

**State of Florida
Department of Transportation**



INVITATION TO NEGOTIATE
FINANCIAL ADVISOR SERVICES

DOT-ITN-20-9039-SJ

RESPONSES DUE

TUESDAY, DECEMBER 17, 2019 @ 3:00PM LOCAL TIME

CONTACT FOR QUESTIONS:

Sherill Johnson, Procurement Agent
sherill.johnson@dot.state.fl.us
605 Suwannee Street, MS20
Tallahassee, FL 32399-0450
Phone: 850-414-4381

1) **INVITATION**

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from vendors interested in participating in competitive negotiations to establish multiple term contracts to provide **Financial Advisor Services per the attached Ex. "A", Scope of Services**. It is anticipated that the term of the agreement will be from the date of contract execution through **three (3) years**.

2) **TIMELINE**

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

Action/Location	Date	Local Time
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	11/19/2019	5:00 PM
FDOT ANTICIPATED RESPONSE TO TECHNICAL QUESTIONS	11/26/2019	5:00 PM
REPLIES DUE: FDOT Burns Bldg. 605 Suwannee Street, Mail Station20 Tallahassee, FL 32399-0450 Attn: GH Procurement Office	12/17/2019	3:00 PM
PUBLIC OPENING (Initial Replies): FDOT Burns Bldg. 605 Suwannee Street Tallahassee, FL 32399-0450 Conf. Rm. TBD	12/17/2019	3:00 PM
PUBLIC MEETING TO SHORTLIST FDOT Burns Bldg. 605 Suwannee Street, Tallahassee, FL 32399-0450 Conf. Rm. TBD	1/23/2020	10:00 AM
POSTING OF SHORTLIST ON VBS	1/23/2020	5:00 PM
ORAL PRESENTATIONS (This not a public meeting) Note: Shortlisted Vendors will be notified.	2/11/2020	To Be Determined
TECHNICAL REVIEW COMMITTEE MEETING (PUBLIC MEETING)	2/11/2020	4:30 PM
PUBLIC MEETING TO RANK FDOT Burns Bldg. 605 Suwannee Street, Tallahassee, FL 32399-0450 Conf. Rm. TBD	Feb/March/2020	To Be Determined
POSTING OF RANKING ON VBS	Feb/March/2020	TBD
NEGOTIATIONS (This not a public meeting)	Feb/March/2020	TBD
PUBLIC MEETING: INTENDED AWARD FDOT Burns Bldg. 605 Suwannee Street Tallahassee, FL 32399-0450 Conf. Rm. TBD	March 2020	To Be Determined
POSTING OF INTENDED AWARD ON VBS	March 2020	To Be Determined

3) PUBLIC MEETING AGENDA

Agenda – Public Opening (Initial Replies)

Agenda for Public Opening of initial replies to DOT-ITN-20-9039-SJ:

Starting Time: see “Timeline” in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the initial replies received timely will be opened, with respondent’s name read aloud and tabulated.
- Adjourn meeting.

Agenda – Meeting of the TRC to Shortlist

Agenda for Meeting to Short List for DOT-ITN-20-9039-SJ:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the evaluations of Initial Replies received will be summarized.
- Announce the names of the Short-Listed firms to advance to Oral Presentations
- Announce when the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

Agenda – Meeting of the TRC to discuss Oral Presentations

Agenda for Meeting to Short List for DOT-ITN-20-9039-SJ:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the evaluations of Initial Oral presentations will be discussed.
- Adjourn meeting.

Agenda – Meeting to Summarize and Determine Intended Award

Agenda for Meeting to Summarize and Determine Intended Award for DOT-ITN-20-9039-SJ:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, recap and discussion among evaluation team(s) to determine “best value”.
- Announce Proposer(s) determined to be “best value” Statewide as the Intended Award(s).
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-reply conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page 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 reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

VENDORS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 16). All prospective vendors that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, 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 technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by vendors will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

FDOT Procurement Office

Attn: Sherill Johnson

605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450

Or sherill.johnson@dot.state.fl.us

Questions regarding administrative aspects of the procurement process should be sent to the Procurement Agent's email address above.

4) CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply. All Addenda will be acknowledged by signature and subsequent submission of Addenda with reply when so stated in the Addenda.

5) **BEST VALUE SELECTION & PUBLIC MEETINGS**

The Department intends to contract with responsive and responsible Vendors whose proposals are determined by the Negotiations Committee to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include price, quality, design, and workmanship.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Committee, Negotiations Committee, and/or Selection Committee. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

6) **TECHNICAL REVIEW COMMITTEE (TRC) AND NEGOTIATIONS COMMITTEE**

The Technical Review Committee (TRC) and the Negotiations Committee will each be composed of at least three (3) persons who collectively have experience and knowledge in the program area for which the commodities and/or contractual services are sought. Due to the complexity of certain procurements, the committee members are authorized to consult with Subject Matter Experts (SMEs) during the course of the procurement process for the purpose of gathering information. The TRC shall reach a consensus decision for the intended award. A consensus decision is a collaborative general agreement among the members of the group that does not have to be unanimous but meets the concerns of all members as much as possible. The team leader, usually the Project Manager, will provide a short plain statement for the procurement file that explains the basis of vendor selection for the intended award and how the vendor's deliverables and price will provide the best value to the state.

7) **SCOPE OF SERVICES**

Details of the desired commodity/services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

8) **PRE-REPLY CONFERENCE**

A PRE-REPLY CONFERENCE WILL NOT BE HELD.

9) **QUALIFICATIONS**

9.1 Qualifications Questionnaire

Interested vendors must submit replies to the "Qualifications Questionnaire" indicating their qualifications, experience, and capabilities to meet the requirements of the Department in providing **Financial Advisor Services**, as specified in the Scope of Services. The replies to the "Qualifications Questionnaire" and the information provided by the vendors in their responses will be reviewed and evaluated to determine the short-list of vendors that are best able to meet the requirements of the Department and proceed to Step 3 in the competitive negotiation process.

Submit **one (1) original and five (5) copies, and one USB Drive** of your reply. Replies must be submitted in a sealed envelope/package that should be labeled with the ITN number and the opening date and time. It is the vendor's responsibility to assure that the reply is delivered to the proper place on or before the Reply Due date and time (See Introduction Section 2 Timeline). Replies which for any reason are not so delivered will not be considered.

9.2 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.3 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) **DIVERSITY ACHIEVEMENT: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, proposers are requested to submit the **Bidder's Opportunity List Form No. 375-040-62** with their Price Proposal Sheet. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Proposers are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement Form No. 375-040-63** and to submit that Statement with their Price Proposal Sheet. After award of the contract resulting from this RFP, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/

11) **CONTRACT DOCUMENT: STANDARD WRITTEN AGREEMENT**

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation, and are non-negotiable. In submitting a reply, the vendor agrees to be legally bound by these terms and conditions, without modification.

12) **REVIEW OF VENDOR'S FACILITIES & QUALIFICATIONS**

After the reply due date and prior to contract execution, the Department reserves the right to perform or have performed, an on-site review of the Vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the Vendor and may be used to determine whether the Vendor has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Vendor has financial capability adequate to meet the contract requirements.

Should the Department determine that the reply / proposed negotiations have material misrepresentations or that the size or nature of the Vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the reply / proposal.

13) **PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS**

Any person who is adversely affected by the contents of this Invitation to negotiate must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

14) **UNAUTHORIZED ALIENS**

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.

14.1 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

16) RESPONSIVENESS OF REPLIES

16.1 Responsiveness of Replies

ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office. Replies will not be considered if not received by the Department on or before the date and time specified as the due date for submission.

16.2 Other Conditions

Other conditions which may cause rejection of replies include, but are not limited to, evidence of collusion among Vendors, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List.

17) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of the reply or a negotiation session only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

18) ATTACHMENT TO ITN SUBMITTALS - CONFIDENTIAL MATERIAL

The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Negotiate, Number DOT-ITN-20-9039-SJ - Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.

19) COSTS INCURRED IN RESPONDING

This Invitation to Negotiate does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a reply or subsequent negotiations or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

20) MAIL OR DELIVER REPLIES TO: (DO NOT FAX OR SEND BY E-MAIL)

**FDOT Procurement Office
605 Suwannee Street, MS 20
Tallahassee, Florida 32399-0450
Attn: Sherill Johnson**

Submit **one (1) original and five (5) copies, and one USB Drive** of your reply. Replies must be submitted in a sealed envelope/package that should be labeled with the ITN number and the opening date and time. It is the vendor's responsibility to assure that the reply is delivered to the proper place on or before the Reply Due date and time (See Introduction Section 2 Timeline). Replies which for any reason are not so delivered will not be considered.

21) QUALIFICATIONS QUESTIONNAIRE/SHORT-LIST CRITERIA

The initial replies will be evaluated qualitatively for each of the criteria addressed in the "Qualifications Questionnaire". The review/evaluation of the responses to this questionnaire will not be included in decisions beyond determining the initial short-list of vendors to proceed in the ITN process.

22) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Vendors may modify submitted replies at any time prior to the reply due date. Requests for modification of a submitted reply shall be in writing and must be signed by an authorized signatory of the vendor. Upon receipt and acceptance of such a request, the entire reply will be returned to the vendor and not considered unless resubmitted by the due date and time. Vendors may also send a change in a sealed envelope to be opened at the same time as the reply. The ITN number, due date and time should appear on the envelope of the modified reply.

23) OPENING OF SEALED REPLIES

All reply openings are open to the public. Replies will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). The public may attend the opening but may not review any replies submitted until they become public records in accordance with Section 119.07, Florida Statutes.

24) PROPOSED NEGOTIATION PROCESS

The Department intends to negotiate concurrently with competing vendors, as set out below. The participating vendors should be cognizant of the fact that the Department, upon completion of each

step, reserves the right to finalize the negotiation process at any time in the proposed process that the Department determines such selection would be in the best interest of the State. Replies should be prepared to provide a straightforward, concise description of the vendor's ability to meet the requirements and to allow the Department to properly evaluate the vendor's reply.

Step 1) Interested vendors must submit the following by the date, time and location in the Timeline (See Introduction Section 2 Timeline).

- Qualifications Questionnaire - with additional sheets as needed to address and respond to all questions completely (see Special Condition 9)

Step 2) There will be a public meeting of the Technical Review Committee, composed of at least three members, for the purpose of evaluating the initial replies received timely and selecting the short-list of vendors that best meet the requirements of the Department and are reasonably susceptible of award. The Technical Review Committee will prepare a written summary evaluation (see Special Condition 9) to determine the short-list of vendors to proceed to Step 3 in the competitive negotiation process. The public meeting will be held at the date, time and location in the Timeline. The short-list selection of vendors that best meet the requirements of the Department will be posted in accordance with law and rule (see Special Condition 26).

Step 3) The vendors selected for the short-list will each be scheduled to meet with the Technical Review Committee to provide an oral technical presentation of their firm's capabilities and approach to the Scope of Services. These oral technical presentations will be used to present the vendor's approach, and improve understanding about the Department's needs and expectations with questions and answers at the end of the vendor's oral technical presentation. The Technical Review Committee will participate in all presentations. After each oral technical presentation, each individual on the Technical Review Committee will complete a written summary evaluation of each vendor's technical approach, capabilities, and prior relevant experience.

Step 4) Following oral technical presentations by all short-listed vendors, there will be a public meeting of the Technical Review Committee to discuss the oral presentations that were presented. After the public meeting, the project manager may revise the Scope of Services/Specifications, as necessary, to eliminate unnecessary requirements and incorporate innovative ideas and approaches that the project manager believes would benefit the state. Documentation of changes/revisions to the Scope of Services/Specifications, etc., will be retained in the procurement file. All participating vendors will be sent a revised Scope of Services/Specifications and will be asked to submit a written summary of their firm's capabilities and technical approach to the revised Scope of Services/Specifications and a revised price proposal. Documentation of subsequent rounds will be retained in the procurement file.

Step 5) Each participating vendor will be scheduled to meet with the Negotiation Team to review and negotiate both the vendor's technical and price proposals and discuss any issues or problems. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Department. Negotiations must successfully conclude within a maximum of 30 days. The Department reserves the right to discontinue negotiations and move to the next ranked vendor(s), at its choice, if negotiations are not concluded in 30 days.

Step 6) The Negotiation Team will complete a written summary evaluation of each vendor's technical approach, capabilities, prior relevant experience, and price proposal.

Step 7) There will be a public meeting of the Negotiation Team at the date, time and location in the Timeline to make a final selection regarding award of contracts, or make a determination to repeat Steps 4 through 6, if necessary. Documentation of subsequent rounds will be retained in the procurement file.

Step 8) After making the final selection, the Negotiation Team will write a short plain statement for the

procurement file that explains the basis for each vendor's selection and how each vendor's deliverables and price will provide the best value to the state.

Step 9) The intended award will be posted in accordance with law and rule (see Special Condition 26).

Step 10) The Department will contract with the selected vendors.

25) POSTING OF SHORTLIST, RANKING AND / OR INTENDED AWARD

25.1 The Shortlist, Ranking and / or Intended Award, as applicable, will be made to the responsive and responsible vendor(s) which are determined to be capable of providing the best value and best meet the needs of the Department. The Shortlist, Ranking, or Intended Award decision will be announced at the date, time and location in the Timeline.

25.2 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any vendor who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3. If the Department is unable to post as defined above, the Department will notify all vendors by electronic notification on the Florida Vendor Bid System (see special condition 25.2, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

26) AWARD OF THE CONTRACT

Multiple contracts will be established so that work can be assigned by the Department based on consideration of such factors as workload, availability of budget, specific qualifications and/or expertise, availability of key personnel, conflict of interest, or other factors as deemed appropriate by the Department. The Department shall request Vendor services on an as-needed basis. There is no guarantee that any or all of the services described in the Agreement will be assigned during the term of the Agreement. Further, the Vendor is providing these services on a non-exclusive basis. The Department, at its option, may elect to have any of these services set forth herein performed by other Vendors or Department staff. Services will be authorized to begin when the Vendor/Vendors receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) A Standard Written Agreement executed by both parties. Work to be performed will be authorized by individual Task Work Orders issued by the Project Manager.

27) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

28) ATTACHED FORMS

Government Client List Form
 Conflict of Interest Certification
 Anticipated DBE Participation Statement (Form 375-040-63)
 Terms for Federal Aid Contracts (Appendix I)
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

29) ATTACHED TERMS AND CONDITIONS

Standard Written Agreement
 Exhibit "A" – Scope of Services
 Exhibit "B" – Method of Compensation

31) TERMS AND CONDITIONS

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

Special Conditions
 Scope of Services
 Standard Written Agreement
 Introduction Section

The terms and conditions contained in the Standard Written Agreement will become an integral part of the contract resulting from this solicitation, and are non-negotiable. In submitting a reply, the vendor agrees to be legally bound by the Standard Written Agreement terms and conditions, without modification.

32) TERMS AND CONDITIONS**32.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this ITN by reference. Any terms and conditions set forth in this ITN document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this ITN:

Paragraph 31, Dispute Resolution - PUR 1000
 Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

32.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this ITN by reference. Any terms and conditions set forth

in this ITN document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this ITN:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

QUALIFICATIONS QUESTIONNAIRE

INVITATION TO NEGOTIATE #: DOT-ITN-20-9039-SJ

TITLE: Financial Advisor Services

VENDOR: _____ FAX #: _____.

SUBMITTED BY: _____ SIGNED: _____ Date: _____.
(Name Printed) (Signature)

The review/evaluation of the responses to this questionnaire will not be included in decisions beyond determining the initial short-list of vendors to proceed in the ITN process.

=====

P3 Experience

1. Describe the experience of the firm and assigned staff in Public-Private Partnership (P3) transportation projects as addressed in section 334.30, Florida Statutes. Please list and describe two to ten P3 projects in which your firm has been involved, as specified in the following Attachment 1.
2. Describe the experience of the firm and assigned staff in procuring P3 projects including, but not limited to: Assisting in the development of procurement documents, reviewing and analyzing proposals, providing assistance in selecting proposers, or reviewing unsolicited proposals.
3. Choose an example of a P3 project to highlight your approach to collaboration with legal and engineering consultants as well as the public agency's internal project management, legal, and financial contacts. Detail the staffing you provided, either on-site or off-site, and include the number and level of employees involved with the project.
4. Describe your role in negotiations and bringing projects to commercial and financial close.
5. Describe your firm's experience and assigned staff in assisting federal, state, or local governments in developing their P3 procedures, rules, or guidelines.

Qualifications and Financial Expertise

1. Provide resumes for the firm's key personnel (no more than 2 pages each) who would perform the work.
2. Describe your firm's experience and assigned staff with the FDOT, FHWA, TIFIA Program, private activity bonds, private bank financing (including swaps, hedges, and derivatives), tax issues, and/or Section 129 agreements.

3. Describe your expertise with:
 - (1) Financial Plans
 - (2) Cost-benefit or value for money analyses
 - (3) Financial modeling
4. Describe the experience of the firm and assigned staff in providing General Financial Advisory Services in transportation for public sector clients. Please list and describe two to ten projects.
5. Describe the experience of the firm and assigned staff in providing advice regarding municipal/bond markets to public sector clients. Please list and describe two to ten projects in which your firm has been involved in strategic planning for bond deals. Identify any relevant Florida and/or transportation experiences.

Availability

1. Describe your firm's current capacity to perform work for the Department and other clients and your ability to assist with future Public-Private Partnership projects and other financings. Provide information about location of key professionals assigned to FDOT.

References

1. Provide 5 references of the firm that demonstrates experience with the Scope of Services. Please include Company Name, Contact Person, Address, Phone Number and Email in the references and individuals assigned to this engagement.
2. Provide 3 references for each of the key professionals assigned to this engagement that demonstrates experience with the Scope of Services. Please include Company Name, Contact Person, Address, Phone Number and Email in the references.

Conflict of Interest

1. Would you be willing to contract in Florida for the Owner (Florida Department of Transportation, State of Florida) side interests only?

Price

1. Please outline your hourly rates proposal for key staff (Personnel Classifications and Hourly Billing Rates should be entered on the attached Exhibit C - Price Proposal Form). How would you collaborate with the FDOT to identify cost saving strategies or methodologies within your pricing

Attachment 1

Client	Type of P3	Project Name and Brief Project Description (Provide dates of service, describe your firm's role and list key staff assigned)	Total Estimated Design and Construction Cost of Project	Close Date or Anticipated Close Date

EXHIBIT C - PRICE PROPOSAL FORM

RFP Number: DOT-ITN-20-9039-SJ

RFP Title: Financial Advisor Services

Services to be provided as specified in attached Exhibit "A", Scope of Services.

Personnel Classification	Hourly Billing Rate**

*If additional spaces are needed for the Personnel Classifications, Respondents may print multiple copies of this form. Please ensure each page is filled out and signed.

**The Hourly Billing Rate shall include the costs of salaries, overhead, fringed benefits and operating margin.

RENEWAL: see Special Condition 27).

THE UNIT RATE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

MFMP Transaction Fee: All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the respondent acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the respondent. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

EXHIBIT "A"
Financial Advisor Services
Scope of Services

I. Purpose

The Department requires Financial Advisor services to support the Department's programs and projects on an as-needed basis in the following areas: 1) Public-Private Partnership (P3) financial advisor services, 2) Innovative Financing Alternatives, 3) Bond sizing/pricing scenarios, and 4) General financial advisor services.

II. Management of Services and Assignment of Work

The Department shall request Financial Advisor services on an as-needed basis, as deemed appropriate by the Department, and work to be performed will be authorized by individual Task Work Orders. The Financial Advisor's work will be managed by a Department Project Manager, who will provide a Scope of Services for each project to be performed. The Financial Advisor, following the Scope of Services provided by the Department's Project Manager, shall prepare an estimate of work and price that does not exceed the billing rates established in this Agreement, plus actual allowable expenses. Once an acceptable Lump Sum Amount or Maximum Amount has been agreed to by the Financial Advisor and the Department's Project Manager, a Task Work Order shall be issued by the Project Manager. The Financial Advisor shall be aware that multiple Task Work Orders can be open concurrently and that there is no guarantee that any or all the services described in the Agreement will be authorized during the term of this Agreement. Task Work Orders shall be completed during the term specified in the Task Work Order, but may not extend beyond the ending date of the original Agreement unless an amendment to the Agreement extending the term is executed.

The Financial Advisor shall provide qualified professional and technical personnel to perform the work authorized by each Task Work Order. The Financial Advisor is authorized to subcontract any of the assigned services with written approval from the Department's Project Manager. The Financial Advisor agrees to execute all computer access agreements and required forms that will be necessary to allow the Financial Advisor access to the Department's computer network and information resources for any work to be performed under this contract.

The services performed by the Financial Advisor shall be in compliance with all applicable published Department standards, guidelines, and policies, Florida Statutes, and Florida Administrative Code. It shall be the Financial Advisor's responsibility to acquire and utilize the necessary Department standards and guidelines that apply to the work required to complete any task.

III. Deliverables

The Financial Advisor shall provide the services as identified in each Task Work Order issued and shall, each month, provide the Department's Project Manager with a monthly progress report which documents the activities accomplished and details the staff hours and services performed during the month for each active Task Work Order on which work was performed. The Financial Advisor shall also submit to the Department each month an invoice for each active Task Work Order. The invoice shall reference the Task Work Order number, date(s) services provided, details of fees and expenses, and a total invoice amount. The invoice must be submitted by the 10th of the following month of activity. The monthly progress reports shall be the basis for evaluation and processing of invoices for payment, so they must be received with or before the corresponding invoices, or the invoices will be rejected. Upon approval and acceptance of the invoiced services and deliverables, the Department's Project Manager shall recommend further processing of invoice for payment by the Department.

IV. Invoices and Payment

The Financial Advisor shall be paid up to the Lump Sum or Maximum Amount of each Task Work Order issued for services performed. Payment shall be made at the hourly billing rates agreed to for each Task Work Order and as approved by the Department. The Financial Advisor will actively maintain Task Work Order balances and ensure sufficient funds remain on Task Work Orders to bill hours. The hourly billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin. The invoice shall include documentation of hours provided and itemization of costs incurred (including receipts). If travel is authorized, s. 112.06, Florida Statutes apply and the Department's Contractor Travel Form is required. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be Task related and not include items normally associated with overhead which is part of the billable rates.

V. Description of Services

The following tasks may be assigned to the Financial Advisor:

P3 Financial Advisor Services

- Assist in the transactional and technical aspects of implementation of the P3 program.
- Provide cost effectiveness and feasibility studies to evaluate project delivery alternatives.
- Assist with developing or reviewing finance plans or financial models.
- Assist with public sector comparator and value for money analyses.
- Aid in the development of stakeholder presentations.
- Participate in interactions and negotiations with the private sector including industry forums, one-on-one meetings and question and answer communications.
- Analyze financing and funding alternatives to improve financial marketability of the project.
- Assist with the evaluation of P3 options.
- Assist with P3 procurements including developing procurement documents, providing evaluation training, reviewing and analyzing financial qualifications and proposals, providing commentary to assist with proposer selection or reviewing unsolicited proposals.
- Collaborate with legal and engineering consultants as well as the Department's internal project management, legal and financial contacts.
- Provide expertise with public and private funding and financing partners and instruments including USDOT, FHWA, TIFIA, private activity bonds, private equity, taxable bonds, private bank financing and tax issues.
- Assist in bringing projects to financial and commercial close.
- Assist in developing P3 policy, procedures, rules or guidelines.

General Financial Advisor Services

- Act in the capacity of financial advisor to the Department by providing advice on finance-related issues, including development of short-term or long-term finance strategies and plans of finance for individual projects.
- Review and analyze alternatives for cost-effective financing of projects.
- Review and report on the feasibility of using new or innovative financing techniques.
- Assist with project financial evaluations including, but not limited to: NPV, IRR, and cost-benefit calculations.

- Provide financial advice regarding market conditions and trends, financial products, third party alternative financing and special facility financing, and keep the Department abreast of market developments and financing techniques.
- Assist the Department with the State Infrastructure Bank program in setting guidance, reviewing loan applications and providing credit analysis.
- Provide bond sizing/pricing scenarios to assist with potential debt source of financing options.
- Provide peer reviews of financial analysis.
- Provide financial modeling and financial model reviews.
- Review and comment upon proposed legislation and assist in development of proposed legislation that may affect the financial operations of the Department.
- Provide other financial analysis duties as assigned by the Department.

Debt Financial Advisor Services

- Advise the Department on matters relating to the municipal bond market conditions and outlook, peer organization trends, innovations and outlook, including but not limited to, new issues, refundings, new products, market trends, investor preferences, and perform analysis related to such matters.
- Advise and assist the Department on actions that would help improve interest rates and ratings for bond sales.
- Analyze proposed financing, including funding alternatives to improve marketability, and recommend the best method of marketing consistent with current economic and market conditions.
- Advise the Department on rating agency matters, including evaluation of departmental or state changes in rating agency criteria that could affect the existing rating and requirements (debt service coverage ratios). Assist in the preparation of presentations to rating agencies to ensure that the Department's current credit ratings are retained or improved.
- Advise the Department on regulatory constraints imposed by Congress and the U.S. Treasury including but not limited to IRS, SEC and MSRB rules and policies.
- Advise and assist in drafting legislation necessary to improve debt issuance and management.
- Review and evaluate financing options and other innovative products, financial feasibility studies, legal documents, and pricing of any financing and any escrow.

VI. Conflict of Interest

FDOT has developed policy number 001-375-020, entitled "Public Private Partnership (PPP) Conflicts of Interest" to provide guidance to firms and individuals directly or indirectly performing services for FDOT in connection with either solicited or unsolicited P3 Projects. All firms and individuals performing work or contemplating the performance of work for FDOT on P3 Projects are also expected to understand and comply with existing FDOT conflicts of interest policies and Florida law, including laws related to conflicts of interest. FDOT policy number 001-375-020 is available at:

<https://fdotewp2.dot.state.fl.us/ProceduresInformationManagementSystemIntranet/Procedures/ViewStaticDocument?topicNum=001-375-020>

A Conflict of interest is defined as a circumstance arising out of the existing or past activities, business interests, contractual relationships, or organizational structure of a consultant, proposer, or developer, where:

- (A) the private entity is or may be unable to give impartial assistance or advice to the Department;
- (B) the private entity's objectivity in performing the scope of work sought by the Department is or might be otherwise impaired;
- (C) the private entity has an unfair competitive advantage;

- (D) the private entity's performance of services on behalf of the Department provides or may provide an unfair competitive advantage to a third party; or
- (E) there is a reasonable perception or appearance of impropriety or unfair competitive advantage benefiting the private entity or a third party as a result of the private entity's participation in a P3 project.

(1) This subsection prescribes Department policy on conflicts of interest relating to consultants and subconsultants participating in the P3 program, and thereby:

- (A) protects the integrity and fairness of the program and all procurements carried out by the Department as part of the program;
- (B) avoids circumstances where a consultant, proposer, or developer obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a consultant or subconsultant;
- (C) provides guidance to private entities so they may assess, and make informed business decisions concerning their participation in the program; and
- (D) protects the Department's interests and confidential and sensitive project-specific and programmatic information.

(2) Financial services related to private sector entities.

A consultant actively engaged and performing financial services with respect to the Department's P3 program or projects may not be a proposer or participate as an equity owner, team member, consultant, or subconsultant of or to a proposer for any other P3 project procured under Section 334.30, Florida Statutes, or have a financial interest in any of the foregoing entities with respect to any P3 project procured under Section 334.30, Florida Statutes. Consultants and subconsultants that will be actively engaged in performing financial services for projects assigned under the Department's procurements under Section 334.30, Florida Statutes will be required to sign the attached Conflict of Interest Certification, attached hereto and made a part hereof.

(3) Financial services related to government entities in Florida.

A consultant actively engaged in providing financial advisor services for other government entities in Florida must identify each client relationship on the attached Government Client List Form. Consultants and subconsultants that will be actively engaged in performing financial services for other public entities will be required to disclose such work on an annual basis and identify potential conflicts prior to accepting a task work order.

Government Client List Form

Please list all governmental entities for which your firm (as a primary or sub-contractor) has provided services in the last 10 years. Florida entities should be listed first.

Name of Governmental Entity	Location	Name of Project(s)

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR
DOT-ITN-20-9039-SJ**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I realize that if I am involved in the development of a specification/scope of work or the development of selection criteria to be used for evaluation in a procurement of a commodity/service, my firm cannot compete in that procurement

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Print Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-ITN-20-9039-SJ
DMS Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into on _____ by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with Financial Advisor Services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Assistant Secretary, Finance Administration

2. TERM

- A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or three years, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by three years after date of contract execution or date of termination, whichever occurs first.

Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the

funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$_____ per person and \$_____ each occurrence, and property damage insurance of at least \$_____ each occurrence, for the services to be rendered in accordance with this Agreement

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:

- The following provision is not applicable to this Agreement:

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall 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 Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # _____**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

EXHIBIT "B"

METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Task Work Order" will be issued for each project scheduled.

3.0 COMPENSATION:

There is no Budgetary Ceiling; funds will be encumbered for each Task Work Order.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

For each "Task Work Order" (TWO) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C", and allowable expenses. **Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Task Work Order" shall be issued by the Project Manager. The Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Task Work Order"**. All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Vendor is required to submit a monthly progress report and shall submit monthly invoices (3 copies) in a format acceptable to the Department by the 15th of every month. Failure to timely submit a monthly progress report and invoice shall result in a penalty assessment as follows: The Vendor shall be assessed a non-compliance financial consequence equivalent to 1% of the total invoice amount. The reduction shall be applied to the invoice for the then-current billing period. For the satisfactory **performance** of the services detailed in each TWO, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made, for the services provided, at the unit billing rates specified in Exhibit "C", as approved by the Department. The contract billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. **Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts)**. Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager shall be submitted in accordance with Section 112.061, Florida Statute.

Invoices shall be submitted to: Florida Department of Transportation
Office of Project Finance
Attn: Jacki Churchill
605 Suwannee Street, MS 10
Tallahassee, Florida 32399-0450

Invoices may also be submitted electronically to: jacki.churchill@dot.state.fl.us

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: DOT-ITN-20-9039-SJ

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
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 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
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6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: DOT-ITN-20-9039-SJ

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE subcontractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

ITN CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Vendors in the preparation of their ITN response. Included are some important matters that the vendor should check. This checklist is just a guideline, and is not intended to include all matters required by the ITN. Vendors are responsible to read and comply with the ITN in its entirety.

Check off each the following:

- ___ 1. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the ITN requirements.
- ___ 2. Replies to the Qualifications Questionnaire (one (1) original, five (5) copies, and one USB Drive) has been completed, as specified, and enclosed in the ITN response.
- ___ 3. Exhibits and Forms have been reviewed, completed and enclosed in the ITN response.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response, if applicable
- ___ 5. The Federal Employers Identification Number has been entered in the space provided.
- ___ 6. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the ITN response.
- ___ 7. The ITN response must be received, at the location specified, prior to the Opening Date and Time designated in the ITN.
- ___ 8. On the Lower Left-Hand Corner of the Envelope transmitting your ITN response, write in the following information:

ITN No.: DOT-ITN-20-9039-SJ

Title: Financial Advisor Services

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION