

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

ADVERTISEMENT

REQUEST FOR PROPOSAL STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA'S TURNPIKE ENTERPRISE

Sealed Request for Proposals will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on August 28, 2012**, for the following project:

BID NO. RFP-DOT-12/13-8001-KB

SCOPE OF SERVICES: The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") under this agreement requires a Vendor that is recognized and approved by the PCI Security Standards Council to provide Payment Card Industry (PCI) required services for a Level 1 merchant. These services will be required on an annual basis. Any additional services above and beyond the minimum PCI Data Security Standards (DSS) to ensure an annual passing report of compliance are welcomed.

Vendor's Minimum Requirements

- Vendor must be a PCI DSS Qualified Security Assessor (QSA), PCI Approved Scanning Vendor (ASV), and be or subcontract a qualified forensic expert that is a Visa-approved Qualified Incident Response Assessor (QIRA). All subcontractors must be approved by the Department.
- Vendor must be authorized to do business in the State of Florida.
- All work performed must be in accordance with PCI specified procedures for the PCI annual onsite security audit, including, but not limited to, the PCI DSS Security Audit Procedures.
- The Vendor must provide PCI specified services for meeting or exceeding the PCI DSS Requirements 11.2, 11.3, 6.6 and 6.5 in Attachment B.
- All deliverables must be in accordance with PCI specified requirements with all reports being acceptable by the onsite PCI auditor and acquiring bank.
- All work performed and deliverables must be kept confidential per a Non-Disclosure Agreement, see Attachment A.
- Vendor must have completed at least two (2) successful PCI audits for Level 1 merchants in the last twelve (12) months.
- Vendor must provide at least one (1) reference (Level 1 merchants) in which PCI on-site assessment was performed.
- Vendor must submit sample resumes of the consultant providing such service (i.e. QSA, ASV, and Forensic analyst). All auditors expected to work under this Contract are required to have a minimum four (4) of years of information security experience and at least two (2) years as a QSA.
- Vendor must submit a sample report of each type of deliverable proposed.
- Vendor must provide a sample of PCI scoping methodology.
- Vendor must provide a secure method of transmitting/exchanging documentation.
- Vendor must provide for processes and methods to protect Department's confidential information via escrow or other Vendor proposed methods.

The Department will investigate carefully to determine if the vendor is responsive, responsible and qualified in the area of work contemplated by this contract.

HOW TO APPLY: Prospective bidders may obtain a complete Request for Proposal (RFP), by COPYING this link to their browser: http://myflorida.com/apps/vbs/vbs_www.search_rl_matching_ads_page .or emailing Ms. Karen Bracy, FDOT Turnpike Enterprise, at karen.bracy@dot.state.fl.us. **Please reference the RFP number in the subject box when making a request via email..**

MANDATORY PRE-PROPOSAL MEETING: The Department will convene a **MANDATORY PRE-PROPOSAL MEETING** for this Request for Proposal (RFP) on **August 2, 2012, at 01:00 P.M.** The Proposer's have two (2) options. The meeting will be held via video conference in the Turnpike Enterprise Headquarters Office, located on Florida's Turnpike M.P. 263, Turkey Lake Service Plaza Bldg. 5315, Auditorium B, (407)-532-3999 and the Turnpike SunPass® Service Center, 7941 Glades Road, Boca Raton, Florida 33434, Room 136, (561) 470-6600. **FAILURE OF A PROPOSER TO BE IN ATTENDANCE, AT ONE OF THE LOCATIONS MENTIONED, FOR THE MANDATORY PRE-PROPOSAL MEETING WILL RESULT IN REJECTION OF THE PROPOSAL.**

The Department reserves the right to reject any or all proposals.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

Under "Everything for Vendors and Customers" Click on "Vendor Bid System (VBS)"

Under "Vendor Bid System" Click on "Search Advertisements"

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
Contractual Services Office
P. O. Box 613069
Ocoee, Florida 34761- 3069

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
TO THE ABOVE ADDRESS OR FAX TO (407) 264-3058, ATTN: KAREN BRACY

RFP Number: RFP-DOT-12-13-8001-KB

Proposal Due Date & Time: August 28, 2012 at 2:30 P.M.

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (407) 264-3058, or mail to the address noted above.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Initiate Search). It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax Number: (____) _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: Karen Bracy at (407) 264-3696

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



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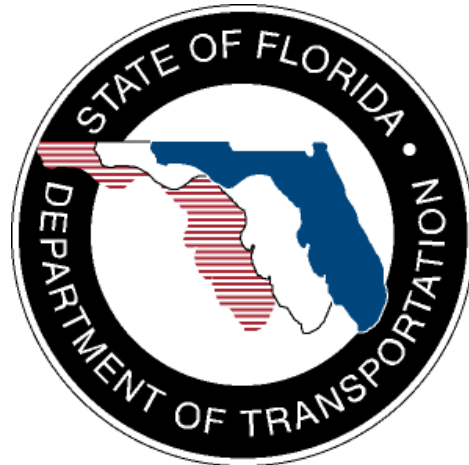
PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

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**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**ITB-DOT-12/13-8001-KB
PAYMENT CARD INDUSTRY (PCI) SERVICES**

FPI No. 423249-1-32-01

MAIL BIDS, ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

**Ms. Karen Bracy
Florida Department of Transportation
Florida's Turnpike Enterprise
P. O. Box 613069
Ocoee, FL 34761-3069
Phone: (407) 264-3696
Fax: (407) 822-5821
Email: karen.bracy@dot.state.fl.us**

SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

**Ms. Karen Bracy
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No., 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069**

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide Payment Card Industry required services for a Level 1 merchant. It is anticipated the term of the contract will begin in October, 2012 and be effective for two years with renewal options.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) SCHEDULE OF EVENTS

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 RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

ACTIVITY	DATE	LOCATION/TIME
Mandatory Pre-Proposal Meeting For Interested Firms, two locations. (Notes 3) Bring a copy of the package to the meeting.	August 2, 2012	Turnpike Enterprise Headquarters Auditorium B or Turnpike SunPass® Service Center Room 136 at 01:00 p.m. (Note 2 and Note 4))
Deadline for Technical Questions (there is no deadline for administrative questions)	August 9, 2012	Via email to karen.bracy@dot.state.fl.us by 5:00 p.m.
Submission of Sealed Proposals (Technical & Price proposals in separate sealed packages) (Note 1 & 3)	Tuesday, August 28, 2012	Turnpike Enterprise Headquarters at 2:30 p.m. (Note 2)
Opening of Sealed Technical Proposals (Notes 2 & 3)	Tuesday, August 28, 2012	Turnpike Enterprise Headquarters at 2:30 p.m. (Note 2)
Posting of Intended Award	Tuesday, September 18, 2012 through Friday, September 21, 2012	Internet/ Vendor Bid System at 4:30 p.m.

NOTES:

Note 1 - It is the proposer's responsibility to assure that the proposal is delivered to the proper place on or before the Bid Due date and time. Proposals which for any reason are not so delivered will not be considered.

Note 2 - The Turnpike Enterprise Headquarters address is **Florida's Turnpike M.P. 263.0, Turkey Lake Service Plaza, Ocoee, Florida 34761.**

Note 3 - All meetings listed in the Schedule of Events, are open to the public.

Note 4 - The Turnpike SunPass Service Center address is **7941 Glades Road, Boca Raton, Florida 33434.**

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Mandatory Pre-Proposal Meeting

Agenda for Pre-proposal Meeting for RFP-DOT-12/13-8001-KB

Starting Time: see "Schedule of Events"

- Review the Scope and answer any questions regarding the proposal process.
- Adjourn

Agenda – Opening of Sealed Proposals

Agenda for Submission of Sealed Proposals for RFP-DOT-12/13-8001-KB

Starting Time: see "Schedule of Events"

- Announce the firms that submitted proposals.
- Count the Technical Proposals.
- Adjourn

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal 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).

S P E C I A L C O N D I T I O N S

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 22). All prospective proposers 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 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

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 Request for Proposal 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 Schedule of Events. The Department's written response to written inquiries submitted timely by proposers 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 RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Karen Bracy, karen.bracy@dot.state.fl.us, with RFP-DOT-12/13-8001-KB referenced in the subject box.

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: 407-264-3696

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

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 RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All addenda will be acknowledged by signature and subsequent submission of addenda with

proposal when so stated in the addenda.

5) **DIVERSITY ACHIEVEMENT**

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) **SCOPE OF SERVICES**

Details of the 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.

7) **IN-STATE PRICE PREFERENCE**

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid, proposal, or reply is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this competitive solicitation. **A vendor whose principal place of business is located outside the state of Florida, must accompany their bid response documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts.**

8) **INTENDED AWARD**

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 31, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Schedule of Events. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

9) **MANDATORY PRE-PROPOSAL CONFERENCE**

A MANDATORY pre-proposal conference will be held at the date, time and location in the Schedule of Events. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential proposers regarding the scope of services, RFP requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting addenda to the RFP will be the sole prerogative of the Department.

Attendance at this pre-proposal conference is MANDATORY. Failure by a proposer to attend or be connected in via teleconference or be represented at this pre-proposal conference will constitute a non-responsive determination of their proposal package. Proposals found to be non-responsive will not be considered.

10) **QUALIFICATIONS**

10.1 **General**

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

10.2 **Qualifications of Key Personnel**

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

10.3 **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 proposal 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

10.4 **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 proposal 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

10.5 **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.

11) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

12) LIABILITY INSURANCE

(X) No general liability insurance is required.

13) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

14) METHOD OF COMPENSATION

Details of the method of compensation, for the Vendor are described in Exhibit "B", Method of Compensation, attached hereto and made a part hereof.

15) 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. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

16) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer'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 proposal.

17) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal 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, 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.

18) 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.

19) SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

RFP responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

20) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

21) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written addenda issued by the Department.

22) RESPONSIVENESS OF PROPOSALS

22.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered.

Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

22.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

22.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, 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. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsive. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

23) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-12/13-8001-KB
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-12/13-8001-KB
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

23.2 Technical Proposal (Part I) (4 copies 1 original) (Do not include price information in Part I)

The Proposer must submit one (1) original and (4) copies of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-12/13-8001-KB"

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than ten (10) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains the understanding of the technical requirements and the approach used for the proposed services.

a. Understanding the Technical Requirements

The Proposer should explain their overall understanding of the contract requirements for the services and the Personal Confidential Information per PCI Level 1 standards.

b. Proposed Services

The Proposer should explain the overall approach used to accomplish the required tasks based upon the proposed services and specific techniques.

4. ASSESMENT DOCUMENTATION

- a. Initial Report on Compliance (IROC) and Report on Compliance (ROC)
- b. Network Pen Test Plan
- c. Network Pen Test Details Report
- d. Web/App Pen Test Plan
- e. Web/App Pen Test Detailed Report
- f. Detailed Network Scanning Reports
- g. Forensic Impact assessment, remediation plans and reports

23.3 Price Proposal (Part II) (1 copy and 1 original)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-12/13-8001-KB". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

23.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

24) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

25) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal 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.

26) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer 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 Request for Proposals, Number RFP-DOT-12/13-8001-KB - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

27) COSTS INCURRED IN RESPONDING

This Request for Proposal 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 proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

28) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX)

**Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
Attn: Karen Bracy
Reference RFP-DOT-12/13-8001-KB on the package**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place on or before the Proposal Due date and time (See Introduction Section 2 Schedule of Events). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

29) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

30) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Schedule of Events. Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Schedule of Events.

31) PROPOSAL EVALUATION

31.1 Evaluation Process:

A Technical Review team will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The Technical Review team will be comprised of at least three persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the Technical Review team a copy of each technical proposal. The Technical Review team members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. The independent evaluations will be sent to the Procurement Office and averaged for each vendor.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

31.2 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 30, Proposal Openings. The Procurement Office and/or the Project Manager/Technical Review team will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/Technical Review team will assign points based on price evaluation criteria identified herein.

31.3 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (70 Points)

Technical evaluation is the process of reviewing the Proposer's Executive Summary, Management Plan, Technical Plan and Assessment Documentation for understanding of project, qualifications, approach and capabilities, to assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Executive Summary	5
2. Management Plan	10
3. Technical Plan	40
4. Assessment Documentation	15

b. Price Proposal (30 Points)

Price evaluation (maximum of 30 points) is the process of examining a Proposer's price. The Proposer's price for the initial two (2) years, including the renewals years three (3), and four (4), will be evaluated using present value methodology as required by section 287.0572(2), Florida Statutes. A present value discount rate of .22 % shall be used in the evaluation. The price analysis will be conducted by a comparison of the present value of each Proposer's proposal. The criteria for price evaluation shall be based upon the following formula:

$$\frac{(\text{Low Present Value Price} / \text{Proposer's Present Value Price}) \times \text{Price Points (30)}}{\text{Price Points}} = \text{Proposer's Total Price Points}$$

32) POSTING OF INTENDED DECISION/AWARD

32.1 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 Schedule of Events, and will remain posted for a period of seventy-two (72) hours. Any proposer 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, 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.

32.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 32.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

32.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

33) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

34) ATTACHED FORMS

- Form 1 – Certification of Experience Documentation (two pages)
- Form 2 – Drug-Free Workplace Program/ Vehicle Registration/Notice to Sublet Certification
- Form 3 - Asbestos Notification
- Form 4 - Scrutinized Companies Lists (proposals of \$1 million or more)
- Form 5 - Corporate Resolution (If person signing for the firm is someone other than the Owner or President, a copy of the Corporate Resolution granting signature authorization must be furnished with the Technical Proposal.)

35) ATTACHMENTS

- Attachment A – Non-Disclosure Agreement
- Attachment B – Payment Card Industry Data security Standard
- Attachment C – Visa Fraud Control and Investigations Procedures
- Attachment D – Certification Disbursement of Previous Payments
- Attachment E – Certificate of Completion

36) ATTACHED TERMS AND CONDITIONS

- Standard Written Agreement
- Special Conditions
- Scope of Services, Exhibit "A"
- Method of Compensation, Exhibit "B"
- Price Proposal, Exhibit "C"
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

37) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Request for Proposal:

- Paragraph 3, Electronic Submission – PUR 1001
- Paragraph 4, Terms and Conditions – PUR1001
- Paragraph 5, Questions – PUR 1001
- Paragraph 31, Dispute Resolution - PUR 1000

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



PUR1000

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

State of Florida
PUR 1000
General Contract Conditions

Contents

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38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

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

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

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

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

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

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

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

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

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

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

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

F.S.

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

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

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

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

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

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

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

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

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the

location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

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

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

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

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the

Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

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

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

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

Indemnity paragraph contain in this agreement.

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

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

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or

other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

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

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

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

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

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

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the

Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

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

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

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

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other

agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

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

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

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

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

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

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract 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 contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other

documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



PUR1001

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

State of Florida
PUR 1001
General Instructions to Respondents

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

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

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

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,

- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

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

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.

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

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during

the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

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

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

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

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

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

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

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

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

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive

solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

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

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

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

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

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



FORMS

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of _____,
(Print/Type Name) (Title)

_____, hereby certify that this Company has been in
(Name of Business)
business for a minimum of 5 years. Vendor must provide at least one (1) reference (Level 1 merchant) in which an
PCI On-site Assessment was performed

As I have indicated experience above, I now submit the following list of business and client references that will attest to
our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise
to inquire for references as to my performance.

Signature: _____ Date: _____

Name of Business: _____

Note: Describe your work experience in detail for the minimum period required, beginning with your current or most
recent project. Use a separate block to describe each project. (Attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () ____ - _____ Fax: () ____ - _____

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

**DRUG-FREE WORKPLACE PROGRAM,
VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
NOTICE OF INTENT TO SUBLET**

I, _____, _____
(Name) Owner, President, Vice President or Designated Officer (Corp. Resolution**) (Title)

of _____, hereby certify that;
(Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, F.S.

B. Vehicle Operator License & Vehicle Registration

All operators driving Bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 F.S., and further states that all vehicles operated, or caused to be operated by said Bidder;

- Meet the financial responsibility requirements in accordance with Chapter 324 F.S., and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 F.S, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 F.S., and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

We ____ (do) ____ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractors</u>	<u>Percent</u> *	<u>MBE</u> (Y) or (N)
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

*Percentage must not be for more than 20% of contract total

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution**)

**If person signing the form is someone other than the Owner, President, or Vice President a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

TO: All Contractors
FROM: Turnpike Asbestos Coordinator
(954) 975-4855
Pompano Beach, Florida
SUBJECT: ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

It is possible that you may encounter Asbestos-containing materials (ACM) while working in State-owned buildings since ACM are present in many of these buildings. The presence of ACM does not necessarily mean that a hazard exists. However, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid disturbance of ACM.

Prominently posted in each building is an "Occupant Notification" which summarizes known locations of ACM in that building. An Operations and Maintenance (O & M) plan has been developed for these known locations of ACM. Since the known locations may or may not include all ACM, workers must exercise caution and be watchful for materials that might contain asbestos. You must avoid inadvertently disturbing ACM or suspected ACM as you carry out your work.

If you need additional information regarding ACM in a particular building or would like to see a copy of the O & M Plan, contact the Building Asbestos Contact Person (BACPer) responsible for that building or the Turnpike Asbestos Coordinator. The specific designated BACPer (name and telephone) is listed on the "Occupant Notification".

If your work necessitates the disturbance of ACM, you shall take all precautions necessary to protect human health and the environment from asbestos fibers. At a minimum, you must use the procedures found in the O & M Plan; comply with all federal, state and local laws governing work with asbestos; assure that your employees are medically certified, trained and equipped with the proper personal protective devices for safe handling of ACM; and ensure that all employees performing work with ACM related to State-owned buildings execute a "Certificate of Worker's Acknowledgment" prior to beginning work. Immediately upon inadvertently or before disturbing ACM in any State-owned building you must notify the designated BACPer.

ACKNOWLEDGMENT OF ASBESTOS WARNING

I, _____ (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) _____ (Title)
of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

Asbestos-Containing Materials (ACM) Information for Turnpike Facilities and information on how to contact the Building Asbestos Contact Person (BACPer), for information regarding how to find out where asbestos-containing materials are located and how to avoid any contact with ACM.

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution*)

* If person signing for the Business is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

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. 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: _____

CORPORATE RESOLUTION OF

(recite name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$ _____), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

NOW THEREFORE, IT IS RESOLVED, that _____ (name and title of authorized officer; (e.g., John Doe, Division Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$ _____), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the _____ day of _____, 20__, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this _____ day of _____, 20__.

Signature of Secretary

Name of Secretary printed or typed

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 423249-1-32-01

F.E.I.D. No.: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to 216.313, F.S. _____
(required for contracts in excess of \$5 million)

Procurement No.: RFP-DOT-12/13-8001-KB

D.M.S. Catalog Class No.: 973-247

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, _____, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection to provide Payment Card Industry (PCI) required services for a Level 1 merchant, 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 Status, 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

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

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 as selected below, 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 within two years 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 two (2) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- 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 shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; 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 shall 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 Section 215.422(14), Florida Statutes.
- 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, and Chapter 3- Travel, Department’s Disbursement Operations Manual, 350-030-400.
- 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 person 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 provision 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 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 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 therefore.
- 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 Agreement. 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 allow public access to all documents, paper, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed 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 the 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 a 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. 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.

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. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement 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(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4), 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 cost 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 Section 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, representative, 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 subcontract 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 actions 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 Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. 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.

J. Time is of the essence as to each and every obligation under this Agreement.

K. The following attachments are incorporated and made a part of this agreement:

Exhibit “A”, Exhibit “B”, Attachments, Exhibit “C”, PUR1000 and PUR1001

L. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Diane Gutierrez- Scaccetti
(Print/Type)

Title: _____

Title: Executive Director and C.E.O.

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



EXHIBIT "A"

SCOPE OF SERVICES

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

EXHIBIT "A"
SCOPE OF SERVICES
PAYMENT CARD INDUSTRY (PCI) SERVICES

1. INTRODUCTION

1.1 Description of Services

The Florida Department of Transportation, Turnpike Enterprise, hereinafter referred to as the "Department," requires a Vendor that is recognized and approved by the PCI Security Standards Council to provide Payment Card Industry (PCI) required services for a Level 1 merchant. These services will be required on an annual basis and are described in this Exhibit. Any additional services above and beyond the minimum PCI Data Security Standards (DSS) to ensure an annual passing report on compliance are welcomed.

2. BACKGROUND

Florida's Turnpike is a four hundred and sixty (460) mile toll road, consisting of a three hundred and twenty (320) mile mainline, extending from Wildwood in central Florida to Miami, and several expansion projects, totaling one hundred and forty (140) miles, in operation in Central Florida, the Tampa Bay region and Broward County.

House Bill (HB) 261, signed by former Governor Bush on April 11, 2001, created Florida's Turnpike Enterprise, merging the Department's Office of Toll Operations, which collects the toll revenues, with the Turnpike System into a single administrative unit.

The SunPass® Program is an innovative electronic toll collection system in use by the State of Florida and was originally created by the Florida Department of Transportation's Florida's Turnpike.

For the past four (4) years, the Department has obtained its PCI Level 1 merchant Report on Compliance (ROC). In 2011 the Department had over ninety-one thousand (91,000) credit card transactions per day (approx. thirty-three million (33,000,000) transactions per year), revenues exceeded six hundred sixty five million dollars (\$665,000,000) and to date has sold over six million (6,000,000) transponders through the SunPass® pre-paid tolling program.

The Department operates a medium-sized heterogeneous IT environment with approximately four thousand (4,000) nodes in total. Its major operating platforms/systems are Solaris and Windows. There are two (2) call centers with access to the card holder data (Boca Raton and Orlando, Florida). The Boca Raton call center has approximately one hundred and fifty (150) agents and the Orlando call center approximately two hundred and twenty (220) agents. The IT staff which is primarily located in Boca Raton has approximately one hundred (100) people. Approximately three hundred (300) people have concurrent access to the databases.

The Department accepts credit card payments, on-line, by mail, over the phone, and in person for:

- SunPass® pre-paid tolling program
- All Electronic tolling invoices
- Tolling violations

Facilities

SunPass® primary data center, call center and IT department are located in Boca Raton, Florida. A small operations/service center called Snapper Creek is located in Miami, Florida. Additionally there are two (2) other locations in Orlando, Florida housing card holder data. The Orlando call center and the Orlando data center – the Department’s disaster recovery site.

3. ASSUMPTIONS/CONSTRAINTS

- 3.1 Work will be commencing within the third calendar quarter of 2012. The Department will select the start date and provide approximately one (1) month lead time.
- 3.2 Vendor must be a PCI DSS Qualified Security Assessor (QSA), PCI Approved Scanning Vendor (ASV), and be or subcontract a qualified forensic expert that is a Visa-approved Qualified Incident Response Assessor (QIRA). All subcontractors must be approved by the Department.
- 3.3 Vendor must be authorized to do business in the State of Florida.
- 3.4 All work performed must be in accordance with PCI specified procedures for the PCI annual onsite security audit, including, but not limited to, the PCI DSS Security Audit Procedures.
- 3.5 The Vendor must provide PCI specified services for meeting or exceeding the PCI DSS Requirements 11.2, 11.3, 6.6 and 6.5 in Attachment B
- 3.6 All deliverables must be in accordance with PCI specified requirements with all reports being acceptable by the onsite PCI auditor and acquiring bank.
- 3.7 All work performed and deliverables must be kept confidential per a Non-Disclosure Agreement, see Attachment A.
- 3.8 Vendor must have completed at least two (2) successful PCI audits for Level 1 merchants in the last twelve (12) months.
- 3.9 Vendor must provide at least one (1) reference (Level 1 merchants) in which PCI on-site assessment was performed.
- 3.10 Vendor must submit sample resumes of the consultant providing such service (i.e. QSA, ASV, and Forensic analyst). All auditors expected to work under this Contract are required to have a minimum four (4) of years of information security experience and at least two (2) years as a QSA.
- 3.11 Vendor must submit a sample report of each type of deliverable proposed.

3.12 Vendor must provide a sample of PCI scoping methodology.

3.13 Vendor must provide a secure method of transmitting/exchanging documentation.

3.14 Vendor must provide for processes and methods to protect Department's confidential information via escrow or other Vendor proposed methods.

4. SCOPE OF SERVICES

To be eligible, the work must be performed by a QSA and an ASV that is recognized by the PCI Security Standards Council.

(https://www.pcisecuritystandards.org/approved_companies_providers/qualified_security_as_sensors.php and https://www.pcisecuritystandards.org/approved_companies_providers/approved_scanning_vendors.php).

The Department's objective is to meet all requirements set by the PCI DSS that require an external or third-party service

(https://www.pcisecuritystandards.org/security_standards/documents.php).

The Department reserves the right to select which services are to be executed by the Vendor on an annual basis. The following are being procured at a fixed price per service:

- PCI On-site Audit Services (by a QSA) that include assistance with defining the scope of the assessment.
- Penetration Testing External and Internal to meet PCI DSS requirement 11.3.
- Application Vulnerability Assessments needed to meet requirement 6.6 and 6.5. see Attachment B.
- Quarterly network scanning services (by an ASV) to meet PCI DSS requirements 11.2 and 11.2.2 (external) see Attachment B..
- Forensic Security Services (retainer).

Forensic Security Services and PCI audit services (remediation consulting) will require a fixed price with a fixed hourly rate if additional hours outside of defined scope are required.

A detailed report as described below will be required at the conclusion of each service. The services are normally scheduled to start during the third quarter of each calendar year unless stated differently in the detailed description.

At a minimum, the following services must meet the listed Scopes:

4.1 **PCI On-site Audit Services:**

4.1.1 Objective

The Department is seeking a PCI QSA Vendor to perform an annual on site PCI security audit as per PCI requirements.

The Vendor shall follow a standard audit process/methodology for defining the scope of the assessment, reviewing security policies, interviewing key staff to understand existing controls, and performing verification through

documentation or console review. The Vendor will then produce an Initial Report on Compliance (IROC) identifying areas of non-compliance to the PCI standard and provide high-level remediation recommendations or compensating controls to meet the standard. Once the Department has completed all remediation efforts, the Vendor will issue a Report on Compliance (ROC). The Vendor will also respond to questions and provide PCI DSS requirements clarification, when required, for the duration of the Contract. Occasionally the Department may seek a QSA's professional opinion or their interpretation of a PCI requirement.

4.1.2 Scope

The Vendor shall perform an on-site scoping assessment, an on-site PCI security audit, and assess the Department's compliance with the requirements established by the PCI Security Standards Council. For areas that are found not in compliance with the requirements, the Vendor shall make recommendations to bring the Department into compliance and strengthen its overall security program for those areas.

4.1.3 Work Approach

Vendor must specify its project management, scheduling, and technical approach for this service. It is recommended that this service comprised of the following four (4) phases of work:

- Phase I - Pre-Assessment Activities (includes defining the in-scope environment)
- Phase II - On-Site Interviews
- Phase III - Control Verification Review
- Phase IV - PCI DSS Assessment Documentation (current version)

4.1.4 Deliverables

Deliverables and documentation to be produced by Vendor are as follows:

Initial Report on Compliance (IROC): The IROC will provide details on any non-compliance issues against applicable PCI DSS (current version) that the Vendor discovered in the Department's security posture. Vendor will then schedule a meeting with the Department to explain, review, and discuss the IROC and make corrections, if necessary.

Vendor shall issue an IROC to the Department within one (1) week after the onsite validation is completed. The IROC will provide the Department with details of the audit findings and allow them to comment and make corrections if necessary.

Should the Department not comply with certain PCI standards but utilize an alternate solution to accomplish what is intended by those PCI standards, the Vendor will work with the Department to clarify and develop these compensating controls. Provided the Vendor proves that such alternate solution appears to accomplish what is intended by the PCI standards, the Vendor will forward to the Department's acquiring bank or the PCI Council an explanation of the solution and why the Vendor deems it to include sufficient compensating controls to satisfy the relevant PCI standards, if necessary.

The final determination of compliance on these alternatives, or exception items, resides with the acquiring bank or the PCI Council. In the event that the Department does not comply with certain PCI standards and no compensating controls are in place, the Department is required to take corrective measures. The IROC will provide high-level recommendations in this respect.

Report on Compliance: Subject to compliance, the Vendor will issue a ROC to the Department, or depending on the Department's PCI procedures, to the acquiring bank.

Once all of the items deemed non-compliant in the IROC are brought into compliance, a final Report on Compliance and Attestation of Compliance is issued by the Vendor.

In the event the Department is not compliant, the Department may send information regarding their efforts to become compliant to the Vendor consultants for a period of one hundred and twenty (120) calendar days from the date of the IROC. If the Department has become compliant within this period, the Vendor will issue the ROC to the Department.

If the PCI DSS requirements are not met within the aforementioned period of one hundred and twenty (120) days, the Department will require a follow-up assessment. The Department will have an opportunity for such follow-up assessment, at an additional cost if required, which must be performed within two hundred and forty (240) calendar days from the date of the IROC. If PCI DSS requirements are not met within this period of two hundred and forty (240) days, a new PCI assessment will need to be conducted for the purposes of the Vendor being able to attest compliance. These timeframes noted are necessary in order to review any changes or updates in the environment that may have occurred since the original on-site assessment was conducted. As such, a new PCI assessment will be required and subject to a separate, additional order.

Completion of the above tasks is based on the following assumptions and the timely completion of the following Department obligations:

The Department will provide the Vendor existing security policies, standards, and procedures.

The Department will provide Vendor necessary documentation of the existing in-scope network configuration, servers, application, and security devices. If required, documents will be updated and provided upon completion of Vendor's scoping assessment.

The Department will make the in-scope teams available for interviews with Vendor consultants (ie. finance, IT, application, database, legal, audit, HR, and physical security teams).

The Department will provide information that is accurate and timely.

It is understood that any Department delays may impact the timeframe of the project.

4.2 Penetration Test (Network and Application Layers):

4.2.1 Objective

The Department is seeking a PCI ASV/QSA Vendor to perform annual Penetration Tests as per PCI requirements 11.3, 11.3.1 and 11.3.2 for a Level 1 merchant see Attachment B.

The external and internal penetration test identifies application, network, and host-based security vulnerabilities on the Department network infrastructures. Special emphasis is placed on systems identified by the Department as containing important information, which could include systems which provide a customer presence, process orders, or facilitate communication.

4.2.2 Scope

The Vendor shall perform external and internal penetration testing annually. The Vendor will also assess the Department's compliance with the requirements established by the PCI Security Standards Council. For areas that are found not in compliance with the requirements, the Vendor will make recommendations to bring the Department into compliance and strengthen its overall security program.

Penetration Test which includes:

External Network Penetration Test
Internal Network Penetration Test
War Dial Assessment.

4.2.3 Work Approach

Vendor must specify its project management, scheduling and technical approach for this service.

4.2.4 Deliverables

Deliverables and documentation to be produced by Vendor are as follows:

After active testing has concluded, the Vendor will provide a detailed report that outlines discovered vulnerabilities in order of risk. Each finding includes a description of the vulnerability and its impact on security risk, as well as recommended remediation steps. Screen shots, log excerpts, and other technical evidence may be included, when applicable.

Documentation to be produced by the Department and Department obligations:

The Department will make available all necessary personnel to Vendor during the period of performance.

The Department understands that the following must be provided to the Vendor, seventy two (72) hours or more prior to the scheduled commencement of this service:

Addresses of, and appropriate access to networked devices to be tested within the scope of the assessment, a list of appropriate contact personnel with “after hours” emergency contacts numbers, a list of phone numbers for the war-dial/modem testing and appropriate on-site authorization documentation.

4.3 Application Vulnerability Assessments (AVA):

4.3.1 Objective

The Department is seeking a PCI ASV/QSA Vendor to perform an Application Vulnerability Assessment as per PCI requirements 6.6 with tests that include the vulnerabilities listed in Req. 6.5. The Department is a Level 1 merchant and its credit card applications are key components of the electronic toll collection system (SunPass®).

4.3.2 Scope

The Vendor shall perform a series of application vulnerability assessments. The Vendor will also assess the Department’s compliance with the requirements established by the PCI Security Standards Council with emphasis on requirements 6.6 with tests that include the vulnerabilities listed in Req. 6.5. For areas that are found out of compliance with the requirements, the Vendor will make recommendations to bring the Department in compliance and strengthen its overall security program.

The Application Vulnerability Assessments identify possible vulnerabilities in applications residing on networked servers and client workstations that offer user or inter-process interfaces, such as web applications and “thick” clients. The Vendor’s assessment examines a customer application’s components and technologies to identify security vulnerabilities in client systems (such as web browsers), server systems (such as web servers, authentication technologies,

application and database servers), static content (such as HTML pages and images), and server-side programs that implement the application logic.

The Vendor's methodology should seek to identify two (2) general sets of application security vulnerabilities. They shall test for common security vulnerabilities, such as stack overflows and format string issues, which may be discovered and exploited without intimate knowledge of the application's design. In addition, the Vendor examines the application's underlying design for unique security vulnerabilities that may not be easily recognizable during a more superficial investigation.

A variety of checks are performed, based on industry-specific guidance, best practices and standards. For example, application components may be tested for improper configuration, session tracking weaknesses, encryption implementation and strength, input validation, flaws in server-side executables, and sensitive or unnecessary information within Hyper Text Markup Language (HTML) content.

For the Department, the Vendor will perform application vulnerability assessments on two (2) internal applications and two (2) public-facing web applications.

This service will be conducted during the Department's normal business hours, as well as during designated off-hour windows.

Testing will take place on-site, however some testing can take place from the Vendor consultant's testing location (ie. Re-test, discovery).

4.3.3 Work Approach

Vendor must specify its project management, scheduling and technical approach for this service.

4.3.4 Deliverables

Deliverables and documentation to be produced by Vendor:

After active testing has concluded, the Vendor will provide a detailed report that outlines discovered vulnerabilities in order of risk. Each finding includes a description of the vulnerability and its impact on security risk, as well as recommended remediation steps. Screen shots and log excerpts may be included, when applicable.

Each Application Vulnerability Assessment includes an Executive Summary, which contains a high-level analysis of the results of the assessment. Key findings are discussed, and graphs and charts break down findings by severity and difficulty, as well as by root cause. The overall results and security posture

of the application are analyzed, with specific, high level recommendations for remediation of vulnerabilities and proactively preventing future application security issues.

Documentation to be produced by the Department and Department obligations:

The Department will make available all necessary personnel to Vendor during the period of performance.

The Department understands that the following must be provided to Vendor, seventy-two (72) hours or more prior to the scheduled commencement of this engagement:

A list of appropriate contact personnel with “after hours” emergency contacts numbers and appropriate on-site authorization documentation.

4.4 Quarterly Network Vulnerability Scanning Services:

4.4.1 Objective

The Department is seeking a PCI ASV to perform Quarterly Network Vulnerability Scans as per PCI requirement 11.2. The Department is a Level 1 merchant and required to report to the acquiring bank on a quarterly basis. A network vulnerability scan identifies network security vulnerabilities on the Department network infrastructures. Special emphasis is placed on systems identified by the Department as containing important information, which could include systems which provide a customer presence, process orders, or facilitate communication.

4.4.2 Scope

The Vendor shall perform an external vulnerability scan on a quarterly basis to ensure the requirements established by the PCI Security Standards Council (Requirement 11.2 and 11.2.2) are met. For areas that are not in compliance with the requirements, the Vendor will make recommendations to bring the Department into compliance and re-scan once remediated.

4.4.3 Work Approach

Vendor must specify its project management and technical approach for this service.

4.4.4 Deliverables

Deliverables and documentation to be produced by Vendor:

After active testing has concluded, the Vendor will provide a detailed report that outlines discovered vulnerabilities in order of risk no later than forty-eight (48) hours after the scan. Each finding includes a description of

the vulnerability and its impact on security risk, as well as recommended remediation steps. Screen shots and log excerpts may be included, when applicable. An executive report for external reporting is also required indicating pass or failed results.

If vulnerabilities are identified, the Vendor is expected to provide active participation on the validation and potential resolution of the vulnerabilities. Once the Department notifies the Vendor, the Vendor must perform a re-scan no later than three (3) business days.

Documentation to be produced by the Department and the Department obligations:

The Department will make available all necessary personnel to Vendor during the period of performance.

The Department understands that the following must be provided to Vendor, seventy two (72) hours or more prior to the scheduled commencement of this service:

Addresses of, and appropriate access to networked devices to be tested within the scope of the assessment and a list of appropriate contact personnel with “after hours” emergency contacts numbers.

4.5 Forensic Security Services:

4.5.1 Objective

The Department is seeking a Visa-approved Qualified Incident Response Assessor (QIRA) (Attachment C) Vendor on an annual retainer basis to perform forensic services as required, based on twenty (20) hours per year with unused hours from each year rolling over. The Department is a Level 1 merchant and required to report to the Acquiring Bank all breaches of its network and information systems. Having a Vendor that can provide Forensic Services after a security breach is suspected will help the Department to meet its reporting obligations to the Acquiring bank. Special emphasis is placed on systems identified by a FDOT-the Department as containing important information, which could include systems which provide a customer presence, process orders or facilitate communication.

At a minimum the following are expected:

Provide forensic services to investigate real or perceived breaches of the Department network and/or information system. Forensic imaging and preservation of chain of custody, log analysis, file system analysis, operating system configuration and vulnerability analysis, web server and application analysis, network application vulnerability analysis, timeline analysis and residual threat analysis.

4.5.2 Scope

To retain a Vendor to perform forensic services as required. To ensure the requirements established by the acquiring bank are met. Provide a detailed report/impact assessment upon conclusion of service and make recommendations for remediation to bring the Department into compliance. An executive level out briefing will also be delivered to summarize findings and recommendations.

Vendor must employ a qualified forensic expert that is a Visa-approved Qualified Incident Response Assessor (QIRA).

All work performed must be in accordance with acquiring bank and Visa USA, Inc. specified guidance for forensic services.

All deliverables must be in accordance with the acquiring bank and Visa USA, Inc. specified requirements for the reporting of security breaches.

4.5.3 Work Approach

Vendor must specify its project management and technical approach for this service.

4.5.4 Deliverables

Deliverables and documentation to be produced by Vendor:

After active testing has concluded, the Vendor will provide a detailed report that outlines impact assessment and provide remediation recommendations. Screen shots and log excerpts may be included, when applicable. An out briefing to summarize findings and recommendations is expected. This can be delivered in PowerPoint format.

Documentation to be produced by the Department and Department obligations:

The Department will make available all necessary personnel to Vendor during the period of performance.

The Department understands that the following must be provided to Vendor, upon suspicion of a security breach, the Department will immediately contact Vendor to schedule commencement of this service:

Addresses of, and appropriate access to networked devices and systems to within the scope of the assessment, a list of appropriate contact personnel with “after hours” emergency contacts numbers, access to the network and all affected systems, access to system configuration documentation and the Department personnel (administrators) required to answer questions and to be interviewed in order to complete investigations.

5. SUBLETTING OR ASSIGNING OF WORK

The Vendor shall not sublet, assign or transfer any work under this Contract, without written consent by the Department. Any and all subvendors are required to be qualified and certified in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of their respective liabilities. The Department recognizes a subvendor only in the capacity of an employee or agent of the Vendor.

Subvendors providing portions of the services under the Contract shall meet all project delivery requirements and provide the same level of service required of the Vendor. If the Vendor uses a subvendor, the following conditions apply under the listed circumstances:

- 5.1 Any subcontract rendered by individuals or organizations not a part of the Vendor's firm shall not be executed without prior authorization and written approval from the Department.
- 5.2 The Department retains the right to verify a sub-vendor's background and make a determination to accept or reject the proposed subvendors. The approval or disapproval of a sub-vendor is at the sole discretion of the Department.
- 5.3 The Vendor shall be solely responsible and accountable for the completion of all work for which the Vendor has subcontracted. The Department reserves the right to authorize the removal of any subvendor's employee deemed as unsatisfactory by the Department.
 - 5.3.1 The Department will consider the Vendor to be the sole point of contact with regard to items subcontracted.

6. COST

- 6.1 Cost must include travel expenses in accordance with the State of Florida expense policy currently in effect, if applicable.
- 6.2 Cost for the forensic security services includes one (1) Senior Subject Matter Expert (SSME) full-time equivalent to twenty (20) hours annually on retainer. Additional hours billed (as required) at stated fixed rate.
- 6.3 Cost for additional audit and remediation services to include one (1) Senior Subject Matter Expert per hour.

7. SCHEDULE

- 7.1 Vendor must provide a schedule of activities for the service.
- 7.2 Vendor must specify the task to be performed by the Department technical staff prior to and during this service.
- 7.3 The Department will provide Vendor with advance notice of expected dates of services for the purpose of scheduling appropriate personnel/resources.

8. WARRANTY INDEMNITY

Vendor warrants that it has full power and authority to grant the rights granted by this Contract to the Department, and that neither the performance of this Contract by Vendor, nor the license or other rights granted to the Department hereunder, or the use by the Department of any software, will in any way violate any Non-Disclosure Agreement or constitute infringement or other violation of any copyright, trade secret, trademark, service mark, invention, proprietary information, or other rights of any third party. Vendor agrees to indemnify, defend, and hold harmless the Department, its officers, employees, and agents from and against any and all claims, proceedings, liabilities, losses, damages, costs, and expenses, including without limitation, reasonable attorneys' fees, arising out of or in connection with any claim that the software infringes upon or otherwise violates any copyright, trade secret, trademark, service mark, invention, proprietary information, or other rights of any third party. Vendor also agrees that if the Department's use of or license to the software becomes the subject of an infringement claim, Vendor shall, at its sole expense, either procure the right for the Department to continue to use and license the software or modify or replace the software or affected component thereof with another item of comparable quality and performance capabilities so as to become non-infringing.

9. DURATION OF CONTRACT

Work shall commence upon the start date identified in the written Notice to Proceed from the Project Manager and shall be for two (2) years from the date of notification. This Contract may be renewed for up to two (2) additional years. Renewals shall be contingent upon satisfactory performance evaluation by the Department and subject to the availability of funds. Any renewals or extensions shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



ATTACHMENTS

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

ATTACHMENTS A, B, C, D and E

FOR

RFP-DOT-12/13-8001-KB will be saved under a separate file.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



EXHIBIT "B"

METHOD OF COMPENSATION

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

EXHIBIT "B"
METHOD OF COMPENSATION
PAYMENT CARD INDUSTRY (PCI) SERVICES

1.0 PURPOSE:

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

2.0 COMPENSATION

For the satisfactory **performance** of the services detailed in Exhibit "A", the Vendor shall be paid a Maximum Amount of \$_____.

\$_____ from Department Fiscal Year 2012-2013
\$_____ from Department Fiscal Year 2013-2014

Legislative appropriations are on a fiscal year basis. The Department's fiscal year begins July 1st of each year and ends on June 30th of each succeeding year.

Upon execution of this Agreement, the Department gives notice to the Vendor that the amount shown above for Fiscal Year 2012-2013 is available to have the Vendor render services. The Department and the Vendor acknowledge and agree that funding for the amounts shown above for fiscal year(s) subsequent to Fiscal Year 2012-2013 are contingent upon an annual appropriation by the Legislature and that until such appropriation, the Vendor shall not render services. The Department shall provide the Vendor a written notice if legislative funding for the fiscal year(s) subsequent to Fiscal Year 2012-2013 are not made available.

The Department and the Vendor acknowledge and agree that the Vendor shall not provide services or incur costs during a fiscal year which would result in exceeding the funding established for the Fiscal Year nor shall the Department be obligated to reimburse the Vendor for services or costs which would result in exceeding the funding established for a fiscal year. The Department, based on need and availability, may increase or decrease funding for a given fiscal year by Amendment.

3.0 BASIS OF PAYMENT

The Department agrees to pay the Vendor for the services performed, an amount of compensation and method of payment as described and detailed herein and in Exhibit "C", Price Proposal.

3.1 Payment Card Industry (PCI) On-site Audit Services (Level 1 Merchant):

Payment for this service shall constitute full compensation for all annual PCI services that will be required for an annual passing report of compliance, Exhibit "A", Sections 4 through 4.4. Payment will be made upon completion of each service for the rate shown in Exhibit "C", under the Pay Item Nos. 1 - 7 upon the Department's approval.

3.2 Additional Services:

PCI On-Site Audit Services (remediation consulting) - Payment for this activity shall constitute full compensation for services provided beyond the minimum PCI Data Security Standards (DSS). Payment for this activity will be made at the contract hourly unit price as shown in Exhibit "C", Price Proposal under Pay Item No. 9.

Forensic Professional Service Hours- Payment for this activity shall constitute full compensation for required forensic professional service hours over the twenty (20) hour per year as specified in Exhibit "A", Section 4.5, Pay Item 4. Payment will be made on the basis of the contract hourly unit rate as shown in Exhibit "C", Price Proposal under Pay Item No.10. Note compensation shall be paid separately for travel time, expenses and tolls.

4.0 INVOICING

- A. Payment will be made following receipt and approval of an invoice package for completed services performed and accepted by the Department's Contract Manager. The invoice package shall include an itemized invoice and all contract maintenance work documents, as specified in item B and C immediately below. The Vendor's invoice package shall be submitted to the Department's Contract Manager by no later than the 15th of each month. **Failure to submit timely invoices could affect Vendor's performance rating.**

The Vendor's invoice package shall be submitted to the address below.

Department of Transportation
Turnpike SunPass Service Center
7941 Glades Road
Boca Raton, Florida 33434
Attention: Rodney Patterson
Phone 561-488-5371

- B. The itemized invoice shall be a legible summary on the Vendor's letterhead that includes the following:

1. Remittance Address
2. List of Contract Maintenance Work Document Number(s)
3. Total amount of invoice
4. Current Contract Balance
5. State Contract Number
6. State Financial Project Identification Number
7. Total Labor Hours
8. Billing period
9. Total Quantity and amount for each pay item

- C. A contract maintenance work document for all authorized work must be provided. The contract maintenance work document shall include the following:

1. Date of Completion
2. Estimated Quantity for each pay item
3. Actual Quantity for each pay item
4. Total amount for each work document
5. Description of actual work performed
6. Location of work
7. Copies of all receipts for parts purchased must be attached

D. The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.

4.3 The Vendor shall provide a statement, with all but the first pay request, to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department (see Attachment "D", Disbursement of Previous Payments). The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both the Department and the affected sub-vendors, laborers, and material suppliers.

4.4 The cost of any repairs performed by the Department as a result of the Vendor's performance of duties or employees shall be deducted from the Vendor's monthly payment. The Department also reserves the right to withhold and/or deny payment for the Vendor's performance of duties or employees shall be deducted from the Vendor's monthly payment.

4.5 The Department reserves the right to withhold the payment or partial payment of the Vendor's invoice and/or deny payment to the Vendor when, in the opinion of the Department's Contract Manager, less than the services listed on the invoice were performed or services were inadequate, not authorized, or not actually performed.

4.6 No compensation shall be paid separately for travel time, expenses or tolls. Therefore, all the anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's unit prices. This should also include charges for the use of Florida's Turnpike. The Vendor and any subcontractor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.

4.7 The Vendor shall submit all the outstanding invoices or issues pertaining to the contract within forty-five (45) calendar days of the termination date/last day of the term of the Contract. Failure to timely submit the outstanding invoices or issues, by the Vendor, may be grounds for the Department to close the contract. The Department shall not be obligated to reimburse the Vendor for any invoice submitted thereafter unless the Vendor has obtained a written exception to the time limit from the Department. The Vendor shall submit, Attachment "E", Certificate of Contract Completion with the final invoice.

- 4.8** In the event that funds paid to the Vendor under this contract are subsequently disallowed by the Department because of accounting error or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor under this Contract.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



EXHIBIT "C"

PRICE PROPOSAL

RFP-DOT- 12/13-8001-KB

PAYMENT CARD INDUSTRY (PCI) SERVICES

FPI No. 423249-1-32-01

Exhibit "C"
 Price Proposal
 Payment Card Industry (PCI) Services

RFP-DOT-09/10-8001-KB
 FPI No. 423249-1-32-01

First Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	External Network Penetration Test Exhibit "A", Section 4.2	Service	1	\$ _____ . _____	\$ _____ . _____
2	Internal Network Penetration Test Exhibit "A" Section 4.2	Service	1	\$ _____ . _____	\$ _____ . _____
3	War Dial Assesment Exhibit "A", Section 4.2	Service	1	\$ _____ . _____	\$ _____ . _____
4	Application Vulnerability Assessment Exhibit "A", Section 4.3	Service	1	\$ _____ . _____	\$ _____ . _____
5	ASV Quarterly Scans PSS Exhibit "A", Section 4.4	Service	4	\$ _____ . _____	\$ _____ . _____
6	Forensic Retainer Annual Service (20 hours per year) on a as-needed basis Exhibit "A", Section 4.5	Service	1	\$ _____ . _____	\$ _____ . _____
7	Payment Card Industry (PCI) On-Site Audit Services (Level 1 Merchant) Assessment Exhibit "A", Section 4.1	Service	1	\$ _____ . _____	\$ _____ . _____
Additional Services - First Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
8	PCI On-Site Audit Services (remediation consulting) Exhibit "A", Section 4.1	Per Hour	1	\$ _____ . _____	\$ _____ . _____
9	Forensic Professional Service Hours Services over twenty (20) hours per year in Exhibit "A" section 4.5	Per Hour	1	\$ _____ . _____	\$ _____ . _____

TOTAL - FIRST YEAR \$ _____ . _____

Exhibit "C"
Price Proposal
Payment Card Industry (PCI) Services

RFP-DOT-09/10-8001-KB
FPI No. 423249-1-32-01

Second Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	External Network Penetration Test Exhibit "A", Section 4.2	Service	1	\$ _____	\$ _____
2	Internal Network Penetration Test Exhibit "A" Section 4.2	Service	1	\$ _____	\$ _____
3	War Dial Assesment Exhibit "A", Section 4.2	Service	1	\$ _____	\$ _____
4	Application Vulnerability Assessment Exhibit "A", Section 4.3	Service	1	\$ _____	\$ _____
5	ASV Quarterly Scans PSS Exhibit "A", Section 4.4	Service	4	\$ _____	\$ _____
6	Forensic Retainer Annual Service (20 hours per year) on a as-needed basis Exhibit "A", Section 4.5	Service	1	\$ _____	\$ _____
7	Payment Card Industry (PCI) On-Site Audit Services (Level 1 Merchant) Assessment Exhibit "A", Section 4.1	Service	1	\$ _____	\$ _____
Additional Services - Second Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
8	PCI On-Site Audit Services (remediation consulting) Exhibit "A", Section 4.1	Per Hour	1	\$ _____	\$ _____
9	Forensic Professional Service Hours Services over twenty (20) hours per year in Exhibit "A" section 4.5	Per Hour	1	\$ _____	\$ _____

TOTAL - SECOND YEAR \$ _____

Exhibit "C"
Price Proposal
Payment Card Industry (PCI) Services

RFP-DOT-09/10-8001-KB
FPI No. 423249-1-32-01

Renewal Third Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	External Network Penetration Test Exhibit "A", Section 4.2	Service	1	\$ _____	\$ _____
2	Internal Network Penetration Test Exhibit "A" Section 4.2	Service	1	\$ _____	\$ _____
3	War Dial Assesment Exhibit "A", Section 4.2	Service	1	\$ _____	\$ _____
4	Application Vulnerability Assessment Exhibit "A", Section 4.3	Service	1	\$ _____	\$ _____
5	ASV Quarterly Scans PSS Exhibit "A", Section 4.4	Service	4	\$ _____	\$ _____
6	Forensic Retainer Annual Service (20 hours per year) on a as-needed basis Exhibit "A", Section 4.5	Service	1	\$ _____	\$ _____
7	Payment Card Industry (PCI) On-Site Audit Services (Level 1 Merchant) Assessment Exhibit "A", Section 4.1	Service	1	\$ _____	\$ _____
Additional Services -Renewal Third Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
8	PCI On-Site Audit Services (remediation consulting) Exhibit "A", Section 4.1	Per Hour	1	\$ _____	\$ _____
9	Forensic Professional Service Hours Services over twenty (20) hours per year in Exhibit "A" section 4.5	Per Hour	1	\$ _____	\$ _____

TOTAL -Renewal Third Year \$ _____

Exhibit "C"
Price Proposal
Payment Card Industry (PCI) Services

RFP-DOT-09/10-8001-KB
FPI No. 423249-1-32-01

Renewal Fourth Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	External Network Penetration Test Exhibit "A", Section 4.2	Service	1	\$ _____	\$ _____
2	Internal Network Penetration Test Exhibit "A" Section 4.2	Service	1	\$ _____	\$ _____
3	War Dial Assessment Exhibit "A", Section 4.2	Service	1	\$ _____	\$ _____
4	Application Vulnerability Assessment Exhibit "A", Section 4.3	Service	1	\$ _____	\$ _____
5	ASV Quarterly Scans PSS Exhibit "A", Section 4.4	Service	4	\$ _____	\$ _____
6	Forensic Retainer Annual Service (20 hours per year) on a as-needed basis Exhibit "A", Section 4.5	Service	1	\$ _____	\$ _____
7	Payment Card Industry (PCI) On-Site Audit Services (Level 1 Merchant) Assessment Exhibit "A", Section 4.1	Service	1	\$ _____	\$ _____

Additional Services - Renewal Fourth Year Prices					
PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
8	PCI On-Site Audit Services (remediation consulting) Exhibit "A", Section 4.1	Per Hour	1	\$ _____	\$ _____
9	Forensic Professional Service Hours Services over twenty (20) hours per year in Exhibit "A" section 4.5	Per Hour	1	\$ _____	\$ _____

TOTAL - Renewal Fourth Year \$ _____

EXHIBIT "C"
PRICE PROPOSAL
PAYMENT CARD INDUSTRY (PCI) SERVICES

First Year Price	\$ _____ . _____
Second Year Price	\$ _____ . _____
Renewal (Third Year)	\$ _____ . _____
Renewal (Fouth Year)	\$ _____ . _____
Total	\$ _____ . _____

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP with the Transaction Fee in accordance attached Form PUR 1000 General Contract Condition #14.

EXHIBIT "C"
PRICE PROPOSAL
PAYMENT CARD INDUSTRY (PCI) SERVICES

NOTE: In submitting a response, the proposer 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 proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Name of Business: (Print) _____ Federal I.D. No: _____

Mail Address _____ Certified MBE: yes ___ No ___

Street Address _____ Certified DBE: yes ___ No ___

City _____ County _____ State _____ Zip _____ - _____

Phone Number () _____ - _____ Fax No.() _____ - _____ Internet e-mail Address _____

Authorized Signature _____ Title _____
Name (Owner, Vice President, President, or Designated Officer in Corp. Resolution)*

Print/Type Name Mr. ___ Ms. ___ Date _____, 200__

Emergency Contact Information: _____ Title _____

Phone No. () _____ - _____ Fax No.() _____ - _____ Name
Beeper No. () _____ - _____

If signature is other than as listed, then the person signing for the firm, must be authorized to do so in the company Corporation Resolution. If this is the case then a copy of the Corporation Resolution shall be furnished along with the proposal package.

IN-STATE PRICE PREFERENCE

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid, proposal, or reply is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this competitive solicitation. A vendor whose principal place of business is located outside the state of Florida, must accompany their bid response documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts.