



**Attachment F: Draft Contract  
Invitation to Negotiate No. 09-84131500-J  
Broker of Record for Bridge, Property and Business Interruption  
Between Florida Department of Management Services and Contractor**

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and **Insert Name**, (Contractor).

The Contractor submitted a Reply to the Department's Invitation to Negotiate (ITN) 09-84131500-J. The Department has accepted the Contractor's response and enters into this Contract in accordance with the terms and conditions of the solicitation.

Accordingly, the Department and Contractor agree as follows:

### **1 Definitions**

In this Contract, terms shall have the meanings stated in Exhibit B, Statement of Work. Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders.

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including the Statement of Work and other Contract exhibits listed in section 3. Other capitalized terms used in this document and its referenced Exhibits shall have the meanings given in in Exhibit B, Statement of Work. Any other capitalized term(s) used elsewhere in the Contract but not defined in in Exhibit B, Statement of Work, shall have the meaning given it in the Exhibit in which it is used.

### **2 Initial Contract Term**

The Initial Contract Term of this Contract for Broker of Record Services will be for five years. The Initial Contract Term will begin on May 21, 2015, or the date of the last signature on this Contract.

### **3 Contract**

This document together with the following attached documents, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits are incorporated in their entirety into and form part of the Contract. The Contract has the following exhibits:

- a) Exhibit A: Contract Conditions; General Contract Conditions, Form PUR 1000 (10/06) and Special Contract Conditions, Section 3 of ITN No. 09-84131500-J, as negotiated
- b) Exhibit B: Statement of Work, Section 4 of ITN No. 09-84131500-J, as negotiated

In the event of conflict, this document and the exhibits will be interpreted according to the following order of priority:

- a) This document
- b) Exhibit A: Contract Conditions
- c) Exhibit B: Statement of Work

#### **4 Statement of Work**

The Services to be timely rendered by the Contractor pursuant to this Contract are defined and described in detail in Exhibit B, Statement of Work.

#### **5 Contract Notices**

Contract notices may be delivered in accordance with section 38, General Contract Conditions, Form PUR 1000 or by email to the contact person identified in section 6.

#### **6 Contract Administration**

The following Department employee will serve as the contract administrator and will be primarily responsible for maintaining the Contract administration file:

Donna M. Smith  
Associate Category Manager, Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950  
Phone: (850) 488-8855  
Email: [Donna.Smith@dms.MyFlorida.com](mailto:Donna.Smith@dms.MyFlorida.com)

The following Department of Transportation (DOT) employee will serve as the contract manager and will be primarily responsible for day to day activities:

Name  
Title  
Florida Department of Transportation  
Address  
Phone:  
Email:

The Department or DOT may appoint a different contract administrator or contract manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the contract administrator and the contract manager.

The following Contractor employee will serve as the contract administrator:

Name  
Title  
Company  
Address  
Phone:  
Email:

**7 Amendments**

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both parties. Any future amendments to the Contract that alter the definition of the Services will define the Services in the same format as Exhibit B, Statement of Work.

Notwithstanding the order listed in section 4, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

**State of Florida,  
Department of Management Services**

**Contractor  
Name**

\_\_\_\_\_  
Chief Procurement Officer and Director of  
State Purchasing

\_\_\_\_\_  
By: Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date