

# **TERM CONTRACT**

## **CONTENTS**

### **TITLE**

1. GENERAL CONDITIONS
2. SPECIAL CONDITIONS AND SPECIFICATIONS
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4. ORDERING INSTRUCTIONS
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**SUBMIT BIDS TO:**

Dept. Hwy. Safety & Mtr. Veh.  
2900 Apalachee Parkway, Mail Station 31  
Tallahassee, Florida 32399-0524

Telephone Number: (850) 488-8290

STATE OF FLORIDA  
**INVITATION TO BID**  
Bidder Acknowledgment

Page 1 of 14 pages	BIDS WILL BE OPENED 2:30 P.M., December 27, 2002 and may not be withdrawn within 90 days after such date and time.	BID NO. 014-03
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AGENCY MAILING DATE: 11/22/2002	BID TITLE: Class III Printing Form 82994 Motor Vehicle Dealer Title Reassignment Supplement
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STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER <b>F75 0696577-00A</b>	DELIVERY DATE WILL BE <b>30</b> DAYS after receipt of Purchase Order	CASH DISCOUNT TERMS
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VENDOR NAME <b>MOORE NORTH AMERICA, INC.</b>	REASON FOR NO BID
VENDOR MAILING ADDRESS <b>3505 FRONTAGE ROAD.</b>	

CITY - STATE - ZIP <b>TAMPA, FLORIDA 33607</b>	POSTING OF BID TABULATIONS <small>Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about: 12/27/2002</small>
AREA CODE <b>850</b>	
PHONE NUMBER <b>668-8000</b> FREE NUMBER <b>800-775-2767</b>	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the States discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

*Les Bingham*  
AUTHORIZED SIGNATURE (MANUAL)  
**LES BINGHAM**  
AUTHORIZED SIGNATURE (TYPED) TITLE

**GENERAL CONDITIONS**

- SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
1. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his bid price must be initialed. The company name and SPURS vendor number shall appear on each page of the bid as required. (NOTE: if you are registered with DMS, your SPURS vendor number is located just above your firms name on the label of the envelope transmitting this invitation.) Complete ordering instructions must be submitted with the bid. If you are not a registered vendor with the Department of Management Services, contact State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (850)487-4634 immediately.
  2. **NO BID:** If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the suppliers name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
  3. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.
  4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the State of Florida.
    - a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.
    - b) **CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes
    - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidders risk. In case of mistake in extension the unit price will govern.
    - d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new, current standard model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
    - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
    - f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **INTEREST PENALTIES:** Payment shall be made in accordance with Section 215.422, F.S., which states the contractors rights and the State agencies responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR RESPONSE SYSTEM:** To access an interactive Voice Response System for vendor payment inquiry, Vendors may call (850) 413-7269 between 7 a.m. and 6 p.m. Monday through Friday to check on the status of payments by State agencies. The system can accommodate English and Spanish speaking callers. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptrollers Hotline, 1-800-848-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bonafide dispute, State Purchasing may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.
    - g) **ANNUAL APPROPRIATIONS:** The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature
  5. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida holidays, unless otherwise specified.

**6. ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

**7. MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in the specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate, on the bid form the manufacturers name and number. Bidder shall submit with his bid cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Florida reserves the right to determine acceptance of items as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by Change Notice issued and signed by the State.

**8. INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the Agencies decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-119, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.67(3), F.S. or failure to post the bond other security, required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

**9. NOTICE OF BID PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by State Purchasing or a State Agency pursuant to Section 120.67(3), F.S., shall post with State Purchasing or the State Agency, at the time of filing the formal written protest or within the 10 day period allowed for filing the formal written protest, a bond payable to State Purchasing or the State Agency in an amount equal to 1 percent of State Purchasing or State Agencies estimate of the total volume of the contract of \$5000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceedings. For protest of decisions or intended decisions of State Purchasing pertaining to agencies requests for approval or exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested of \$5000, whichever is less, in lieu of a bond State Purchasing or the State Agency may, in other cases, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**

**10. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director or agent, and is also an employee of the State of Florida, or any of its agencies. Further, a bidder must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidders firm or any of its branches.

**11. AWARDS:** As the best interest of the State may require, the right is reserved to make awards, by individual item, group of items, all or none, or a combination thereof, on a geographical district basis and/or on a statewide basis with one or more suppliers to reject any and all bids or waive any minor irregularity of technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of the bid shall comply to applicable Florida Statutes.

**12. SAMPLES:** Samples of items when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidders name, manufacturer's brand name and number, bid number, and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.

**13. NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity, samples to the testing site, actual test costs, personnel, tests and other applicable costs. The data derived from any tests for compliance with specifications and public records and open to examination thereto in accordance with Chapter 119, F.S., items delivered not conforming to specifications may be rejected and returned at vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Supplier's name being removed from State Purchasing vendor mailing list;
- b) All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the State for all procurement and cover costs.

**14. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims, however to

assist him in the expeditious handling of damage claims, the ordering agency will:

- a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

**15. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify the ordering agency, at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.

**16. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the bid but not to exceed the threshold for category, two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

**17. SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall demonstrate warranty service and replacements that will be provided during and subsequent to the contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

**18. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county, and local laws, and all ordinances, rules, and regulations shall govern development, submission and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise, and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**19. PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or uncopyrighted invention, process or article manufactured or supplied by the bidder. The bidder has no liability, which such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely, and exclusively upon the States alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending the contractor may, at its option and at expenses procure for the purchaser the right to continue use of, produce or modify, the article to render it noninfringing, if none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually, agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

**20. ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as part of any commercial advertising.

**21. ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.

**22. LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents and employees harmless against claims by third parties resulting from the suppliers breach of this contract or the suppliers negligence.

**23. FACILITIES:** The State reserves the right to inspect the bidders facilities at any reasonable time with prior notice.

**24. PUBLIC PRINTING:** A bidder must have at the time of bid opening a manufacturing plant or operation which is capable of producing the items bid and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to bidders located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a bidder located outside the State.

**a) CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering to provide printing manufactured by other firms or persons.

**b) PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase or printing unless conditions or specifications of bid expressly so provide.

**c) COMMUNICATIONS:** It is expected that all materials and proofs will be placed up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

**d) RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is effected.

**e) QUALITY-PERFORMANCE ANALYSIS:** The contractor or any purchaser of printing in excess of the threshold for category, two shall complete and forward to State Purchasing the analysis form that accompanied the purchase order together with an invoice copy.

**25. PUBLIC RECORDS:** Any material submitted in response to this invitation to bid will become a public document pursuant to Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

**NOTE**

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.



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**Advertisement Detail**

**Dept of Highway Safety and Motor Vehicles**

**Agency Decisions**

**Class III Printing**

Advertisement Number: 014/03

Version Number: 000

**Advertisement Begin Date/Time: 12/27/2002**

<b>Commodity Code(s):</b>	<b>Description(s):</b>
693-170-000-0000	
	Moore North America Tampa
	Per Thousand - \$30.15
	total \$65,124.00
	Posting - 12/27/02 - 3:30PM
	Ending - 01/02/03 - 3:30 PM

**Agency Decisions** will be available at:

Neil Kirkman Bldg, MS 31  
2900 Apalachee Prkwy  
Tallahassee, FL, 32399 -0524.

Agency Decisions will be opened at the above address at 03:30 P.M., January 01, 2003.

**Please direct all questions to:**

Nelda Parker  
Phone: (850) 488-4656  
FAX: (850) 922-6273  
Suncom Phone: 278-4656  
Suncom FAX: 292-6273

Any person with a qualified disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be

contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

The Department reserves the right to reject any and all bids or accept minor irregularities in the best interest of the State of Florida.

Minority Business Enterprises are encouraged to participate in the bidding process.

**[Click here to view Original Advertisement.](#)**

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NOTICE OF INTENDED AWARD

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

NAME OF BID: Class III Printing DATE OF POSTING NOTICE 12-27-02

BID OR RFP # 014-03 TIME 3:30 P.M.

Advertising was published in: web site at: http://www.myflorida.com

OPENING OF BIDS OR PROPOSALS

Neil Kirkman Building

Location: Tallahassee, Florida Date: 12/27/02 Time: 2:30 P.M.

Opened by: Nelda Parker Tabulated by: Carol Davis

WITNESSED BY and REPRESENTING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INTENDED AWARD

Vendor Moore North Price 30.15/M - \$65,124

Terms: \_\_\_\_\_

Lowest Bidder:  Yes  No

If no, Justification: \_\_\_\_\_

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void. To be effective any notice of protest or protest must be filed within the time limits set forth in this posting. In accordance with section 120.573, FS, notice is hereby provided that mediation of the administrative dispute for the type of agency action announced is not available.

CERTIFICATION

I certify that the above statements are correct. I further certify that the award of this bid is made in accordance with Section 287, Part I, Florida Statutes and Chapter 60A-1, Florida Administrative Code.

Nelda Parker  
(Signature)

12-27-02  
(Date)

Manager  
(Title)

**BID/PROPOSAL TABULATION**

BID TITLE 01403 Class III Printing

BID NUMBER 014-03

OPENING DATE 12-27-03 TIME 2:30 PM.

POSTING TIME/DATE

FROM: 12-27-03 1 3:30 PM.

UNTIL: 01-02-03 1 3:30 PM

PAGE: 1 OF 1 PAGES(S).

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES. ALL BIDS/PROPOSALS ACCEPTED BY THE STATE ARE SUBJECT TO THE STATE'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS/PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. **NOTICE OF BID/PROPOSALS PROTEST BONDING REQUIREMENT-** ANY PERSON WHO FILES AN ACTION PROTESTING A DECISION OR INTENDED DECISION PERTAINING TO CONTRACTS ADMINISTERED BY THE DIVISION OR A STATE AGENCY PURSUANT TO SECTION 120.57(3), FLORIDA STATUTES, SHALL POST WITH THE DIVISION OR THE STATE AGENCY AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST, A BOND PAYABLE TO THE DIVISION OR STATE AGENCY IN AN AMOUNT EQUAL TO 1 PERCENT OF THE DIVISION'S OR STATE AGENCY'S ESTIMATE OF THE TOTAL VOLUME OF THE CONTRACT OR \$5,000, WHICHEVER IS LESS, WHICH BOND SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS WHICH MAY BE ADJUDGED AGAINST HIM IN THE ADMINISTRATIVE HEARING IN WHICH THE ACTION IS BROUGHT AND IN ANY SUBSEQUENT APPELLATE COURT PROCEEDING. FOR PROTEST OF DECISIONS OR INTENDED DECISIONS OF THE DIVISION PERTAINING TO AGENCIES' REQUESTS FOR APPROVAL OF EXCEPTIONAL PURCHASES, THE BOND SHALL BE IN THE AMOUNT EQUAL TO 1 PERCENT OF THE REQUESTING AGENCY'S ESTIMATE OF THE CONTRACT AMOUNT FOR THE EXCEPTIONAL PURCHASE REQUESTED OR \$5,000, WHICHEVER IS LESS. IN LIEU OF A BOND, THE DIVISION OR STATE AGENCY MAY, IN EITHER CASE, ACCEPT A CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF THE BOND. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**

BIDDERS						Price Per 1000	Total
Pride st. Rite						NO Bid	—
BSE Printing Tallahassee					Recy.	34.75	75,000 <sup>00</sup>
Independent Resurse Tampa						NO-Bid	—
Martin Litho Tampa (Fax)						NO-Bid	—
Modre North America Tampa						30.15	65,124
World Printing Miami FL						NO Bid	—
Anchor Busin. Forms (TALL)						NO-Bid	—
Forms Manag. Inc TALL						30.75	66,420

OPENED BY: Yelda Parker TABULATED BY: Carol Davis VERIFIED BY: \_\_\_\_\_

REMARKS: CIRCLED PRICE INDICATES INTENT TO AWARD. NOT AS ASPECIFIED CODE(S):

HSMV FORM 82994 MOTOR VEHICLE DEALER TITLE REASSIGNMENT SUPPLEMENT, a two part snapout form.

**PURPOSE:** The purpose of this Invitation to Bid is to establish a three (3) year contract for the printing of 2,160,000 HSMV 82994 forms.

**PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

**BID LANGUAGE AND/OR PREFERENCES:** The Minority Business Advocacy and Assistance Office has standing to protest, pursuant to s.287.09451, in a timely manner, any proposed contract award in competitive bidding for contractual services and construction contracts that fail to include minority business enterprise participation, if any responding bidder has demonstrated the ability to achieve any level of participation, or any contract award for commodities where, a reasonable and economical opportunity to reserve a contract statewide or district level, for minority participation was not executed or, an agency failed to adopt applicable preference for minority participation. Any low bidder with no participation may be deemed not in "good faith."

**VALUE ANALYSIS AND CHANGES TO SPECIFICATIONS:** The agency is always interested in reducing product/service costs while preserving or improving the usefulness of the product/service for its intended purpose. Bidders are encouraged but not required to perform a process of value analysis of the item(s) of bid, in cooperation with agency representatives, and offer suggestions for changes to product/service specifications or contract terms and conditions. In analyzing an item or service, the following steps are suggested:

List the materials and processes involved in manufacture, packaging and delivery.



For each material or process, consider, (a) Does its use contribute to value? (b) Is its cost proportionate to its usefulness? (c) Does it need all its features? (d) Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present their suggestions for changes to the invitation to bid as early as possible before the bid submittal date, so that suggestions may be fully considered and, if appropriate, addenda modifying the invitation to bid may be timely issued to all prospective bidders. Suggested change(s) to specifications, terms or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the usefulness of the product/services, production or delivery costs, use costs and appropriateness of the terms and conditions in protecting the rights of the parties. Include pros and cons.

The agency reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) which meet(s) the agency's needs at an anticipated lower cost of production, delivery or use than the original specifications, terms and conditions.

**VALUE ANALYSIS AND SHARED SAVINGS INCENTIVE:** As an alternative to be above, a successful bidder who has been awarded a contract will also be encouraged but not required to engage in a similar process of value analysis and suggested changes. The vendor awarded a contract is encouraged to present any suggestions in a timely manner following award, with estimated or actual reductions in costs the vendor would incur in performing the contract, or cost reductions available to the agency in the use of the revised item. If a suggestion is accepted by the agency, the vendor will be required to present documentation of the savings, satisfactory to the agency. Generally, documentation will consist of the vendor's complete cost or pricing records, for the product/service as specified, and the revised product/service as proposed by the vendor. Supporting documentation may also be required, for example, invoices or price quotations from the vendor's suppliers, or, the vendor's standard instructions and standard cost elements routinely used by the vendor's estimators. The cost of any pre-production samples or performance bonds or other forms of assurance suggested by the vendor or required by the agency shall be deducted from the gross savings. Documented savings for alternative processes or materials accepted by the agency prior to or during contract performance will be shared on a 50-50 basis with the vendor over the balance of the life of the contract.

Example: A vendor is awarded a \$200,000 printing contract. The vendor proposes and the agency accepts changes in paper stock, composition, construction and packaging that save the vendor \$20,000 over the balance of the life of the contract. The contract is amended to allow the alternative materials and processes, and the contract price is reduced to \$190,000. The vendor reduces his costs by \$20,000, of which \$10,000 is passed on to the agency by reducing the contract price from \$200,000 to \$190,000.

**NOTE:** Ideas submitted will enter the public domain, whether or not the contract for which they are submitted is revised, and may be used by the agency at other times or in other applications without the agreement of or compensation to the firm having originally proposed the idea.

For further information, contact the Chief of General Services at (904) 488-8290.

**MANDATORY REQUIREMENTS:** The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms "shall," "must" or "will" (except to indicate simple futurity) in this ITB indicate a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a proposal.

**NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS:** Bids which do not meet all material requirements of this ITB or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to the State. Bidders whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsive.

The Department reserves the right to determine which bids meet the material requirements of the ITB, and which bidders are responsible.

**PROPOSER'S INQUIRIES:** The bidder shall examine the invitation to bid to determine if the State's requirements are clearly stated. If there are any requirements which restrict competition, the bidder may request, in writing, to the State that the specifications be changed. The bidder who requests changes to the State's specifications must identify and describe the proposer's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. Questions concerning conditions and specifications of this ITB, and/or requests for changes to the invitation to bid must be received in writing by the issuing purchasing office no later than **December 6, 2002**. A bidder's failure to request changes by the date described above, shall be considered to constitute bidder's acceptance of State's specifications. The State shall determine what changes to the invitation to bid shall be acceptable to the State. If required, the State shall issue an addendum reflecting the acceptable changes to this invitation to bid, which shall be sent to all bidders in order that all bidders shall be given the opportunity of submitting bids to the same specifications. Copies of questions and final answers, along with any changes to the ITB will be mailed to all firms who were furnished a copy of this ITB by the Department, in the form of a written addendum, as soon as reasonably practicable. Bidders submitting a bid must submit by the bidding deadline written acknowledgment of any addendum.

**DISPUTES:** Any prospective bidder who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this ITB, any addendum, Notice of Intended Award, or Notice of Intent to Reject any or all Bids, shall file a notice of intent to protest in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of the receipt of the ITB or of a written addendum and/or written answers to questions, or posting of any notice, and a formal written protest in the form of a petition within ten (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in Section 120.53(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received.

The Department of Highway Safety and Motor Vehicles reserves the right to order from other sources as may be appropriate in conducting normal business or as otherwise required by law or regulation. However, this provision shall not be used to circumvent the intent of the bid.

**TERMINATION FOR CAUSE:** The Department reserves the right to immediately terminate the Contract by providing written notice to the Contractor if the Department determines any of the following have occurred:

1. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the ITB or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. Contractor fails to perform to the Department's satisfaction any material requirement of the Contract or defaults in performance of the Contract;
3. The action or inaction of the Contractor substantially endangers the performance of the Contract, or such occurrence can be reasonably anticipated;
4. There may be unilateral cancellation of the agreement by the Department if the Contractor refuses public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.F.S., and made or received by the Contractor in conjunction with this Contract.

Notwithstanding approval requirements, which may be reserved, to the Department of Highway Safety and Motor Vehicles under the contract, the Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under the contract.

The Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Department of Highway Safety and Motor Vehicles.

Should the Department of Highway Safety and Motor Vehicles give notice of termination for reasons in sub-paragraphs 2 or 3 above, the Contractor shall have ten (10) calendar days after receipt of said notice to remedy the failures or problems. If the Contractor fails to so remedy, the Department of Highway Safety and Motor Vehicles may order the Contractor to stop immediately all work. If the contract is terminated for cause or unilaterally canceled by the Department of Highway Safety and Motor Vehicles, the Department of Highway Safety and Motor Vehicles shall be obligated only for the goods and services actually delivered and accepted prior to the date of notice of termination, less any liquidated damages or other damages that may be assessed for non-performance.

**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.

**TERMINATION IN THE BEST INTERESTS OF THE STATE:** The Department reserves the right to terminate the Contract or any part of the Contract in the best interests of the state, upon 30 day notice to the contractor. The Department shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the state. If the Department terminates in the best interests of the state after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

The Department reserves the right to cancel this contract upon the Department of Management Services issuing a State contract for this type service for use by the agencies. A 30 day written cancellation notice will be sent to the vendor.

**TERMINATION FOR CONVENIENCE OF THE CONTRACTOR:** The contractor may terminate the contract in its entirety at its convenience, upon 90 days notice in writing to the Contract Manager, Stan Kirkland. All of the contractor's obligations under the contract will remain in force during the 90 day notice period.

**CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION:** After receipt of a Notice of Termination, and except as otherwise specified by the Department, contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice:

2. Place no further orders or subcontracts 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:
3. Complete performance of such part of the work as shall not have been terminated by the Department; and
4. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.
5. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the Department of Highway Safety and Motor Vehicles all property and materials belonging to the Department of Highway Safety and Motor Vehicles, all rights and claims to any and all reservations, contracts and arrangements with subcontractors, or others, and shall make available to the Department of Highway Safety and Motor Vehicles 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 of Highway Safety and Motor Vehicles concurrently with such transfer or assignment shall assume the obligations of the Contractor if any, on all non-cancelable contracts with third parties.
6. Upon termination of the contract by the Department of Highway Safety and Motor Vehicles, the Contractor shall be deemed to have released and relinquished to the Department of Highway Safety and Motor Vehicles any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of material prepared or created by the Contractor in the course of its performance.

**ARTWORK:** Contractor shall set up and furnish his/her own artwork at no additional expense to the Department.

**QUALITY:** In accordance with s.283.425, Florida Statutes, no printing may be accepted as in compliance with the contract when the printing is not of the grade of workmanship which is usually employed by professional printers on printing of such class, or when the printing is not of the full quantity or acceptable quality for which it has been contracted. If immediate necessity and lack of time to procure printing elsewhere compel the use of defective printing furnished by a contractor, it shall be accepted without approval, and one-half of the contract price thereon shall be deducted as liquidated damages for breach of contract.

The agency will notify the contractor as to non-acceptance within 120 days after delivery. If delivery is made by the date required in this invitation to bid, the contractor shall have 15 calendar days to correct any defects, unless time constraints make this provision impractical.

**PRE-PRODUCTION PROOFS:** Contractor will be required to furnish satisfactory evidence of his/her ability to perform the terms of this contract. Before contractor starts printing, copy proofs must be submitted. All proofs must be submitted at no additional cost to this Department. Proofs must be submitted in a timely manner in order to meet delivery schedule. Proofs to be submitted to: **Ms. Gail Andrews, Management Analyst, (850) 922-5851 Bureau of Titles and Registrations, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Mail Station 68, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0500.**

**PACKING:** All forms to be wrapped with 200 forms per package. Forms to be packed 600 forms per case with each case marked or labeled with name of contents, form number, quantity enclosed, our purchase order number and name of vendor. If cases are stapled at top, a minimum of two pieces of cardboard must be placed on top of forms to insure none of the forms are damaged by the sharp ends of the staples. Cartons must be of sturdy corrugated reusable material and of appropriate size and design to allow for re-use. Cases must be securely wrapped or strapped on 42 x 48 4-Way Non-Reversible Pallets and shipped on pallets, unless shipped in less than pallet quantity. Pallets must have capability of being stacked 3 levels high without falling or cases being crushed. There shall be approximately 64 cases per pallet.

**SPECIFICATIONS FOR HSMV 82994 MOTOR VEHICLE DEALER TITLE REASSIGNMENT SUPPLEMENT (Revised 01/02)**

**QUANTITY:** 3,600 cases (600/case), total 2,160,000 forms.

**PRINTING ADJUSTMENT:** Overrun or underrun of 1% allowed.

**PARTS:** 2 Part. carbon interleaved.

**SIZE:** Overall 8 1/2" W X 11-1/2" H; snapped out to 8-1/2" W x 11" H.

**COPY:** Copy of the sample attached showing printing, and fine line geometric border. Border shall be printed on all copies (2/set). Additional minor changes may be given at time of bid award. Successful bidder will be required to set up and furnish his/her own artwork at no additional expense to this Department.

**PERFORATIONS:** All bond parts to be horizontally perforated below top stub.

**SECURITY PRINTING:** Fine line lithographic prismatic tint including a "copy void" pantograph printed in fluorescent erasure sensitive inks on face of original copy. Colors to be selected by Department and successful bidder.

Paper which has been treated to detect chemical alterations. Blank spot cannot be used for chemical void feature. Any attempt at alteration will be apparent by inspection without special devices such as flashlights.

Microprint line of words, to be approved by the Department and submitted to successful bidder. repeated to appear without magnification as a ruled line on face of form.

**PAPER STOCK:** 24 lb. Enhanced sensitivity white paper which reacts to alteration chemicals, including as a minimum, sodium hypochlorite. One time carbon paper interleaved. Black Impression, to produce clear legible print. **SAMPLE OF PAPER TO BE USED MUST BE SUBMITTED WITH BID FOR TESTING.**

First Part	-	24 lb. White Bond
Second Part	-	13 Goldenrod

**INK REQUIREMENTS:** Printing on front of first, and second parts to be in black ink. Back of all parts to be in black ink.

**PRINTING AND PRINTING STYLE:** Form to be set six (6) lines to the inch. Original and all copies to be printed with this spacing. All parts to contain same printing on front with exception of marginal word changes (distribution) on bottom of form, number in top left hand corner of room.

**MARGINAL WORD CHANGES:** Marginal word changes to appear on bottom left section of form and parts numbering to appear on top left section of form, to be as follows:

	<u>TOP</u>	<u>BOTTOM</u>
First Copy (Original):	1	DMV Copy
Second Copy	2	Dealer Copy

**INTENDED USE OF FORMS:** Forms to be typed on IBM Selectric or Compatible Typewriter.

**REVISIONS:** Minor printing or construction revisions may be required during the contract and shall be made at no expense to this Department. In case of major revision, price quoted in this bid shall prevail. Cost of major revision will not be considered in bid award.

**PRINTING FIRM:** Contract shall be awarded only to a printing firm. Contract shall not be awarded to any broker, agent or independent contractor offering to provide printing manufactured by other firms or person.

**GENERAL CONDITION NO. 8:** All bidders are urged to read all bid specifications and conditions thoroughly including the Bidder Acknowledgement Form.

Failure to comply with Paragraph 8, General Conditions, will result in bidder waiving his/her right to dispute the bid specifications.

**BID AWARD:** It is anticipated award will be made to the lowest responsive bidder on an "all or none" basis. The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received.

**ADDENDA:** All addenda to this bid invitation will be in writing to all bidders known to be in receipt of this bid invitation. The bidder must acknowledge receipt of all addenda.

**DISCUSSIONS:** No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications which are in writing from this Department may be considered as a duly authorized expression on behalf of the state. Any inquiries from bidders concerning this bid shall be submitted in writing to the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

**MINOR BID EXCEPTIONS:** This Department reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.

**INVOICES:** Items to be invoiced as shipped or delivered. Invoices to be submitted in triplicate to Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room A414, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0514, Attention: Bureau of Accounting.

**PRIDE:** It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc.

Available products, pricing and delivery schedules may be obtained by contacting: Terrie Brooks, PRIDE of Florida, 2720 Blair Stone Road, Suite G, Tallahassee, Florida 32301, telephone (904) 487-3774.



**RESPECT:** It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S. in the same manner and under the same procedures set forth in Section 413.036 (1) and (2), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. The nonprofit agency" is identified is :RESPECT of FLORIDA.

**Available products, pricing and delivery schedules may be obtained by contacting: Customer Service, RESPECT of FLORIDA, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone (850) 487-1471.**

**ACCESSIBILITY FOR DISABLED PERSONS:** If a special accommodation is needed please advise no later than five working days prior to the event.

**DELIVERY:** Price to be FOB Tallahassee, Florida. The Department will not pay freight charges. Forms to be delivered to Department of Highway Safety and Motor Vehicles, 1631 Capital Circle N.E., Building E, Tallahassee, Florida 32308. This Department must be notified 24 hours prior to making delivery. The phone number for Central Supply is (850) 488-8580.

**DELIVERY SCHEDULE:** Upon awarding of the bid our purchase order will be issued for each year of the contract. Delivery will be as follows:

**THREE YEAR CONTRACT TERM: 02/14/03 – 02/13/06**

<b><u>First Year:</u></b>	02/14/03	-	02/13/2004	(3.600 cases –2,160,000)
Delivery of:	1,200 cases		(720,000)	within 60 days after receipt of purchase order.
	1,200 cases		(7200,000)	90 days after first delivery, plus or minus seven (7) calendar days
	1,200 cases		(720,000)	90 days after second delivery, plus or minus seven (7) calendar days

**2<sup>nd</sup> and 3<sup>rd</sup> shipment must be delivered after June 30, 2003.**

**Second Year:** 02/14/2004 - 02/13/2005 (2.160,000 – 3.600 cases)

**Third Year:** 02/14/2005 - 02/13/2006 (2,160,000 – 3,600 cases)

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**First Year Renewal** 02/14/2006 - 02/13/2007 (2,160,000 – 3,600 cases)

**Second Year Renewal** 02/14/2007 - 02/13/2008 (2,160,000 – 3,600 cases)

The Department reserves the right to require annual copy changes, vary annual delivery dates and annual quantities, plus or minus 20%. For variations in excess of the 20%, the Department reserves the right to suspend the contract for the full year and separately bid the required quantities. Also, the parties reserve the right to negotiate any changes beyond the scope of this contract upon mutual agreement.

The Department reserves the right to make any changes during the month of June by notifying the contractor of any copy changes, scheduling changes and quantities. Whether or not the contractor has not received a notice of any changes, he/she must submit a copy proof and delivery schedule to the Department for approval no later than January 14th of any contract year. No printing is to be done, or copy or delivery schedules finalized, prior to receipt of written approval from the Department.

Agency proofing time may be added to 30 days allowed for initial delivery.

Liquidated damages of \$500 per calendar day shall be imposed for failure to deliver as specified in this invitation to bid.

**PERIOD OF AGREEMENT:** This agreement shall be in effect from the begin date of the contract for the initial period of thirty six months (36) with an option to renew for two (2) years. Renewal is contingent upon satisfactory performance by the successful bidder and the availability of funds. The vendor shall advise in writing at least 90 days prior to contract expiration whether or not any price increase(s) will be sought at the commencement of or during the renewal period. A price escalation may be added by the vendor to the price of all items for the second and third twelve (12) month periods of the thirty six (36) month contract period and for each 12 month portion of any renewal periods by using the Producer Price Indexes published by U.S. Department of Labor, Superintendent of Documents, P.O. Box 311954, Pittsburg, PA 15220-7954, Phone # 202/512-1800 using the formula indicated below. The last published Producer Price Index prior to award of contract will be the reference date for the beginning (old) PPI index. The most recent published Producer Price prior to the printing to be priced will establish the referenced date for the New PPI Index (Table 5, Industry Code 2761-255, Manifold Business forms, Unit Sets, Custom Printed, Carbon).

New PPI Index

Old PPI Index = Price Escalation Rate

Increases claimed by the contractor in accordance with this formula must be documented by the contractor to the agency's satisfaction at least 30 calendar days prior to the effective date of the next contract year, i.e. no later than January 14th.

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The effective date of any price increase shall be February 14th of the contract year during which the increased price will be in effect.

The agency may require a decrease by the amount of the PPI decrease from the last PPI published prior to award of the contract and during any renewal period.

**SUBMITTING OF BID:** These bid forms furnished must be submitted in submitting your bid. Forms to be filled out in pen and ink or typewritten with no alterations, changes or amendments made within. All forms to be signed and dated.

Submit your bid to: Department of Highway Safety and Motor Vehicles, Bureau of Purchasing and Contracts, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

**IMPORTANT:** Mark on the enclosed yellow mailing label: Bid No. **014-03** to be filed **2:30 P.M., December 27, 2003**. Affix the label to your bid envelope or other container.

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TERM: 02/14/2003 – 02/13/2004

PRICE QUOTE

HSMV 82994 Motor Vehicles Dealer Reassignment Supplement

3,600 cases (600 forms per case), 2-part snapout forms:

\$ 30.15 /M,      \$ 65,124. /TOTAL (2,160,000)

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

I will have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid.

Firm: MOORE NORTH AMERICA, INC.

Authorized Signature: L Bingham

TITLE: GOVERNMENT SERVICES REP.

**ORDERING INSTRUCTIONS**

**NOTE:** ALL ORDERS SHOULD BE DIRECTED TO:  
FEDERAL EMPLOYER IDENTIFICATION NUMBER  
(FEID): \_\_\_\_\_  
VENDOR: \_\_\_\_\_  
STREET ADDRESS OR P.O. BOX: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

**DELIVERY:** DELIVERY WILL BE MADE WITHIN \_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER.

**PRODUCT INFORMATION:** DIRECT INQUIRY TO: (NAME, ADDRESS, AND TELEPHONE NUMBER OF INDIVIDUAL IN YOUR ORGANIZATION WHO MAY BE CONTACTED REGARDING CONTRACT WHICH MAY RESULT FROM THIS BID. THIS CONTRACT LIAISON INDIVIDUAL MUST RESPOND TO INQUIRIES WITHIN EIGHT (8) WORKING HOURS).

NAME AND TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

## ATTACHMENT

### RECYCLED CONTENT REQUIREMENTS

In accordance with Section 287.045, Florida Statutes, the Department of Management Services has determined that printing and writing grade paper containing a minimum of 20% postconsumer recovered materials (paper) by fiber weight is acceptable.

The attached Certification of Recycled Content form shall be completed and returned with the bid if applicable.

**PRICE PREFERENCE:** The Department of Highway Safety and Motor Vehicles will allow a 10% price preference to responsive bidders who meet or exceed this minimum percentage of postconsumer recovered materials. The 10% price preference will be prorated if some but not all parts meet the 20% postconsumer recovered materials standard, e.g., 75% recycled, 7.5% preference; 50% recycled, 5% preference; etc.

If offering printing on recycled paper, in order to be considered for price preference, the attached Certification of Recycled Content form shall be completed and returned with the bid.

**COPY REVISION:** If awarded bid for printing on recycled paper, printer will revise copy to add unobtrusively, for example, in a corner, a small representation of the standard 3-arrow logo representing the "Reduce, Reuse, Recycle" motto, and the words "Recycled Paper." Size and placement subject to agency approval.

**DEFINITIONS:** For the purpose of this bid.

"Recycled Content" means materials that have been reclaimed and are contained in the products or materials to be procured. This term does not include internally generated scrap that is commonly used in industrial or manufacturing processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product.

"Recovered Materials" means those materials which have known recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use, or reuse, by separation, collection, or processing.

"Postconsumer Recovered Materials" means recovered materials (paper) that have passed through end use as a consumer product. This does not include such materials as pulp substitutes, mill broke, and sawdust.

BID NO. 014-03

**CERTIFICATION OF RECYCLED CONTENT**

BID NO.: 014-03

CONTRACT NAME: Motor Vehicle Dealer Title Reassignment Supplement

- I. **INSTRUCTIONS:** Submit a separate certification with your bid response for each item or group of items having a different percentage of recycled content. See Recycled Content Requirements. Complete all entries.
- II. **MINIMUM RECYCLED CONTENT:** The subject invitation to bid specifies a minimum of 20% postconsumer recovered materials for eligibility for a price preference. My firm submits with this bid a manufacturer's certification that the following item(s) have the specified minimum recovered materials:

Item(s)	Recovered Material by fiber weight:	Postconsumer Recovered Material by fiber weight:
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HSMV stock #82994	_____	_____
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If some but not all parts listed meet recycled content requirements, list parts meeting recycled content requirements here: \_\_\_\_\_.

The 10% price preference will be prorated if some parts are not recycled, e.g. 75% recycled. 7.5% preference; 50% recycled. 5% preference, etc.

I offer the following evidence of the accuracy of this claim (laboratory or engineering report, manufacturer's or supplier's specification or certification, etc.):

\_\_\_\_\_  
ATTACH ADDITIONAL PAGES OR DOCUMENTS AS APPROPRIATE.

- III. **FAILURE TO PERFORM:** I understand that failure to deliver items containing the recycled content as certified, will lead to rejection of the items, and a requirement to deliver as specified, or risk a declaration of default in accordance with the procedures set forth in Rule 60A-1.006(3), Florida Administrative Code. All items certified as having recycled content are subject to verification through testing.

Firm: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

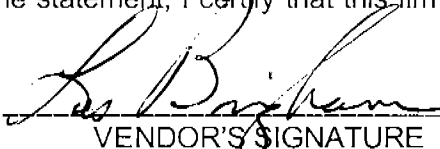
Date: \_\_\_\_\_



IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

  
VENDOR'S SIGNATURE

BID NO. 014-03

CERTIFICATION OF RECYCLED CONTENT

BID NO.: 014-03

CONTRACT NAME: Motor Vehicle Dealer Title Reassignment Supplement

- I. **INSTRUCTIONS:** Submit a separate certification with your bid response for each item or group of items having a different percentage of recycled content. See Recycled Content Requirements. Complete all entries.
- II. **MINIMUM RECYCLED CONTENT:** The subject invitation to bid specifies a minimum of 20% postconsumer recovered materials for eligibility for a price preference. My firm submits with this bid a manufacturer's certification that the following item(s) have the specified minimum recovered materials:

Item(s)	Recovered Material by fiber weight:	Postconsumer Recovered Material by fiber weight:
HSMV stock #82994	_____	_____

If some but not all parts listed meet recycled content requirements, list parts meeting recycled content requirements here: \_\_\_\_\_.

The 10% price preference will be prorated if some parts are not recycled, e.g. 75% recycled, 7.5% preference; 50% recycled, 5% preference, etc.

I offer the following evidence of the accuracy of this claim (laboratory or engineering report, manufacturer's or supplier's specification or certification, etc.):

\_\_\_\_\_  
ATTACH ADDITIONAL PAGES OR DOCUMENTS AS APPROPRIATE.

- III. **FAILURE TO PERFORM:** I understand that failure to deliver items containing the recycled content as certified, will lead to rejection of the items, and a requirement to deliver as specified, or risk a declaration of default in accordance with the procedures set forth in Rule 60A-1.006(3), Florida Administrative Code. All items certified as having recycled content are subject to verification through testing.

Firm: MOORE NORTH AMERICA, INC.

Representative Signature: Les Bingham

Typed Name: LES BINGHAM

DATE: 12/04/02

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
TALLAHASSEE, FLORIDA 32399-0500

BID LIST REGISTRATION

November 22, 2002

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

Bid or RFP # 014-03  
Number of Addenda as of above date: NONE  
Item(s) of Bid Motor Vehicle Dealer Title  
Date and time due December 27, 2002, 2:30 P.M.

THE BID DOCUMENTS YOU RECEIVED ARE SUBJECT TO CHANGE. TO RECEIVE NOTICES OF CHANGES (ADDENDA) PLEASE ADD YOUR FIRM TO OUR BID LIST FOR THIS BID OR RFP BY FILLING IN THE INFORMATION BELOW AND FAXING THIS SHEET TO OUR BUREAU OF PURCHASING AND CONTRACTS AT (850) 922-6273, OR MAILING IT TO US AT:

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

Company Name MOORE NORTH AMERICA, INC.  
Address 3505 FRONTAGE ROAD ST 350  
City, State & Zip TAMPA, FL. 33607  
Attn: LES BINGHAM  
Telephone (850) 668-2000  
Fax No. (800) 822-0732  
Signed Les Bingham Date 12/5/2002

FAILURE TO REGISTER YOUR FIRM'S INTEREST IN THIS BID SOLICITATION MAY CAUSE YOUR FIRM NOT TO RECEIVE INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE BID, AND CONSIDERATION FOR AWARD OF A CONTRACT.

For further information on this process, you may telephone (850) 488-8290.

To receive information on DHSMV bids 24 hours a day, 7 days a week, visit our web site at <http://www.hsmv.state.fl.us/purchasing> and select "Current Bid Solicitations & Awards", or telephone our Bid Information Fax Vault at (850) 921-1290 from the touch tone telephone of your fax machine.

BID: 014-03  
ITEM: MOTOR VEHICLE DEALER TITLE  
DATE: December 27, 2003  
TIME: 2:30 P.M.

### CHECKLIST

For your convenience, we offer the following checklist of items that must be returned by the bidding deadline.

- \_\_\_\_\_ 1. Invitation to Bid/Bidder Acknowledgment, the canary yellow coded cover sheet, filled out and signed.
- \_\_\_\_\_ 2. Page 14 of 14 of the invitation to bid, with your price, company name, signature and title.
- \_\_\_\_\_ 3. Addendum acknowledgments, signed, if any addenda to this invitation to bid are issued.
- \_\_\_\_\_ 4. Sample of paper to be used (ref. page 10 of 14, "Paper Stock".)
- \_\_\_\_\_ 5. Certification of Drug Free Workplace, if applicable.
- \_\_\_\_\_ 6. Certification of Recycled Content with supporting documentation, if bidding recycled paper.

NOTE: Address your bid to the "Submit Bids To" address in the upper left hand corner of page one, and write the bid number, due date and time on the envelope, package or courier delivery document.

For a list of all current DHSMV bid/proposal solicitations visit our home page at <http://www.hsmv.state.fl.us/purchasing>.

Prepared by: Nelda Parker

Title: Manager

Telephone: (850) 488-4656

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

(Instructions on Reverse Side)

For use by licensed MOTOR VEHICLE DEALERS, AUCTION DEALERS and THEIR BUYERS ONLY

This reassignment supplement is:  Title No. \_\_\_\_\_ State of Issue \_\_\_\_\_  
 Manufacturer's Statement or Certificate of Origin

**VEHICLE DESCRIPTION**

Vehicle Identification Number	Year	Make	Model	Body
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**REASSIGNMENT INFORMATION**

Name of Selling Dealer (Print)		Dealer License Number	State of License
Street Address		City	State Zip Code
Sales Tax Collected	Sales Tax Reg. No. (Sales Tax information is not required on dealer to dealer transactions)		
Buyer's Name(s)			Date of Sale
Buyer's Address		City	State Zip Code
Auction Name (If applicable)		Auction License Number	State of License
Street Address		City	State Zip Code

**ODOMETER DISCLOSURE STATEMENT**

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

STATE THAT THIS MOTOR VEHICLE'S  5-DIGIT OR  5-DIGIT ODOMETER NOW READS \_\_\_\_\_ MILES, DATE READ \_\_\_\_\_ AND TO THE BEST OF MY KNOWLEDGE, THAT IT REFLECTS THE **ACTUAL MILEAGE** OF THE VEHICLE DESCRIBED IN THIS DOCUMENT UNLESS ONE OF THE FOLLOWING IS CHECKED.

**CAUTION**  
 READ CAREFULLY  
 BEFORE YOU  
 CHECK A BOX

1. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS
2. I HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE.  
**WARNING - ODOMETER DISCREPANCY**

**SELLER AFFIRMS, UNDER PENALTY OF PERJURY, THAT THE ABOVE  
 FACTS ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE**

Dealer's Agent: Printed Name (Selling Dealer)		Dealer's Agent Signature
Buyer's Signature (1) Acknowledges Receipt of Statement		Buyer's Signature (2) Acknowledges Receipt of Statement
Buyer's Printed Name (1) (First, Full Middle or Maiden, Last)		Buyer's Printed Name (2) (First, Full Middle or Maiden, Last)
Street Address		City State Zip Code

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

## **WHO IS AUTHORIZED TO COMPLETE THIS FORM?:**

Licensed Motor Vehicle Dealers, Auction Dealers and their purchasers.

## **WHEN SHOULD THIS FORM BE USED?:**

Form HSMV 82994, Motor Vehicle Dealer Reassignment Supplement, must be used by dealers, auctions, etc.:

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

## **WHEN SHOULD THIS FORM NOT BE USED?:**

When a licensed Motor Vehicle Dealer is assigning interest in a motor vehicle that:

1. Is ten (10) years old or older.
2. Has a Gross Vehicle Weight Rating (GVWR) of more than 16,000 pounds.
3. Is not self propelled.

**Note:** If a reassignment form is needed for an exempt vehicle (see above list of exemptions), use form HSMV 82091.

## **FILING:**

1. The original HSMV 82994 is to be attached to the Certificate of Title or Manufacturer's Certificate of Origin surrendered with the application for title.
2. The copy of the HSMV 82994 is to be retained by the dealer in his/her records for a period of five (5) years.

**Note:** If the motor vehicle is being sold to an out-of-state purchaser or an out-of-state dealer, the Florida dealer must photocopy the completed original of this form and mail directly to the department within five (5) business days after the transfer.



State of Florida  
**DEPARTMENT OF  
HIGHWAY SAFETY AND MOTOR VEHICLES**

TALLAHASSEE, FLORIDA 32399-0500

FRED O. DICKINSON, III  
Executive Director

December 5, 2002

Addendum #1  
ITB No. 014-03  
Class III Printing Form 82994  
Due 2:30 P.M.  
December 27, 2002

Dear Sir or Madam:

The subject Invitation to Bid is hereby amended as follows:

Remove page 11

Insert new page 11 (revised 12/04/02)

It will not be necessary to sign and return a copy of this Addendum #1.

All other terms and conditions remain unchanged

Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any notice of protest or protest to this solicitation which was filed prior to this posting is null and void.

Thank you for your consideration.

Sincerely,

Russ Rothman, CPPO  
Chief of Purchasing and Contracts

Enclosures  
RR: ras  
cc: File

Failure to comply with Paragraph 8, General Conditions, will result in bidder waiving his/her right to dispute the bid specifications.

**BID AWARD:** It is anticipated award will be made to the lowest responsive bidder on an "all or none" basis. The Department of Highway Safety and Motor Vehicles reserves the right to reject any or all bids and to waive any minor irregularity or technicality in bids received.

**ADDENDA:** All addenda to this bid invitation will be in writing to all bidders known to be in receipt of this bid invitation. The bidder must acknowledge receipt of all addenda.

**DISCUSSIONS:** No negotiations, decisions or actions shall be initiated or executed by a bidder as a result of any discussion with any State employee. Only those communications which are in writing from this Department may be considered as a duly authorized expression on behalf of the state. Any inquiries from bidders concerning this bid shall be submitted in writing to the Bureau of Purchasing and Contracts, Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room B412, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0524.

**MINOR BID EXCEPTIONS:** This Department reserves the right to waive minor deviations or exceptions in bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the bid by giving a bidder an advantage or benefit not enjoyed by other bidders.

**INVOICES:** Items to be invoiced as shipped or delivered. Invoices to be submitted in triplicate to Department of Highway Safety and Motor Vehicles, Neil Kirkman Building, Room A414, 2900 Apalachee Parkway, Tallahassee, Florida 32399-0514, Attention: Bureau of Accounting.

**PRIDE:** It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the corporation identified under Chapter 946, F.S. in the same manner and under the same procedures set forth in Section 946.515(2) and (4), F.S.; and for purposes of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc.

Available products, pricing and delivery schedules may be obtained by contacting: Robyn Sandford, PRIDE of Florida, 12425 28<sup>th</sup> Street North, Ste. 103, St. Petersburg, Florida 33716, telephone (727) 572-1987 or 1-800-643-8459.



Proforma Anchor  
DBA Anchor Business Forms Inc.  
7013 Lake Basin Rd  
Tallahassee, Florida 32312

Cunninghams Inc.  
20 W. Dakin Ave  
Kissimmee, Florida 32741

World Printing Inc.  
5858 SW 68h St  
South Miami, FL 33143

Independent Resources Inc.  
5010 N. Nebraska Ave.  
Tampa, Florida 33602

Multiprint Inc.  
6014 Jet Port Industrial Blvd.  
Tampa, Florida 33634

Martin Lithograph Inc.  
505 N. Rome Ave  
Tampa, Florida 33606

A1A Surfside Printing  
& Blue print Inc.  
1250 Beach Blvd.  
Jacksonville, Beach, Fl 32250

Drummond Press Inc.  
2472 Dennis Street  
P. O. Box 2421  
Jacksonville, Fl 32204

Graphics Business Systems  
3191 W. Tharpe Street  
Tallahassee, Fl 32303

Puryear Inc.  
P. O. box 013940  
Miami, florida 33101