test panel must be exposed for one hundred and fifty (150) hours to Twin Arc Weathering per ASTM G23-69 Type D. Following exposure, the panel must be washed in 5% Hydrochloric (HCL) solution for 45 seconds, rinsed thoroughly with water, dried with a soft clean cloth, and brought to equilibrium at seventy two (72) degrees Fahrenheit plus/minus five (5) degrees Fahrenheit and 50% plus/minus 5% R.H. The panel then must be measured for Coefficient of Retro Reflection and must maintain not less than 90% of the specified dry and wet minimum values in Sections 4.14.2 and 4.14.3. The panel must show no appreciable discoloration, cracking, crazing, blistering, lifting or dimensional change. The surface must remain receptive to direct application of a sample validation sticker with pressure sensitive adhesives, and must be able to maintain its panel position for one (1) year.

4.13.8 ACCELERATED OUTDOOR WEATHERING

The sheeting will last for a minimum of a five (5) year period. The license plate must retain at least 80% of the minimum Coefficient of Retro Reflection specified in Section 4.14.1 when measured at 0.2 degree observation and -4 degree entrance angles and must exhibit no crazing, cracking, peeling, loss of the message coating or significant change in color of the message coating or other evidence of degradation.
4.14 TEST PANELS AND QUALITY CONFORMANCE

4.14.1 TEST PANELS

Finished plate test panels 6” x 12” must be provided for testing and evaluation within ten (10) calendar days if required by the Department, and must be assembled of the same materials, on the same equipment and by the same general processes of substrate preparation as the production plates, in accordance with the sheeting manufacturer’s recommendations. Test panels must be provided with variable information as required by the Department.

4.14.2 QUALITY CONFORMANCE

Failure of the reflective sheeting to meet any requirement specified herein must be cause for refusal to accept materials until evidence has been provided by the Awarded Contractor that corrective action has been taken to eliminate deficiencies. Should latent defects be discovered after delivery has been accepted, the Department reserves the right to reject delivery, require replacement or cancel the Contract and charge the Awarded Contractor for any expense to the State incurred by the cancellation of the Contract and procurement of satisfactory replacement material.

4.15 ACCOUNTABILITY

The Awarded Contractor must be accountable for all sheeting from the place of printing to the point of delivery and every step in between. This includes, but is not limited to the ordering; sheeting printing; assembly and delivery of license plates. All over-run materials remaining in the manufacturer’s possession after discontinuation of any design or the Contract’s cancellation, must be destroyed in accordance with any applicable Federal or State laws and must not be used for any other purpose.

4.16 PROCESSING

The reflective sheeting processing must be in accordance with the recommendations of the sheeting manufacturer. All processing procedures for reflective material, thermal transfer ribbons and clear protective laminate must be compatible, or made compatible at the Awarded Contractor’s expense, with equipment and procedures currently employed by the state.

4.17 PERFORMANCE LIFE & WARRANTIES

4.17.1 PERFORMANCE LIFE

Florida has a ten (10) year license plate replacement cycle. Reflective sheeting applied and processed into finished license plates according to the sheeting manufacturer’s instruction must be considered to perform effectively for the service life specified by the manufacturer’s data sheet. (excluding those plates showing mechanical damage) if:

1. The plates show no fading, cracking, blistering or peeling which significantly impair the intended visibility or legibility of the plate up to a period of five (5) years if

2. The clean rear plate retains at least five (5) candlepower per foot-candle per plate (0.46 candelas per lux per plate) for the warranty period of the plate, up to a period of five years. Measurements must be taken in clean, unprinted areas of rear plates.

Measurements must be conducted at 0.2 observation angle and -4 entrance angle. Coefficient of Luminous Intensity must be measured using the test method outlined in ASTM E-810 except that the Coefficient of Luminous Intensity must be determined in accordance with ASTM E-808-01 Para. 3.2.2 and ASTM E-809-02 Para. 12.3.
The Awarded Contractor must be responsible for all replacement costs. Reimbursement to the Department must be in dollars and/or materials equal to the assessed damage, at the Department's discretion.

4.17.2 WARRANTY PROVISIONS

The sheeting must be imaged or marked so as to be traceable to the specific manufacturer’s production run numbers from which the material originated. If at any time during the specified performance life of the reflective material provided, a one half of one percent (0.5%) sample of clean rear plates assembled from a given production run (identified by the integral warranty mark) reveals that ten (10) percent or more of that sample are found to be defective in visual or brightness performance requirements as defined in this ITN, the Contractor must be responsible for replacement of all plates assembled from that specific lot of material.

The image must be sized to assure effective identification on the license plates and must be of a design mutually agreed upon by the Department and the sheeting manufacturer. The manufacturer may vary the number, design and placement of the image for motorcycle or smaller license plate sizes.

The image or mark must be verifiable on a license plate once properly affixed to the vehicle’s designated mounting area, from an approximate head-on distance of six (6) feet; warranty marks must not be observable at two (2) feet or twenty (20) feet or when the viewer steps to one side from the head-on viewing position so as not to compete or conflict with vital plate information.

The warranty image or mark must be verifiable under both ambient light and retro-reflected light at night, must not interfere or conflict with the plate design or aesthetics, and must not alter sheeting colors or reduce sheeting brightness below specified levels.

4.18 DIGITAL LICENSE PLATE SAMPLES

The Department is requiring a sample(s) of the finished product.

A sample may be held by the Department during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries.

When an approved sample exceeds the minimum specifications, all product delivered under the Contract must be of the same enhanced quality and identity as the sample. Thereafter, in the event of the Awarded Contractor’s default, the Department may procure a Product substantially equal to the enhanced sample from other sources, charging the Awarded Contractor for any additional costs incurred.

4.18.1 CONFORMANCE WITH SAMPLE(S)

Submission of a sample (whether or not such sample is tested by, or for, the Department) and approval thereof does not relieve the Awarded Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the State the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the bid specifications. If an award has been made, the State may cancel the contract at the expense of the Awarded Contractor.

4.19 TESTING

All materials necessary for production of a license plate are subject to tests in the manner and place designated by the Department, prior to the Contract award. Unless otherwise stated in the ITN Specifications, all materials consumed or rendered useless by testing will not be returned. Testing costs for samples that fail to meet Contract requirements must be at the expense of the Awarded Contractor.
Contractor. The testing process is not complete until the Department gives approval of the final testing results.

4.20 ACCEPTANCE TESTING

After installation and configuration of any new or replacement hardware or software, and all interfaces used to produce license plates and registration cards, the Awarded Contractor must agree to work with the Department to properly test and validate the performance of the system. The Awarded Contractor must describe their testing plan and testing process for Department approval of the systems and interfaces to be used, and must validate printing and assembly processes with the Department. Acceptance testing will not be complete until the Department (including both the Division of Motorist Services and the Information Systems Administration) approves.

At the Departments discretion, the Awarded Contractor may be required to participate in the Departments System Architecture Review process.

4.21 REGISTRATION CERTIFICATE SPECIFICATIONS

4.21.1 DECAL AND CARRIER STOCK

If the Prospective Contractor chooses not to utilize the Department's registration certificate solution, the Prospective Contractor must follow these guidelines.

The placement of the decal on the carrier stock is a mandatory requirement as is the size of the decal and the size of the carrier stock. Any alignment markers on the carrier sheets used by the Awarded Contractor for alignment will be acceptable if those markers do not impact anything printed on the decal and/or registration. The method of placing and affixing the decal to the carrier stock is not specified by the Department. For this aspect of the decal solution, the Department is seeking best industry practices and industry experience in the Prospective Contractor responses to this solicitation.

The Department is seeking ways to enhance the usefulness of the decal for law enforcement purposes as specified in Section 4.22.2 “Decal”.

4.21.2 DECAL

The registration decal must be 1.50 inches wide by 1.125 inches tall and yellow in color.

A single decal must be attached to a single piece of carrier sheet stock in a manner that allows the decal to be easily removed from the carrier stock and placed on a license plate after the decal has been printed. When removing the decal from the carrier stock the decal must not tear, stretch or otherwise become unusable for affixing to the license plate.

All decals proposed must be treated with retroreflective materials.

As industry experts, please indicate which carrier stock would be the most viable option for use by the Department. However, any proposed carrier stock solution should not include any special glossing, embossing or pre-printed text.

4.22 REGISTRATION CERTIFICATE QUALITY ASSURANCE

The quality of the decal must be maintained at or above the quality level at which this contract was awarded. A semi-annual test by an independent laboratory as provided by Section 4.6 may be requested by the Department at the contractor's expense to ensure quality.

All costs associated with the replacement of defective or unusable decals at any time during the contract
period must be borne by the Contractor. Any remedy required for defective decals must be made within thirty (30) days after written notice from the Department. The contractor must warrant their decals against fading for a period of twenty-seven (27) months after placement on the license plate. The Contractor must provide a Quality Control Plan that details their defect detection and/or replacement process. The Quality Control Plan must detail the Contractor’s method of detecting defects and the method that will be used to correct those defects and replace any defective inventory. A semi-annual report must be submitted to the Department which details the Awarded Contractor’s adherence to the Quality Control Plan.

4.22.1 QUALITY ASSURANCE TESTING

The Department may submit samples of the decals to an independent testing laboratory of its choosing for testing of requirements A – D (listed below). The Department will conduct the testing for requirement E (Listed below). Up to $3,000.00 of the cost of the testing will be paid by the Awarded Contractor. The Department may conduct semi-annual testing as described below at its discretion and the awarded contractor must pay up to $3,000.00 of the costs of the Quality Assurance testing during the term of the contract.

Testing Details:

Decals will be tested as follows:

A. **Retroreflective Characteristics**
   Test Method: ASTM E810
   Decal Type: Unprinted

   Decals are to be applied to an aluminum panel such that panel's long axis is vertical with labels in normal position. The panel should be blackened prior to application to prevent stray reflection due to gaps between decals.

B. **Diffuse Daytime Color for Lemon Yellow**
   Testing Method: ASTM E308, E1347, E1349, E91, E164 (Illuminant D65, 2 Degree Observer, 45°/0 Geometry)
   Decal Type: Unprinted

   A decal sample is to be used to measure decal color.

1. **Adhesive**
   Test Method: Departmental Specified
   Decal Type: Printed

   The decals will be tested to assure that they will adhere to the plates for at least twenty seven (27) months. The purpose of the test will be to assure that the decals will not fall off of the plates, not that they cannot be removed intact as a result of tampering.

2. **Cleanability**
   Test Method: Departmental Specified
   Decal Type: Printed

   Test Method: Sample decals are to be mounted to an aluminum panel. Cleanability will be testing using all of the following:
   - Greased Lighting
   - Simple Green
   - Bug and Tar Remover
   - Windex
- Salt Water
- Bleach Cleaner
- Laundry Soap
- 70% Isopropyl Alcohol
- Turtle Wax Car Wash
- Formula 409

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

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

4.23 REGISTRATION CERTIFICATE DEMONSTRATION SAMPLE TESTING

All Prospective Contractors selected to move on to the Demonstration /Negotiation portion of this ITN must bring a minimum of fifty (50) samples of decal stock attached to carrier sheets according to the specifications listed in Sections 4.22.1 and 4.22.2. Testing will consist of the following:

1. Separation of decal from carrier stock
2. Adherence to license plate
3. Overall appearance

The samples must have the decal characteristics as described in Sections 4.22.1 and 4.22.2 or the Prospective Contractor’s proposal may be considered non-responsive.

4.24 DESIGNATED PERSONNEL

Awarded Contractor must designate a Service Coordinator to handle coordination of all service calls between Department staff, contractor, and end user personnel. This individual must have an in-depth working knowledge of the system being proposed.

Awarded Contractor must designate a Project Manager from beginning of project until all new systems are installed and fully operational.

Awarded Contractor must designate a Technical Representative who will assist Department staff with technical questions and will provide system operation and problem determination and resolution training for Department staff. The Technical representative must have:

a. an in-depth knowledge of applicable equipment and troubleshooting techniques,
b. a thorough knowledge of hardware configuration and network connectivity,
c. experience installing and configuring hardware
d. experience in deploying workstations and servers.

The Department must designate a Project Manager and a backup project manager from the beginning of project until all new systems are installed and fully operational.

The Awarded Contractor will ensure that backup personnel are kept up to date with the project so that backup personnel can fill in if the primary personnel are not available.

All contract personnel must be highly skilled and have previous experience in the area of expertise they are assigned.

Awarded Contractor personnel assigned to the project may not be reassigned by the Awarded Contractor to other projects without the written approval of the Department. Prospective Contractor personnel assigned to the project may not be reassigned by the Department to other projects without the written approval of the Awarded Contractor.
Awarded Contractor personnel assigned to the project must generally work eight (8) hours each day, Monday through Friday. Actual hours of work each day must be determined by the Department’s project manager and the Awarded Contractor to ensure Awarded Contractor personnel are on duty during the designated work time, usually from 8:00 a.m. to 5:00 p.m. As necessary, and determined by the Department, Awarded Contractor personnel may be required to work at night or on weekends to resolve problems severely affecting one or more steps within the project, or to implement the project within the time period required by the Department. Such work at night or on weekends must not be the routine method of operation.

If, in the Department’s sole opinion, Awarded Contractor personnel assigned to project do not exhibit the knowledge, skills, abilities, and other qualities necessary to ensure timely and successful completion of the projects, the Awarded Contractor must replace the individual(s) with a more qualified individual(s) within one month from receipt of such notification by the Department. Should the Awarded Contractor wish to change the employees named in their proposal the Department must approve the proposed replacements.

Vacation time due Awarded Contractor personnel assigned to the project must be coordinated with the designated Department employee. Awarded Contractor must work with the Department regarding scheduling of vacation time for contracted employees and must make all reasonable efforts to comply with the Department’s requirements.

4.25 SOFTWARE LICENSES/SERVICES AGREEMENT

All commercial off the shelf proprietary software acquired as a result of this negotiation will be furnished under the terms and conditions of the appropriate proposer’s standard software licensing contract, subject to requirements of Florida Statutes.

4.26 ADDITIONAL SYSTEM REQUIREMENTS

The Department, at its discretion, may upon sixty (60) days written notice require that the Awarded Contractor provide additional complete systems or components to satisfy its operational needs. This could be in addition to the number of systems specified in this solicitation. Systems must be offered at the original proposal price or current state government pricing, or at a negotiated price, whichever is lower. In addition, the Department reserves the right to move any and all equipment from one location to another in order to meet its operational requirements. The Awarded Contractor will be notified in writing, at least sixty (60) days prior to any changes required. During the term of the contract, additional offices may be added or existing offices closed.

4.27 QUALITY CONTROL

The Prospective Contractor must provide a detailed quality control plan and discuss any additional but related services.

4.28 TRAINING

The Prospective Contractor must provide a detailed training plan to include method, length, and scope of training and a course description of the topics covered. All training will take place in Tallahassee, Florida at the Neil Kirkman Building or at a mutually agreed upon site. All costs of this training must be the responsibility of the Awarded Contractor. Qualified and experienced instructors must lead training courses. Instructors must be thoroughly familiar with topics appropriate to the subject. Local sales and/or maintenance personnel are not considered appropriate for this task.

4.29 FUTURE IMPROVEMENTS

The Department may consider and negotiate improvement options during the term of the contract.

4.30 AUDIT ABILITY

The Prospective Contractor’s solution must offer comprehensive audit and reporting capabilities to include the reconciliation of inventory to each transaction. The Prospective Contractor should fully describe how their solution accomplishes the requirements in each section below.
The solution must be able to accomplish the following:

1. Provide confirmation that bulk shipments are shipped to the correct location.
2. Provide confirmation that the correct license plate is paired with the correct registration certificate.
3. Provide confirmation that the correct number and type of license plate(s) are shipped to the customer.
4. The Registration Fulfillment/Inventory System must be accessible to specified / authorized Department officials, via the internet, for the purposes of Department audits.

For financial-related inventory audits the Prospective Contractor will provide a demonstration of all required capabilities to include, but not limited to:

1. Method for a Registration Fulfillment System displaying records confirming license plates and registration certificates are shipped to the correct customer/location.
2. Method for audit of Inventory System linking customer to license plate and registration certificate.
3. Method for audit of Inventory System linking bulk shipments to office locations.
4. Format and information included within monthly electronic invoice to the Department.

4.31 PAYMENT

The Awarded Contractor will invoice the Department monthly in arrears, based on the number of license plates and registration cards mailed / shipped to customers and in bulk to Tax Collector Offices and the Department. Invoice format must be pre-approved and fully reconcilable to Department and Vendor Inventory records in relation to transaction data. The Department will pay per transaction for individual and bulk items after they leave the fulfillment center, and the Department will pay for each plate delivered to the customer. These are described in more detail below.

4.31.1 PRICE PER PLATE PAIR

The Department will pay the Awarded Contractor monthly in arrears for each license plate pair that is assembled and directly mailed to a customer. This price will be fully burdened and should include all items and costs associated with license plate manufacturing and distribution. This includes, but is not limited to, all required hardware, software, a digital license plate printer, the applicator, blanking line, envelopes, shrink wrap equipment, bar code readers, shipping costs, all consumables (license plate sheeting, aluminum, ribbons, ink, etc.), and all software integration services.

4.31.2 PRICE PER REGISTRATION CERTIFICATE

The Department will pay the Awarded Contractor monthly for each registration renewal certificate not paired with a license plate that is assembled and directly mailed to a customer. This includes motor vehicle, mobile home and vessel registrations. This price will be fully burdened and should include all items and costs associated with registration certificate printing and mailing.

4.32 Florida Based Fulfillment Center

Bonus points will be given to Prospective Contractors that create a business relationship with Prison Rehabilitative and Industries Diversified Enterprises, Inc. (PRIDE) or who locate their fulfillment center in Florida.

Please describe in detail how you will comply with the requirements for receiving bonus points.
5.0 INSTRUCTIONS FOR PREPARING STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED

5.1 TWO STAGE PROCESS
This solicitation includes a two-stage process of contractor selection. In the first stage, each interested contractor is to submit a “Statement of Qualifications and Services Offered,” (SQSO) by the date and time set forth in the Calendar of Events. Following the negotiation process, respondents will submit firm, final written offers (Best and Final Offers, or BAFO’s) by the date and time set forth in the Calendar of Events.

5.2 LABELING
The face of the envelope or other container containing the SQSO must be labeled as specified in Section 1.44 of this solicitation.

5.3 COPIES OF PROPOSALS
Respondents must deliver an original and five copies of the Statement of Qualifications and Services Offered, and a CD with an electronic copy (must be in Microsoft Word) to the Department as specified in the Calendar of Events (Section 2.1) of this solicitation.

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

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

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

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

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

5.8.1 TRANSMITTAL LETTER
Identify the SQSO as “SQSO to the State of Florida Department of Highway Safety and Motor Vehicles, for the (Production and Distribution of License Plates and Registration Certificates).” Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the SQSO. The letter must clearly indicate that the person signing the SQSO is authorized to bind the respondent. The letter must identify any and all joint proposing firms and/or subcontractors.
5.8.2  INVITATION TO NEGOTIATE COVER SHEET

This form (page 1) must be properly completed and signed by the authorized representative of the responding firm.

5.8.3  EXECUTIVE SUMMARY

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

5.8.4  PROJECT ORGANIZATION AND PLAN

Provide the following information:

a.  Provide an organizational chart for the project. The chart must identify all project team members by name and their responsibilities. This section must also include a resume, not to exceed one page in length, of all professional staff assigned to the project. Resumes should include name, education, programming experience, information technology experience, and related experience.

b.  Submit a detailed and specific work plan that provides for a phased-in statewide implementation of all proposed sites by the dates specified in the Section 2.1 "Calendar of Events". Define phases, milestones, activities, tasks, task duration, deliverables, and task dependencies. Any requirements for implementation for Department personnel must be clearly stated in the project plan.

5.8.5  CUSTOMER REFERENCES

The Department is interested in the contractor's performance and responsibility in projects such as this system. Include two references of successful installations with operation of products or services comparable to those proposed for this system. Respondent must provide customer's name, point of contact, telephone number, contract beginning and ending dates, and an explanation as to the relevance or similarity to this project. Adverse or unverifiable reference may cause the proposal to be rejected by the Department.

5.8.6  SYSTEM REQUIREMENTS

Respondent must address all subsections listed under Sections 3 and 4. Respondent must label each subsection in Sections 3 and 4 of the proposal with the name and number of the corresponding section and address each requirement in that section.

5.8.7  SYSTEM DESCRIPTION

Fully describe all products and services to be supplied, including all features and functions.

5.8.8  MAINTENANCE AND ENHANCEMENTS

Address plans for maintaining and enhancing the system during the balance of the contract term following installation and startup. Address any renewal periods as well.

5.8.9  SMALL BUSINESS ENTERPRISE PARTICIPATION

The Department of Highway Safety and Motor Vehicles wishes to encourage award of the Contract, or subcontracting of portions of the Contract to, or purchase of goods and services from, State of Florida Small Business Enterprises (SBEs). Each Respondent must state whether or not they are an SBE, and if not, what percentage of the total Contract price will be spent with SBE firms who will be supplying them. The SBE participation claimed in the technical proposal must be substantiated in the price proposal. NOTE: Not all minority business enterprises are presently certified by the State of Florida. However, only certified minority business enterprises (SBEs) will be considered in evaluating this portion of a Respondent's proposal. A directory of SBEs is available for review on the Office of Supplier Diversity web page at
Respondents may also obtain information on SBEs by contacting:

Office of Supplier Diversity  
4050 Esplanade Way, Suite 380  
Tallahassee, Florida 32399-0950  
Telephone (850) 487-0915  
Fax: (850) 922-6852

5.8.10 PRICE PROPOSAL

Prospective Contractors must submit price proposals with their SQSO response. Price will not be scored during the SQSO evaluation. The evaluation team will receive the price proposals after the SQSO evaluation but prior to the Negotiation/Demonstration phase.

PROSPECTIVE CONTRACTORS THAT DO NOT SUBMIT PRICE PROPOSALS WITH THEIR SQSO RESPONSE WILL BE NON-RESPONSIVE.

5.8.11 DIGITAL LICENSE PLATE AND REGISTRATION CERTIFICATE SAMPLES: Prospective Contractors are required to submit both a digital license plate and registration certificate sample with their SQSO response.

PROSPECTIVE CONTRACTORS THAT DO NOT SUBMIT SAMPLES WITH THEIR SQSO RESPONSE WILL BE NON-RESPONSIVE.
6.0 EVALUATION OF SQSO

6.1 STATEMENT OF QUALIFICATIONS AND SERVICES OFFERED:
(Maximum 265 points) Additionally Prospective Contractors have the ability to earn five (5) additional points as listed below.

The Department will appoint an Evaluation Committee. The committee must complete the evaluation of all valid SQSO’s, in accordance with the criteria set forth in this section.

6.2 EXECUTIVE SUMMARY: (pass/fail) (ref. to 5.8.3)

6.3 PROJECT ORGANIZATION AND PLAN: (15 points, ref. to 5.8.4)

6.4 PRODUCTION PLAN: (125 points, ref. to 4.1, 4.8 and 4.10)

   a. License Plate and Registration Certificate Production (75 points, ref. to 4.1)
   b. Customer Service and Account Management (25 points, ref. to 4.8)
   c. License Plate Security Features (25 points, ref. to 4.10)

6.5 DISTRIBUTION PLAN: (maximum 50 points, ref. 4.2 and 4.5)

6.6 INVENTORY AND ORDER MANAGEMENT: (maximum 25 points, ref. 4.3)

6.7 DATA MANAGEMENT AND INTEGRITY/SECURITY: (pass/fail, ref. 4.7)

6.8 MANAGEMENT REPORTING: (maximum 25 points, ref. 4.4)

6.9 DESIGNATED PERSONNEL: (maximum 10 points, ref. 4.25)

6.10 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE: (maximum 10 points, ref. 4.6)

6.11 TRAINING: (maximum 5 points, ref. 4.29)

6.12 DISASTER RECOVERY: (pass/fail, ref. 4.9)

6.13 FLORIDA BASED FULFILLMENT CENTER: (MAXIMUM BONUS 5 points, ref. 4.32)

6.14 FUTURE IMPROVEMENTS: (pass/fail, ref. 4.30)

6.15 CRITERIA FOR SCORING SQSO SECTIONS:

   Excellent response: 90 to 100% of the maximum score.
   Good response: 80 to 89% of the maximum score.
   Fair response: 70 to 79% of the maximum score.
   Poor response: 0 to 69% of the maximum score.

   Rounding will be to the nearest tenth of a point.

   In determining whether a response is excellent, good, fair or poor a reviewer may use a combination of an “absolute” approach and a “comparative” approach. Example: If two firms are competing on the basis of relevant experience, and one has 15 years experience while the other has 16, the reviewer may score both as excellent, with the same number of points, because 15 or 16 years is “absolutely” excellent. However, the reviewer might feel that 8 years versus 16 years represents a 90% “excellent” versus a 100% “excellent.”

   NOTE: In any “Pass/Fail” section a failing score will result in the proposal being non-responsive as per Section 1.6 of this solicitation.
7.0 INSTRUCTIONS FOR PREPARING PROPOSALS

7.1 SUBMISSION

Respondents selected by the Evaluation Committee, to participate in negotiations, will submit complete initial technical and price proposals no later than the dates specified in the Calendar of Events. Following the negotiation process, respondents will submit firm, final written offers. Both the initial and final, firm written offers will follow this format. Respondents will use Microsoft Word to track changes made to original and subsequent technical proposals.

7.2 LABELING

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

7.3 COPIES OF PROPOSALS

Respondents must deliver an original and five copies, plus a CD with an electronic copy of both the technical proposal and the price proposal to the Department as specified in the Calendar of Events (Section 2.1) of this solicitation. Electronic technical proposal must be in Microsoft Word and the price proposal must be in Microsoft Excel.

7.4 DOCUMENT DELIVERY

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

7.5 INSPECTION OR EXAMINATION OF PROPOSALS

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

7.6 WITHDRAWAL OF PROPOSAL

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

7.7 EXECUTION OF PROPOSALS

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

7.8 PROPOSAL FORMAT

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

7.8.1 TRANSMITTAL LETTER

Identify the proposal as “Proposal to the State of Florida Department of Highway Safety and Motor Vehicles, for the Production and Distribution of License Plates and Registration Certificates.” Identify the firm, its address, telephone number and the name and title of the authorized representative submitting the proposal. The letter must clearly indicate that the person signing the proposal is authorized to bind the
respondent. The letter must identify any and all joint proposing firms and/or subcontractors. The letter must also identify any changes from the Statement of Qualifications and Services Offered.

7.8.2 EXECUTIVE SUMMARY

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

7.8.3 PROJECT ORGANIZATION AND PLAN

Provide the following information:

a. Provide an organizational chart for the project. The chart must identify all project team members by name and their responsibilities. This section must also include a resume, not to exceed one page in length, of all professional staff assigned to the project. Resumes should include name, education, programming experience, data processing experience, and related experience.

b. Submit a detailed and specific work plan that provides for a phased-in statewide implementation of all proposed sites by the dates specified in the Section 2.1 “Calendar of Events”. Define phases, milestones, activities, tasks, task duration, deliverables, and task dependencies. Any requirements for implementation for Department personnel must be clearly stated in the project plan.

7.8.4 SYSTEM REQUIREMENTS

Respondents must address all subsections listed under Sections 3 and 4. Respondent must label each subsection of the proposal with the name and number of the corresponding section and address each requirement in that section.

7.8.5 PRICE PROPOSAL FORMAT

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

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

7.8.6 PROPOSAL BOND

Include the proposal bond referenced in Section 2.3 with the price proposal.
8.0 EVALUATION OF PROPOSALS

8.1 TECHNICAL PROPOSAL: (maximum 445 points) Additionally Prospective Contractors have the ability to earn five (5) additional points as listed below.

The Department will appoint an Evaluation Committee. The committee must complete the evaluation of all valid proposals, in accordance with the criteria set forth in this section. Award will be to the highest scoring proposal, considering the technical proposal scoring and all costs for the ten (10) year contract period, evaluated as described in Section 8.16 of this solicitation.

8.2 EXECUTIVE SUMMARY: (0 points, pass/fail) (ref. to 7.8.2)

8.3 SYSTEM DEMONSTRATION: (maximum 30 points ref. to 2.20)
   a. Production Process Overview (maximum 10 points, ref. to 4.1)
   b. Features and Ease of Use of the Inventory and Reporting Capabilities. (maximum 10 points, ref. to 4.3 and 4.4)
   c. Overall Appearance and Quality of License Plates (maximum 5 points, ref. to 2.20 and 4.10)
   d. Overall Appearance and Quality of Registration Certificates (maximum 5 points, ref. to 2.20 and 4.22)

8.4 PROJECT ORGANIZATION AND PLAN: (maximum 15 points, ref. to 5.8.4)

8.5 PRODUCTION PLAN: (maximum 125 points, ref. to 4.1, 4.8 and 4.10)
   a. License Plate and Registration Certificate Production (maximum 75 points, ref. to 4.1)
   b. Customer Service and Account Management (maximum 25 points, ref. to 4.8)
   c. License Plate Security Features (maximum 25 points, ref. to 4.10)

8.6 DISTRIBUTION PLAN: (maximum 50 points, ref. 4.2 and 4.5)

8.7 INVENTORY AND ORDER MANAGEMENT: (maximum 25 points, ref. 4.3)

8.8 DATA MANAGEMENT AND INTEGRITY/SECURITY: (pass/fail, ref. 4.7)

8.9 MANAGEMENT REPORTING: (maximum 25 points, ref. 4.4)

8.10 DESIGNATED PERSONNEL: (maximum 10 points, ref. 4.25)

8.11 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE: (maximum 10 points, ref. 4.6)

8.12 TRAINING: (maximum 5 points, ref. 4.29)

8.13 DISASTER RECOVERY: (pass/fail, ref. 4.9)

8.14 FLORIDA BASED FULFILLMENT CENTER: (MAXIMUM BONUS 5 points, ref. 4.32)

8.15 FUTURE IMPROVEMENTS: (PASS/FAIL, Ref.4.29)

8.16 PRICE PROPOSAL: (maximum 150 points) The lowest cost proposal will be awarded 150 points. Lowest total cost (LC) divided by proposal being considered (PC) times maximum points score (150) equals points awarded.

Formula: LC/PC X 150=Score.

No points are allocated to prices on the Supplemental Cost Sheet.

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

8.18 CRITERIA FOR AWARDING POINTS TO TECHNICAL PROPOSAL SECTIONS:

EXCELLENT RESPONSE: 90 TO 100% OF THE MAXIMUM SCORE.
GOOD RESPONSE: 80 TO 89% OF THE MAXIMUM SCORE.
FAIR RESPONSE: 70 TO 79% OF THE MAXIMUM SCORE.
POOR RESPONSE: 0 TO 69% OF THE MAXIMUM SCORE.

Rounding will be to the nearest tenth of a point.

NOTE: In any “Pass/Fail” section a failing score will result in the proposal being non-responsive as per Section 1.6 of this solicitation.
### TABLE 1 – OPTION 1
**DIGITAL LICENSE PLATE UNIT COST**

<table>
<thead>
<tr>
<th>NON-SPECIALTY (Up to 3 Color Spectrum)</th>
<th>Manufacturing Cost per Digital License Plate Pair</th>
<th>Mail to Customer ITEM A.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Manufacturing Cost per Digital License Plate Pair</td>
<td>Bulk Shipping to County ITEM B.</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL DIGITAL LICENSE PLATE PAIR UNIT COST**

<table>
<thead>
<tr>
<th>SPECIALTY (Up to 4 Color Spectrum)</th>
<th>Manufacturing Cost per Digital License Plate Pair</th>
<th>Mail to Customer ITEM C.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Manufacturing Cost per Digital License Plate Pair</td>
<td>Bulk Shipping to County ITEM D.</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL DIGITAL LICENSE PLATE UNIT COST**

* The above total prices shall include all labor, equipment, materials and shipping cost to provide Florida License Plates which meet the description and requirements specified within this ITN. Pursuant to s. 320.031(2), Florida Statutes (F.S.), a mail service charge may be collected for each registration certificate, license plate, mobile home sticker, and validation sticker mailed by the Department or any Tax Collector. Each registration certificate, license plate, mobile home sticker, and validation sticker shall be mailed by first-class mail unless otherwise requested by the applicant. The amount of the mail service charge shall be the actual postage required, rounded to the nearest 5 cents, plus a 25-cent handling charge. The mail service charge is in addition to the service charge provided by s. 320.04, F.S.

---

**RESPONDENT NAME:**

**AUTHORIZED SIGNATURE:**

**TITLE:**

---

DHS MV ITN 007-13, Page 60 of 82
### TABLE 2 – OPTION 1
**DECAL/REGISTRATION CERTIFICATE PRICING**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>MAIL TO CUSTOMER</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.</td>
<td>DECAL/REGISTRATION</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*The above price shall include all labor, equipment and materials to print and mail the Decal/Registration Certificate which meets the description and requirements specified within this ITN.

#### GRAND TOTAL BID PRICE:

The Grand Total Bid Price will be determined by adding Items A-E together (A+B+C+D+E).

### TABLE 3 – OPTION 1
**GRAND TOTAL BID PRICE**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TABLE 1 UNIT COST</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>NON-SPECIALTY (Up to 3 Color Spectrum) DIGITAL LICENSE PLATE PAIR</td>
<td>$</td>
<td>X 3,010,608</td>
<td>$</td>
</tr>
<tr>
<td>B.</td>
<td>NON-SPECIALTY (Up to 3 Color Spectrum) DIGITAL LICENSE PLATE</td>
<td>$</td>
<td>X 34,831,523</td>
<td>$</td>
</tr>
<tr>
<td>C.</td>
<td>SPECIALTY (Up to 4 Color Spectrum) DIGITAL LICENSE PLATE PAIR</td>
<td>$</td>
<td>X 280,411</td>
<td>$</td>
</tr>
<tr>
<td>D.</td>
<td>SPECIALTY (Up to 4 Color Spectrum) DIGITAL LICENSE PLATE</td>
<td>$</td>
<td>X 1,121,644</td>
<td>$</td>
</tr>
<tr>
<td>E.</td>
<td>DECAL/REGISTRATION CERTIFICATE</td>
<td>$</td>
<td>X 31,579,049</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL BID PRICE (Items A-E):**

$
TABLE 1 – OPTION 2
DIGITAL LICENSE PLATE UNIT COST

<table>
<thead>
<tr>
<th>NON-SPECIALTY (Up to 3 Color Spectrum)</th>
<th>Manufacturing Cost per Digital License Plate Pair</th>
<th>Mail to Customer</th>
<th>TOTAL DIGITAL LICENSE PLATE PAIR UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>**$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIALTY (Up to 4 Color Spectrum)</th>
<th>Manufacturing Cost per Digital License Plate Pair</th>
<th>Mail to Customer</th>
<th>TOTAL DIGITAL LICENSE PLATE UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>**$</td>
</tr>
</tbody>
</table>

* The above total prices shall include all labor, equipment, materials and shipping cost to provide Florida License Plates which meet the description and requirements specified within this ITN. Pursuant to s. 320.031(2), Florida Statutes (F.S.), a mail service charge may be collected for each registration certificate, license plate, mobile home sticker, and validation sticker mailed by the Department or any Tax Collector. Each registration certificate, license plate, mobile home sticker, and validation sticker shall be mailed by first-class mail unless otherwise requested by the applicant. The amount of the mail service charge shall be the actual postage required, rounded to the nearest 5 cents, plus a 25-cent handling charge. The mail service charge is in addition to the service charge provided by s. 320.04, F.S.

RESPONDENT NAME:  

AUTHORIZED SIGNATURE:  

TITLE:  

DHS MV ITN 007-13, Page 62 of 82
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TABLE 1 UNIT COST</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>NON-SPECIALTY (Up to 3 Color Spectrum) DIGITAL LICENSE PLATE PAIR</td>
<td>$</td>
<td>X 3,010,608</td>
<td>$</td>
</tr>
<tr>
<td>B.</td>
<td>NON-SPECIALTY (Up to 3 Color Spectrum) DIGITAL LICENSE PLATE</td>
<td>$</td>
<td>X 34,831,523</td>
<td>$</td>
</tr>
<tr>
<td>C.</td>
<td>SPECIALTY (Up to 4 Color Spectrum) DIGITAL LICENSE PLATE PAIR</td>
<td>$</td>
<td>X 280,411</td>
<td>$</td>
</tr>
<tr>
<td>D.</td>
<td>SPECIALTY (Up to 4 Color Spectrum) DIGITAL LICENSE PLATE</td>
<td>$</td>
<td>X 1,121,644</td>
<td>$</td>
</tr>
<tr>
<td>E.</td>
<td>DECAL/REGISTRATION CERTIFICATE</td>
<td>$</td>
<td>X 31,579,049</td>
<td>$</td>
</tr>
</tbody>
</table>

GRAND TOTAL BID PRICE (Items A-E): $
### TABLE 1 – OPTION 3

**DIGITAL LICENSE PLATE UNIT COST**

<table>
<thead>
<tr>
<th>NON-SPECIALTY (Up to 3 Color Spectrum)</th>
<th>Manufacturing Cost per Digital License Plate Pair</th>
<th>Mail to Customer</th>
<th>ITEM A.</th>
<th>TOTAL DIGITAL LICENSE PLATE PAIR UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Manufacturing Cost per Digital License Plate</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Bulk Shipping to County</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIALTY (Up to 4 Color Spectrum)</th>
<th>Manufacturing Cost per Digital License Plate Pair</th>
<th>Mail to Customer</th>
<th>ITEM C.</th>
<th>TOTAL DIGITAL LICENSE PLATE PAIR UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Manufacturing Cost per Digital License Plate</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Bulk Shipping to County</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* The above total prices shall include all labor, equipment, materials and shipping cost to provide Florida License Plates which meet the description and requirements specified within this ITN. Pursuant to s. 320.031(2), Florida Statutes (F.S.), a mail service charge may be collected for each registration certificate, license plate, mobile home sticker, and validation sticker mailed by the Department or any Tax Collector. Each registration certificate, license plate, mobile home sticker, and validation sticker shall be mailed by first-class mail unless otherwise requested by the applicant. The amount of the mail service charge shall be the actual postage required, rounded to the nearest 5 cents, plus a 25-cent handling charge. The mail service charge is in addition to the service charge provided by s. 320.04, F.S.

**RESPONDENT NAME:**

**AUTHORIZED SIGNATURE:**

**TITLE:**
**DECAL/REGISTRATION CERTIFICATE PRICING**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>MAIL TO CUSTOMER</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.</td>
<td>DECAL/REGISTRATION CERTIFICATE</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*The above price shall include all labor, equipment and materials to print and mail the Decal/Registration Certificate which meets the description and requirements specified within this ITN.

**GRAND TOTAL BID PRICE:**

The Grand Total Bid Price will be determined by adding Items A-E together (A+B+C+D+E).

**TABLE 3 – OPTION 3 GRAND TOTAL BID PRICE**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TABLE 1 UNIT COST</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>NON-SPECIALTY (Up to 3 Color Spectrum) DIGITAL LICENSE PLATE PAIR</td>
<td>$</td>
<td>X 3,010,608</td>
<td>= $</td>
</tr>
<tr>
<td>B.</td>
<td>NON-SPECIALTY (Up to 3 Color Spectrum) DIGITAL LICENSE PLATE</td>
<td>$</td>
<td>X 34,831,523</td>
<td>= $</td>
</tr>
<tr>
<td>C.</td>
<td>SPECIALTY (Up to 4 Color Spectrum) DIGITAL LICENSE PLATE PAIR</td>
<td>$</td>
<td>X 280,411</td>
<td>= $</td>
</tr>
<tr>
<td>D.</td>
<td>SPECIALTY (Up to 4 Color Spectrum) DIGITAL LICENSE PLATE</td>
<td>$</td>
<td>X 1,121,644</td>
<td>= $</td>
</tr>
<tr>
<td>E.</td>
<td>DECAL/REGISTRATION CERTIFICATE</td>
<td>$</td>
<td>X 31,579,049</td>
<td>= $</td>
</tr>
</tbody>
</table>

**GRAND TOTAL BID PRICE (Items A-E):**

$
Table 4, Optional Digital License Plate Pricing, is for informational purposes only and will not be evaluated. The Department reserves the right to negotiate the Optional Digital License Plate Pricing at a later date.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>NON-SPECIALTY (BLACK &amp; WHITE):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing Cost per Digital Plate Pair for Contract Years 1-2</td>
<td>$</td>
</tr>
<tr>
<td>Manufacturing Cost per Digital Plate for Contract Years 3-10</td>
<td>$</td>
</tr>
<tr>
<td>Total:</td>
<td>*$</td>
</tr>
</tbody>
</table>

*The above total prices shall include all labor, equipment, and materials to provide Florida Digital License Plates which meet the description and requirements specified within this ITN.

NOTE: The Prospective Contractor must submit a price for each of the above options (Options 1-3) or THE RESPONSE WILL BE REJECTED. Table 4, Optional Digital License Plate Pricing, is not a mandatory option and therefore not required but encouraged.

(Prepare According to the Services or Commodities to be Acquired.)
ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

PUR 1000

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

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
10. Literature.
11. Transportation and Delivery.
12. Installation.
15. Invoicing and Payment.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
22. Termination for Convenience.
23. Termination for Cause.
25. Changes.
27. Purchase Order Duration.
29. Assignment.
30. Antitrust Assignment.
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. must apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

3. Product Version. Purchase orders must be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

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

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

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

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

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

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

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

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

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

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

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

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

12. **Installation.** Where installation is required, Contractor must be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list must clearly and separately identify any additional installation charges. All materials used in the installation must be of good quality and must be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor must protect the site from damage and must repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor must promptly restore the structure or site to its original condition. Contractor must perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work must be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage must remain with the Contractor. The Contractor must be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer must: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor must remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product must remain with the Contractor. Rejected product not removed by the Contractor within ten days must be deemed abandoned by the Contractor, and the Customer must have the right to dispose of it as its own property. Contractor must reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

Contractor must 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 must constitute grounds for declaring the Contractor in default and recovering repurchase costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES’ CONTRACTOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices must contain the Contract number, purchase order number if applicable, and the appropriate Contractor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State’s option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices must be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, OXML, or web-based invoice entry within the ASN.

Payment must be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer’s failure to pay, or delay in payment, must not constitute a breach of the Contract and must not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages. Any exceptions to this paragraph must be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor must immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers must ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor must not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State employee or officer’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer’s Inspector General, or other authorized State official, the Contractor must provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but must not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor must retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs must include, but must not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor must not be responsible for any costs of investigations that do not result in the Contractor’s suspension or debarment.
19. Indemnification. The Contractor must be fully liable for the actions of its agents, employees, partners, or subcontractors and must fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor must not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor must fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation must not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor must remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer must not be liable for any royalties.

The Contractor’s obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor must not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which must not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages must be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation must not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party must be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party must be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer must provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and must not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer must either (1) issue a notice authorizing resumption of work, at which time activity must resume, or (2) terminate the Contract or purchase order. Suspension of work must not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor must not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor must not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor must continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor must 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 must not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties must be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.
24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor must not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor must notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, must be asserted against the Customer. The Contractor must not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor must perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which must not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal must specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract’s term to be considered timely. The Contractor is obligated to fill those orders in accordance with the contract’s terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract’s term must be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services must be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract must apply to the single delivery/performance, and must survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules preceding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor’s notice to reflect the state term contract delivery schedule, or it must be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services must not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals must govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders must be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract must apply to the recurring delivery/performance as provided herein, and must survive the termination of the Contract.

Ordering offices must not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor must not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

29. Assignment. The Contractor must not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

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30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract must be decided by the Customer's designated contract manager, who must reduce the decision to writing and serve a copy on the Contractor. The decision must be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition must be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract must be the appropriate state court in Leon County, Florida; in any such action, Florida law must apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor must furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and must comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor must cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval must not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor must comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor must not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor must not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s or Customer’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor must take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph must survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State must take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense must provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor must provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor must not be interpreted as limiting the Contractor's liability under the Contract. All insurance policies must be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted Contractor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor must immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract must be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor must be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract must be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract must be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at [http://www.pridefl.com](http://www.pridefl.com).
41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract must be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract must be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions must govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations must be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, must be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer’s acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment must not constitute acceptance of the proposed modification to terms and conditions.

43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer must not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor’s use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract must not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor must any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. **Annual Appropriations.** The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which must be an original and all of which must constitute but one and the same instrument.

47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision must be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions must remain in full force and effect.
STATE OF FLORIDA PUR 1001: Note: State of Florida PUR 1001, General Instructions to Respondents, is hereby incorporated by reference to this solicitation and any ensuing contract. If conflicting terms between PUR 1001 and this solicitation should result, the terms and conditions contained within this solicitation must control.

General Instructions to Respondents

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. must apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
(d) "Response" means the material submitted by the respondent in answering the solicitation.
(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
   - an electronic signature on the response, generally,
   - an electronic signature on any form or section specifically calling for a signature, and
   - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, must have the order of precedence listed:
   - Technical Specifications,
   - Special Conditions and Instructions,
   - Instructions to Respondents (PUR 1001),
   - General Conditions (PUR 1000), and
   - Introductory Materials.

The Buyer objects to and must not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, must have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, must be grounds for rejecting a response.

5. Questions. Respondents must address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions must be answered in accordance with the Timeline. All questions submitted must be published and answered in a manner that all respondents will be able to view. Respondents must not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer must not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer’s contracting personnel. Questions to the Procurement Officer or to any Buyer personnel must not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.
6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents must disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents must also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. **Convicted Contractors.** A person or affiliate placed on the convicted Contractor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted Contractor list:
   - submitting a bid on a contract to provide any goods or services to a public entity;
   - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submitting bids on leases of real property to a public entity;
   - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
   - transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. **Discriminatory Contractors.** An entity or affiliate placed on the discriminatory Contractor list pursuant to section 287.134 of the Florida Statutes may not:
   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.

9. **Respondent’s Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent must submit with its response a written explanation of why it cannot do so).
   - The respondent is not currently under suspension or debarment by the State or any other governmental authority.
   - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
   - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
   - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
   - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
   - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
   - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
     - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
     - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
   - The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
   - If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
   - The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
   - The respondent must indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent’s preparation of its bid.
   - All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement must be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation must be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor must demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer must determine in its sole discretion whether a product is acceptable as an equivalent.
11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent must at all times during the Contract term remain responsive and responsible. In determining Respondent’s responsibility as a Contractor, the agency must consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent’s capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph must not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses must be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer must electronically post a notice of intended award at http://vbs.dms.state.fl.us/vbs/search.criteria_form. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer must post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision must file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer must not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses must remain firm and must not be withdrawn. If award is not made within sixty (60) days, the response must remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer’s sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State’s best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer must issue a notice of award, if any, to successful respondent(s), however, no contract must be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer must not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents must identify any products covered by this solicitation that are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law must clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation must be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer must not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents must be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: “Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, must constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: “Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond must constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

21. Limitation on Contractor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as or provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
IDENTICAL TIE BIDS - Preference must be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program must be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature: ____________________________________________
Printed Name: ____________________________________________________
Date: ___________________________________________________________
ATTACHMENT IV

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

SAVINGS/DISCOUNTS/PRICE REDUCTIONS

COMMODITY OR SERVICE: ____________________________________________________________

Respondent: Please furnish the prices offered compared to prices that would be paid without this competitive solicitation, total savings and percent discount.

Non-discounted price each $ _______________ X quantity __________ = $ _______________ List Price.

Discounted price each $ _______________ X quantity __________ = $ _______________ Actual Price.

Additional comments or savings information:

Authorized Signature: _____________________________________________________________

Printed Name: _________________________________________________________________

Date: _________________________________________________________________________

To be completed by DHSMV representative as applicable:

Requisition # ___________ P O # __________________ Division ___________________________

Total award amount $ ____________________________

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

1. _______ Read the entire document. Note critical items such as: mandatory requirements; bond(s) requirements (proposal, performance and/or damages) sample(s) required, supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _______ Note the Procurement Officer’s name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the Solicitation and is an excellent source of information for any questions you may have.

3. _______ Attend the pre-proposal conference. (If applicable)

4. _______ Take advantage of the “question and answer” period. Submit your questions to the Procurement Officer by the due date listed in the Calendar of Events and view the answers given in the formal “addenda” issued for the Solicitation. All addenda issued for a Solicitation are posted on the Contractor Bid System’s website (http://vbs.dms.state.fl.us/vbs/search.criteria_form) and will include all questions asked and answered concerning the Solicitation.

5. _______ Follow the format required in the Solicitation when preparing your response. Provide point-by-point responses to the required sections in a clear and concise manner.

6. _______ Provide complete answers/descriptions. Read and answer all questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.

7. _______ Use the forms provided, i.e., Bid List Registration page, Site Survey forms, Certification forms, Price Proposal forms (Section 9.0), Certificate of Drug Free Workplace (Attachment III), Savings / Discount / Price Reduction (Attachment IV), etc.

8. _______ Check the Contractor Bid System website for Solicitation addenda. Before submitting your response, check the Contractor Bid System website to see whether any addenda were issued for the Solicitation, some addenda require that you sign and return them with the bid.

9. _______ Review and read the Solicitation document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.

10. _______ Submit your response on time. Note all the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed or late proposal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.
CERTIFICATION OF SITE SURVEY, ITN # __________________________

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FIRM NAME: ________________________________________________

REPRESENTED BY: __________________________________________

DATE OF SURVEY: __________________________________________

On the above date, site was inspected and I am fully aware of entire scope of proposal.

_______________________________________________________
Signature of Firm Representative

Site Survey Verified by: (DHSMV Representative) Printed Name ________________________________

_______________________________________________________
Signature: _______________________________________________
## ALL PROJECTED ACTIVITY

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