

**State of Florida  
Department of Transportation**



REQUEST FOR PROPOSAL

**District Five Quick Copy Center Services and  
Walk-up Convenience Copiers**

**RFP-DOT-17-18-5009-COPY**

Cover Page

# 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 / maintain a fully staffed Quick Copy Center, walk-up convenience copiers in copy / fax rooms on the premises and with full range services at the District Five Headquarters at 719 South Woodland Boulevard in DeLand, Florida. In addition, the Proposer will need to provide walk-up convenience copiers as requested in all FDOT Offices within District Five which encompasses nine (9) counties within Central Florida. It is anticipated that the term of the contract will be for four (4) years.

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) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://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.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>LOCAL TIME</b>
<b>ADVERTISEMENT DATE</b>	<b>February 19, 2018</b>	
<b><u>"Highly Recommend" Attendance to the PRE-BID CONFERENCE AND WALK-THRU of District Five Headquarters Offices 719 South Woodland Boulevard DeLand, Florida 32720-6834</u></b>	<b>March 6, 2018</b>	<b>10:00AM</b>
<b>DEADLINE FOR ALL QUESTIONS</b>	<b>March 14, 2018</b>	<b>10:00AM</b>
<b>POSTING ALL QUESTIONS</b>	<b>March 15, 2018</b>	<b>3:30PM</b>
<b>PROPOSALS DUE, ON OR BEFORE (Technical and Price Proposal) Florida Department of Transportation District Five Headquarters MS 4-524 Attn: Tammy Hodgkins, CPPB, BAS 719 South Woodland Boulevard DeLand, Florida 32720-6834</b>	<b>March 27, 2018</b>	<b>2:00PM</b>
<b>PUBLIC OPENING (Technical Proposal) (same address as above)</b>	<b>March 27, 2018</b>	<b>3:00PM</b>

<b>PUBLIC MEETING OF TRC-TECHNICAL REVIEW COMMITTEE AND ADVISORS</b> (same address as above)	<b>April 12, 2018</b>	<b>10:00AM</b>
<b>PUBLIC OPENING / MEETING (Average Scores, Open Price Proposal)</b> (same address as above)	<b>April 17, 2018</b>	<b>10:00AM</b>
<b>SELECTION MEETING</b> (same address as above)	<b>April 23, 2018</b>	<b>9:00AM</b>
<b>POSTING OF INTENDED AWARD</b>	<b>April 23, 2018</b>	<b>2:00PM</b>

### **3) AGENDA FOR PUBLIC MEETINGS**

#### **Agenda – Public Opening (Technical Proposals)**

Agenda for Public Opening of Technical Proposals for RFP-DOT-17-18-5009-COPY:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting

#### **Agenda – TRC and Advisor Public Meeting**

Agenda for Price Proposal Opening meeting for RFP-DOT-17-18-5009-COPY:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, The Technical Review Committee will begin their discussion with the Advisors of each Technical Proposal received. This will be a recorded meeting.
- Once all concerns have been addressed, the meeting will be concluded.
- Time and date of Selection/Intended Award decision meeting will be announced
- Adjourn

#### **Agenda – Average Scores, Price Proposal Opening**

Agenda for Price Proposal Opening meeting for RFP-DOT-17-18-5009-COPY:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Announce time and date of Selection/Intended Award decision meeting.
- Adjourn

## **Agenda – Selection Committee Meeting to Summarize Evaluations and Select Intended Award**

Agenda for Intended / Recommended Award meeting for RFP-DOT-17-18-5009-COPY:

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Bid System (VBS).
- 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).

## **SPECIAL CONDITIONS**

### **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 21). 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 MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2018, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

### **2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT**

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](mailto: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.

All questions arising from this Request for Proposal must be forwarded, in writing, to the procurement email address identified below. Questions must be received no later than the time and date reflected in the Timeline. 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](http://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.

**ALL QUESTIONS** shall be submitted via email to: [D5.ProcurementQuestions@dot.state.fl.us](mailto:D5.ProcurementQuestions@dot.state.fl.us)

#### **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](http://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, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4,*

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

The Department encourages 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/](http://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) 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 30, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction, Section 2, Timeline). If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

## 8) PRE-PROPOSAL CONFERENCE AND WALK THROUGH

The Department will convene a meeting to provide an open forum for the Department to review the Scope of Services for this Request for Proposal (RFP) 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, affect the work to be performed. The Pre-Proposal Conference and walk through will be held at the date, time, and location listed in the Timeline (Introduction, Section 2). Any changes and/or resulting Addenda to the RFP will be the sole prerogative of the Department. In Exhibit 3, there is a listing of all other offices within District Five. **It will be the prospective vendors responsibility** to arrange walk throughs at each of the other offices **during the timeframe of March 6 – 13, 2018.** A contact list will be provided at the District Five Headquarters on March 6 for all other offices within the District.

Attendance at this Pre-Proposal Conference is “Highly Recommended”. Each vendor should fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. No allowances will be made to the awarded vendor because of lack of knowledge about conditions or requirements, and the awarded vendor will not be relieved of any liabilities or obligations.

## 9) QUALIFICATIONS

### 9.1 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.

### 9.2 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.

### 9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), 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

#### 9.4 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) 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.

#### 11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Attn: Tammy Hodgkins, CPPB, BAS, 719 South Woodland Blvd., DeLand, Florida 32720-6834** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ (200,000 minimum) per person and \$ (300,000 minimum) each occurrence, and property damage insurance of at least \$ (200,000 minimum) each occurrence, for the services to be rendered in accordance with this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. 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.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of

the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

## **12) PERFORMANCE BOND**

A Performance Bond is not required for this project.

## **13) METHOD OF COMPENSATION**

Exhibit "B", Method of Compensation attached hereto will form the basis of payment for the work to be provided under the contract that will result from this Request for Proposal.

## **14) CONTRACT DOCUMENT**

### **PURCHASE ORDER CONTRACT**

The MyFloridaMarketPlace "Purchase Order Terms and Conditions" and the Department's "Purchase Order Terms & Conditions" are attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

## **15) 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.

## **16) 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, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

## **17) 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.

## 18) **SCRUTINIZED COMPANIES LISTS**

RFP responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

## 19) **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.

## 20) **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.

## 21) **RESPONSIVENESS OF PROPOSALS**

### 21.1 **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 and receiving eighty-five (85) points or more on the Technical 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.

### 21.2 **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.

### 21.3 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-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

## 22) **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-17-18-5009-COPY  
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-17-18-5009-COPY  
(One Separately Sealed Package for Prices)

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

### 22.2 Technical Proposal (Part I) (1 original and 1 CD) (Page Limit: Maximum of 10 pages total) (Do not include price information in Part I)

The Proposer must submit one (1) original copy and one (1) CD of the technical proposal which are to be divided into the sections described below. **Flash drives cannot be accepted**. 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-17-18-5009-COPY".

### **1. OVERALL APPROACH AND PROJECT MANAGEMENT**

Assessing a Firm's ability to accomplish the operation and management of on-site copying services will require that Proposer's supply the following information:

- a. Provide a brief statement concerning the length of time your Firm has been in business and a brief narrative of your overall approach, capabilities, and means to be used in successfully providing the services for this project as set forth in Exhibit "A", Scope of Services.
- b. Detail your experience and qualifications written in non-technical language as it relates to the successful performance of the requested services for this project as set forth in Exhibit "A", Scope of Services.
- c. Provide a description of your corporate organizational structure, affiliates, and how they will contribute to this contract, your locations, and management to be used to provide the required services and maintain the required schedules for this project.

- d. Provide the names and resumes (no more than 2 pages) of the Project Manager, On-Site Supervisor, and the key personnel for this project along with their qualifications and experience. **RESUME PAGES WILL NOT COUNT TOWARD PAGE LIMIT.**
- e. What is your concept for providing Quick Copy Center replacement staff to cover unplanned absences and vacations?
- f. Would you subcontract any part of the required work? If yes, what part(s)?
- g. Provide the name, address, phone number, and scope of work to be done by any subcontractor or other company owned by your company, the parent company. List the experience, qualifications, and resumes (no more than 2 pages) of key personnel, or owned company. Said personnel, subcontractor of parent owned company cannot be changed without the prior written approval of the FDOT Project Manager. **RESUME PAGES WILL NOT COUNT TOWARD PAGE LIMIT.**

## **2. IMPLEMENTATION PLAN**

- a. Explain your implementation plan and provide an organizational chart with roles and responsibilities clearly identified for individuals assigned to this project. This should include individuals (not previously identified above), along with their resume (no more than 2 pages), responsible for repair and maintenance as well as individuals operating the Quick Copy Center. **ORGANIZATIONAL CHART AND RESUME PAGES WILL NOT COUNT TOWARD PAGE LIMIT. NOTE: PLEASE ENSURE "ALL" RESUMES CLEARLY LIST EACH PERSONS ROLE FOR THIS PROJECT. (Example: Project Manager, Key Personnel, SubContractor, Copy Center Employee, Repair and Maintenance)**
- b. Provide anticipated initial staff coverage and shifts planned for hours of operation Monday – Friday, 8:00AM to 5:00PM (8 hours), 5 days a week excluding state holidays.
- c. Provide a narrative discussing what off-site facilities you have which will help meet turnaround times during peak loads and equipment downtime.
- d. Discuss how you would evaluate increasing/decreasing trends in actual volume over the life of the contract and how you would manage accordingly.
- e. Discuss your means of coordination and communication with the Department.

## **3. CUSTOMER SERVICE AND REPORT MANAGEMENT**

- a. Describe from a user's perspective how a print job will be sent to the Quick Copy Center from their desktop.
- b. What is your average turnaround time for a print job?
- c. How would you address an immediate need for a large volume print job?
- d. How would you address varying Multi-Function Device (MFD) walk-up needs for units in close proximity to one another?
- e. Describe what management reporting system you will have in place to assist both yourselves and FDOT in managing these services including but not limited to the following:
  1. Effective management of requested turnaround times
  2. Charge backs to users of the Quick Copy Center

3. Effective sizing of equipment
  4. Assessment of cost effectiveness of services provided
  5. Customer satisfaction for overall services as well as specified individual services Provided
- f. Describe any web-based reporting options your company will provide under this contract.
  - g. What steps do you take or what processes do you have to help the Department control costs?
  - h. What is the #1 advancement in technology your company will be offering us under this contract?
  - i. Describe any innovative ideas your company can offer us under this contract?

#### **4. EQUIPMENT PLAN AND TRAINING**

##### a. Quick Copy Center

Provide a list of all equipment to be provided on-site including the manufacturer, Model number, amperage and heat loads, performance characteristics and footprint required. Only new equipment is acceptable in the Quick Copy Center. Also, include any limitations in types of paper stock that may be used, particularly with respect to recycled content.

##### Walk-Up Convenience Copiers

- b. Provide a list of all equipment and quantity by class to be provided in each convenience copy room on each floor for each location. Also, include any limitations in types of paper stock that may be used, particularly with respect to recycled content.
- c. Describe your concept for interfacing the digital equipment with the local area network.
- d. Describe how the network interface will be user friendly.
- e. Describe your training programs for your new and current employees and efforts to retain personnel qualified to perform the work requested in Exhibit "A", Scope of Services. Describe your company's approach to ensuring Quality Control is in place.
- f. What are your capabilities to provide training for Florida Department of Transportation personnel?

#### **5. MAINTENANCE, REPAIR PROGRAM, AND BILLING PROCESS**

- a. Describe your maintenance concept. What is your minimum response time for repairing/replacing copiers? (Include minimum response time to dispatch a service technician, average time it takes to bring the unit up to fully operational, and percent of uptime overall.)
- b. Describe your plans and experience for accomplishing the maintenance and repair services of the system components in accordance with this contract.
- c. Describe your billing process and your ability to track individual print jobs for billing purposes.

#### 22.3 Price Proposal (Part II) (1 original copy and 1 CD)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER "RFP-DOT-17-18-5009-COPY". The Price Proposal information shall be submitted on the form provided in the Request for Proposal, Form No. 2, Bid Price Proposal Form.

## 22.4 Presenting the Technical Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size shall not be less than 10-point font with all margins at ½" on all sides and printed on one side only. The proposal should be indexed and all pages sequentially numbered. A cover letter and table of contents **shall not** be provided. Section dividers shall contain no graphics, only the section name (Example: Project Approach) shall be listed on the Section dividers. These dividers will not count toward any page counts. Bindings and cover are not necessary.

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, and/or organization charts, 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.

### 23) "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.

### 24) 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.

### 25) 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-17-18-5009-COPY) - 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.

### 26) 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.

### 27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation  
Attention: Tammy Hodgkins, CPPB, BAS  
719 South Woodland Boulevard, MS-524  
DeLand, Florida 32720-6834**

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, Timeline). 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.

## **28) 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.

## **29) 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 Timeline (See Introduction, Section 2, Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time, and location in the Timeline (See Introduction, Section 2, Timeline).

## **30) PROPOSAL EVALUATION**

### **30.1 Evaluation Process:**

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC 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. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of eighty-five (85) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than eighty-five (85) points for their average Technical Proposal score, the Price Proposal will not be opened.

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.

### **30.2 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.**

### 30.3 Price Proposal

The Proposer shall complete the Bid Price Proposal Form, Form No. 2, and submit it as part of the Price Proposal Package. Proposers shall provide a Unit Rate cost for each of the 8 lines on the Bid Price Proposal Form, Form No. 2. Multiply the Monthly Estimated Quantity by the Unit Rate and put that amount in the Total Cost column. Repeat this step for the next seven (7) lines. Add all eight (8) lines in the Total Cost column and put that amount in the Grand Total box. The last box is where you will insert the Average Cost. Please, divide the Grand Total by eight (8) to get the Average Cost. **The Average Cost will only be used to determine the award of this contract.** The Unit Rates shall be for the original contract period and any renewals thereof as amended by the contract. **All Unit Rates shall include "all costs" associated with providing the services described in Exhibit "A", Scope of Services, and any amendments or revisions thereto.** Any proposal in which this form, Form No. 2, 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 29, Proposal Opening. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Department will verify the calculations and reserves the right to re-calculate and correct any amount if calculated improperly. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

### 30.4 Criteria for Evaluation

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

#### a. Technical Proposal (120 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

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

	<u>Point Value</u>
1. Overall Approach and Project Management	35
2. Implementation Plan	30
3. Customer Service and Report Management	15
4. Equipment Plan and Training	20
5. Maintenance, Repair Program, and Billing Process	20

#### b. Price Proposal (30 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\text{(Low Price / Proposer's Price)} \times \text{Price Points} = \text{Proposer's Awarded Points}$$

## 31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at [www.myflorida.com](http://www.myflorida.com), (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any 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, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

### 31.2 - 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 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

### 31.3 - 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.

## **32) 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) A Purchase Order.

## **33) RENEWAL**

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 4 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except the Department may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

## **34) ATTACHED FORMS**

Registration Form, Form No. 1  
 Bid Price Proposal Form, Form No. 2  
 Vendor Data Sheet, Form No. 3  
 Public Records Form, Form No. 4  
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more), Form No. 5  
 Drug-Free Workplace Program Certification (Form 375-040-18), Form No. 6  
 MBE Planned Utilization (Form 375-040-24), Form No. 7



**35) TERMS AND CONDITIONS****35.1 MFMP Purchase Order Terms and Conditions**

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

[http://www.dms.myflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1,\\_2015\\_.pdf](http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf)

Section 8(B), PRIDE, is not applicable when using federal funds.

**36) ORDER OF PRECEDENCE**

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

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

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

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

Check off each the following:

- \_\_\_ 1. All Addenda have been read and signed, as specified, and enclosed, in the RFP response.
- \_\_\_ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- \_\_\_ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- \_\_\_ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal, if applicable (proposals of \$1 million or more).
- \_\_\_ 5. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- \_\_\_ 6. The Technical Proposal (one (1) original and one (1) CD) has been completed, as specified, and enclosed in a sealed envelope per the RFP response.
- \_\_\_ 7. The Price Proposal (one (1) original and one (1) CD) has been completed on Form No. 2, the Bid Price Proposal Form, signed and dated, and enclosed in a separate sealed envelope as specified in the RFP.
- \_\_\_ 8. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- \_\_\_ 9. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- \_\_\_ 10. In the Lower Left-Hand Corner of the Envelope transmitting your RFP response (**this includes FedEx and UPS Envelopes**), write in the following information:

RFP No.: RFP-DOT-17-18-5009-COPY

Title: District Five Quick Copy Services and Walk-up Convenience Copiers

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

## STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1001 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 3, 4, 5, 12, 13, 14, 19, 20, and 21 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

### State of Florida PUR 1001 General Instructions to Respondents

#### Contents

1. Definitions.
2. General Instructions.
- ~~3. Electronic Submission of Responses.~~
- ~~4. Terms and Conditions.~~
- ~~5. Questions.~~
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
- ~~12. Public Opening.~~
- ~~13. Electronic Posting of Notice of Intended Award.~~
- ~~14. Firm Response.~~
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
- ~~19. Public Records.~~
- ~~20. Protests.~~
- ~~21. Limitation on Vendor Contact with Agency During Solicitation Period~~

**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:

- 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://fen.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fen.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 replies 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.~~



**EXHIBIT "A", SCOPE OF SERVICES**  
**Florida Department of Transportation**  
**District Five**  
**Quick Copy Center Services and Walk-up Convenience Copiers**  
**RFP-DOT-17-18-5009-COPY**

**I.** **PURPOSE**

It is the intent of this Scope of Services to accomplish the following:

- A. Contract of Florida Department of Transportation (FDOT) District Five print services to a single vendor source.
- B. Replace current District Five copy capability in the Quick Copy Center, D5 Main Office and all Field Offices when the current contract expires.
- C. Contract for all printing, scanning, duplicating, reproduction, binding, engineering drawing copying, and the full range of copy services currently offered in the Districts Quick Copy Center, located at 719 S. Woodland Blvd, Deland, FL 32720, furnished under the contract and for the duration of the contract.
- D. Contract for all printing services in the District; evaluate office needs and replace existing network printers with new units. Management and Vendor will agree upon total number of units required.
- E. Contract for all engineering drawings at the District Office. Existing machines will be replaced by the vendor with new machines capable of meeting the quality and quantity of users.
- F. Establish that the services will be met through a combination of remote convenience copiers and printers located throughout the District and the operations of the Quick Copy Center of the Headquarters to include use of off-site capability if proposed by the vendor.
- G. Establish that the successful vendor will supply all equipment (except as noted herein) and staff the District Office Facility with its employees.
- H. Vendor will manage copier, and printer maintenance, including remote copiers and printers, within all District facilities with its employees executing the contract.
- I. Vendor shall be required to provide other incidental services of providing staples, toner, maintenance and training as more particularly described in the Scopes of Services.
- J. Vendor may provide Archiving Services of records as needed.
- K. Provides no guarantee for the amount or volume of any particular services.

**II.** **SERVICES**

The vendor shall supply the following services during the term of the contractual agreement and any renewal thereof, plus such additional incidental services that are necessarily implied in order to properly provide the stated services:

**A. Quick Copy Center**

- 1. Vendor shall staff and equip a Quick Copy Center in Room 127, District 5 Headquarters, 719 South Woodland Blvd., Deland, FL 32720, in the manner stated herein.
- 2. The vendors Quick Copy Center operations shall supply all services as listed below and as otherwise stated in this Scope of Services. Without limiting the following, the service to be provided consist of:

- A. Making copies, faxes or scans pursuant to individual copy, duplicating, or scan work order requests on paper or other materials supplied by the Department.
  - B. Binding or otherwise assembling copies
  - C. Drilling as required.
  - D. Inserting jobs into binders.
  - E. Making and inserting cover sheets, tabs, and /or other marked dividers.
  - F. Folding and inserting sheets, maps and displays as required.
  - G. Keeping operation neat and orderly based on a "clean as your work" philosophy.
  - H. Receiving copy requests, processing jobs, filling and maintaining copy requests, and maintaining a history file of all jobs requested and completed.
  - I. Archiving of Records. (will be acquired on a case by case basis using quotes)
  - J. Duplicating Digital Media (CD's, DVD's, USB drives, etc.)
  - K. Scanning documents to Digital Media or to designated files.
3. The Vendor shall be required to have sufficient staff in the Quick Copy Center to complete or facilitate of all copy requirements and duplicating request within the specific and reasonable customer requested turn-around times.
  4. Vendor employees will prioritize copy work by the time it is needed. In the event of any conflict the vendor will coordinate with the Contract Manager for resolution.
  5. Vendor shall have four hours to complete requests. Extraordinarily large, complex and labor-intensive copy requests may be negotiated for period greater than the four-hour turn-around. If the vendor employee and the requestor cannot come to a satisfactory time to both parties, the Contract Manager may assist in the negotiation. The intent of this negotiating provision is to avoid unreasonable burden on the successful vendor to meet extraordinary short notice demands.
  6. The vendor shall provide tracking of job requests and notification of customers when jobs are complete. Work orders and remotely directed jobs from District Field Offices shall be packaged and provided to the mail room for overnight delivery as soon as the work orders have been completed.
  7. Only the District Secretary, the Transportation Support Manager, the Facilities Manager, or their delegates may approve the use of Vendor overtime to meet Department deadlines and make up for unusual or unforeseen delays experienced by or caused by Department employees requesting copying support. These same managers may also authorize changing relative job priorities to meet high priority District print support requirements. Overtime to support the Department's copy requirements, in these cases only, will be at the successful vendor's rate.
  8. The Department may not authorize the use of overtime to make up for Vendor management deficiencies or other situations within the vendor's ability to manage, mitigate, repair, or prevent.
  9. The vendor shall, except as stated elsewhere in this contract, furnish/supply any specific equipment listed herein. The vendor shall also supply all other equipment necessary to perform its obligations under the Agreement at Vendor's cost.
  10. The Quick Copy Center vendor representatives shall accept copying, scanning, fax, and duplicating requests that are within the scope of this Agreement from any Department employee.
  11. The Quick Copy Center will be staffed by the vendor from 8:00 AM until 5:00 PM Monday through Friday except State holidays or declared Emergency Closures. Staffing shall be arranged to provide continuous operational customer service during

the entire operating day, 8:00 AM – 5:00 PM. A trained vendor employee familiar with FDOT operations, procedures and operation of on-site equipment shall be available to handle any vendor employees' absences. The Department reserves the right to change the hours of operation with reasonable notification. There may be, from time to time, requirements for weekend copying by Department employees'. If copy requirements are projected for after hours, reasonable accommodations will be made.

12. The Quick Copy Center shall operate under the following minimum performance standards:
  - A. All copy and duplicating request processing shall be guided by the requirements set forth in paragraph 11A, above. Extended operational hours for the Quick Copy Center may be granted for any copy task requirements that cannot be met within the allowed operational period of four hours or the required customer availability time if it is less. Requests for operating hour extensions must be approved prior to its application regardless of customer requirements. Only the District Secretary, the Transportation Support Manager, Facilities Manager or their delegates may approve extended operational hours.
  - B. Vendor employees in Quick Copy Center shall immediately correct jobs containing errors.
13. All copy and duplicating requests shall be submitted in writing on forms or on electronic forms approved by the FDOT. The successful vendor employee(s) shall not accept oral copy requests. Upon completion of a request, the date of completion and quantity and type of services shall be noted on the form by the vendor's staff. The vendor's staff shall sign/initial the form to verify completion.
14. In the event the vendor is unable to complete all copy and duplicating requests within the required turnaround time, the vendor will be permitted to use offsite facilities to complete requests. If the vendor selects to divert production, while maintaining a fully operational, comprehensive, on-site production capability, and meeting all performance standards, then the off-site operational performance must be in compliance with all stated requirements of this Scope of Services. In the event the off-site facilities are owned or operated by entities other than the vendor, the vendor shall be required to obtain permission in writing from the contract manager prior to using the off-site facilities. The routine use of off-site facilities shall not wholly substitute for adequate vendor staffing, copying capability or equipment operational status at the on-site operations in the Quick Copy Center.
15. It is understood and agreed that the vendor shall, at all times, have sufficient staff and appropriate equipment in the Quick Copy Center or available to the Headquarters to meet obligations as set forth herein. Changes to staff and equipment shall be made by the vendor as necessary to meet operational requirements in both numbers of copies and kinds and number of machines supporting all operations.
16. The vendor's staff working on the premises shall conduct themselves in a courteous and respectful manner.
17. The vendor will act as the sole manager of its operations at the District Office. The contract manager shall report behavior or production problems to the vendors designated contract supervisor or manager. The vendor is fully responsible for immediately and appropriately correcting any and all such reported problems upon notification by the District Facilities Manager.

18. All folding, cutting, stapling, binding, padding, drilling, inserting, organizing, faxing, scanning, and other activities incidental to or necessarily part of completing the copying and duplicating job requests shall be performed by vendor's staff as part of the copying or duplicating request at no additional charge or cost to FDOT. Vendor shall, at vendors expense, a drill press, binding equipment, folding machine, and a cutter (capable of cutting engineering drawings) to use in meeting all copy and production requests.
19. Any service such as drilling, folding, compiling, cutting, or binding, not associated with a copy request but as an independent work order request will be furnished by the vendor as part of the overall services contained herein and shall not constitute a separate contract billable item. District work units will keep such requests to a minimum.
20. The vendor shall provide in the Quick Copy Center the capability to produce color copies up to 11 inch by 17 inch paper. Color copier capability will be sized to the Department's needs.
21. The vendor shall provide in the Quick Copy Center, as part of the equipment to be provided at vendors cost pursuant to subparagraph A5 above, a digital copy machine capable of receiving copy requests transmitted from personal computers on the District's computer network. Network personal computers (PCs) will include those outside the District Office in District Field Operations sites. The supporting software must be controllable by the vendors Quick Copy Center employees where priorities and queue manipulation must be possible by the vendor's employees (print manager capability). The software must be able to provide a finished copy product that meets customer requirements, on demand overrides of queue jobs with priority efforts and prevents interruption of on-going copy center initiated jobs with network sent jobs. The process will be supported with accompanying process software, compatible with and mountable on the District's network, that will allow remote PC customers to fill out and submit their copy requests accompanying each remote, PC-based job. Remote offices, of which District Five has eleven, should be handled in the following manner:
  - A. **Printing:** Each site will be able to add printers easily and print to their sites printers. The printers have to be identified in a manner that is easy to understand the location of the printer. Installation of drivers should be seamless to our users.
  - B. **Scanning:** Vendor will make scanning available to remote customers via two methods. Light scanning (99 pages or less at a time) will be handled as a walkup service at the multi-function device at the remote site. For light scanning, the multi-function device will write the file(s) to a network share on that same printer server at that location. Under no circumstances will scanning take place over the Wide Area Network (WAN). Heavy scanning (100 pages or more at a time) and color scanning will be handled as a service out of the Central Copy Center. Delivery of documents to be scanned and the respective digital document(s) that are the finished must be done via hand delivery or OIT will be glad to work out a nightly replication service for documents that need to be scanned or finished documents. Under no circumstances will transmission of these documents across the WAN be done during normal business hours or during OIT's data replication window with the remote site servers. Under no circumstances will scanning take place over the Wide Area Network (WAN).

- C. **Coping:** Device copying will be contained to the Local Area Network (LAN) of the device
  - D. **Other Local Multifunction Device Services:** Multi-function devices often have extended or extra services over traditional copiers. It is possible the use of these extended or extra services could have an adverse or undesired impact to our current in-place systems. It is the intention of this Scope that the use of properly sized Local Multifunction Devices will be considered as a replacement for local area printers and fax machines as much as is possible and practicable.
22. The Copy Center shall have sufficient high-speed copy capability to meet all peak period copy needs and the following capabilities:
- A. Enlargement and reduction capability
  - B. Capable of receiving and printing document request directly from network customer PCs throughout the District.
  - C. Providing scanning capability to include color and the ability to transmit images over the network to customer PCs for insertion of scanned item into PC based document.
  - D. High quality color reproduction and printing.
  - E. The ability to recognize users based upon unique user identification (ID).
  - F. Facsimile (FAX) capability.
  - G. File transfer for use in electronic delivery of scanned documents. Multi-function devices may use the File Transfer Protocol (FTP) to transfer scans to the vendor's server(s) to hold temporarily until the customer can browse to the location from their workstation and take delivery of the file(s). This type of solution may be used for servicing "light scanning" and should not be used for "heavy scanning" or scanning performed from remote locations. See also previous item regarding remote office services.
23. The Vendor shall provide, at vendor's expense, a digital engineering copier capable of receiving remote print requests from network connected customers from within the District and accompanying network sent electronic files for copying. An engineering document scanner capable of scanning a minimum of a 42-inch wide document will be required to support Department requirements. The scanner must be able to scan originals to electronic file or scan to immediate print or both. The operational software will be compatible with and able to operate on the District's network with simple self-instruction introduction to all remote users. Some users will not be located within the Headquarters but in Field Operations sites. A Windows environment with pull down menus and self-evident displays will be provided for both the vendor's employees for copy job management and copy to disk/CD management as well as available on vendor provided software made available on the District's computer network. Specific technical requirements for the engineering copier are contained in the Exhibit 2 within this Scope of Services. The Vendor shall provide, at vendors expense a digital scanner and copier for the survey and mapping department at the District Office.
24. On a case by case basis the Department may request a quote from the vendor for archiving of records. The service shall consist of the following:
- A. The Vendor shall prepare the documents by removing staples, clips and Post-It notes from boxed records.
  - B. Vendor shall perform record series verification as specified by user.

- C. Vendor shall index the archived records as specified by user.
- D. Vendor shall name the files as designate by the FDOT requester.
- E. Vendor shall re-box and re-assemble unless otherwise specified by the requester.
- F. Archived documents must be in TIFF Group 4 format unless otherwise requested.
- G. Vendor shall perform quality control of each archived record.
- H. Vendor shall provide the archived documents on Digital Media in the requested format.
- I. Vendor shall provide a time estimate to the requester upon submission on the request. If the requester would like the job rushed, the request must be indicated on submission form.

**B. Convenience Copiers**

1. The Vendor shall provide convenience copy service in distributed locations. The vendor shall work with the Contract Manager to determine the correct type and capability of copier required to support operations. Each copier will be a Multifunctional Device (MFD) with copy, print, scan, and fax capabilities.
2. Copiers are currently located at 16 different locations within the District Office plus additional small MFDs added in other locations Exhibit 4 contains detailed information for each District copier/printer. Exhibit 3 data refers to current offsite locations of Field Office copiers and printers.
3. All copy machines being replaced shall be digital and have the following capabilities:
  - A. Network addressable on the District's network and meet all network operating requirements specified in Exhibit 1.
  - B. Be fax capable.
  - C. Capable of receiving and printing document requests directly from network customer PCs (if networked).
  - D. Capable of providing print request status and completion notification to customer's PC upon print completion.
  - E. Have minimum capability of sorting/collating sets of copies.
  - F. Capable of providing scanning capability that can transmit images over the network to customer PCs for insertion of scanned item into working PC base documents.
  - G. Be capable of 1:1, 1:2, 2:2 duplex copying, 2:1 and 2:2- sided copying.
  - H. Be capable of 1:1, 1:2, printing from customer PC.
  - I. Be capable of customer selecting landscape print when desired.
  - J. Provide automatic stapling.
  - K. Provide automatic document feed and a minimum of three built in paper trays for 8.5" x 11", 8.5" x 14", and 11 x 17" paper.
  - L. Sole responsibility for proper interface with and operation of their equipment on the District's operating system is that of the vendor.
4. Vendor invoicing shall specify work group copier use, users within work groups, their copies and extended costs as well as total work group costs and total District monthly cost for each monthly invoice.

5. In the event the customer requirements and demand/use indicate that convenience copiers assigned to or within and District work group do not meet the District customer's requirements, the vendor shall upgrade or reduce machine capability as required and agreed to by the Contract Manager.
6. Vendor supplied print management software shall enable automatic re-direction of copy requirements to the Quick Copy Center whenever print requests are outside specific District parameters for each remote copier. Primary convenience copiers at field locations may have different parameters than those set for copiers' residing within the District Headquarters.

### **C. Equipment and Supplies**

1. All equipment and supplies necessary to perform under this contract shall be supplied by the vendor at its own expense, except as otherwise specifically provided in this Scope of Services and except as indicated in the following:
  - A. Vendor will replace any/all printing/copying related equipment located in the Quick Copy Center that is needed by the Vendor to perform that tasks associated under this contract. Equipment owned by previous Vendor shall be returned to previous Vendor and FDOT equipment shall be turned over to FDOT staff for surplus purposes.
  - B. FDOT will separately provide all paper supplies at FDOT's expense for all copying within the District.
  - C. Without limiting the generality of the Vendor's obligation to supply all equipment and supplies, FDOT will supply the following:
    1. Binder combs from 3/8" to 2".
    2. Paper clips.
    3. Rubber bands.
    4. Binder clips.
  - D. The vendor shall not be allowed to use FDOT facilities, supplies, or equipment located on FDOT property for any purpose other than performing its obligations under this contract. Without limitation, this provision specifically prohibits the vendor from performing non-FDOT business on FDOT property or on equipment located at District Five Headquarters, or any of the specified field locations supplied by vendor pursuant to this agreement.

### **D. Maintenance and Repair**

1. The vendor shall perform repairs and routine maintenance on an as-needed basis, at the vendor's expense on all equipment provided by the vendor.
2. The vendor shall respond to all repair and routine maintenance requests with a goal of four hours but no longer than eight hours from notification by the District's Contract Manager, or his representative, to the vendor's staff in the Quick Copy Center.
3. In the event the repairs of any vendor furnished or used equipment is to take more than 24 business hours, the vendor will provide comparable temporary replacement equipment.

4. In the event a particular piece of equipment is subject to frequent/repeated breakdown or failure of performance, FDOT may require the vendor to permanently replace the equipment, at no additional cost to FDOT.

#### **E. Implementation Plan**

Upon award of the contract and within ten days of signing said contract, the vendor shall develop and present to the Contract Manager a detailed implementation plan for the contract. The plan shall include all required elements addressed in the Scope of Services. It shall contain specific dates, coordination and task responsibility assignment as well as vendor responsible technicians and representatives. The plan shall contain the names, office phones, cell phones, faxes, and pagers for each vendor employee involved in the implementation responsible for coordinating all activities.

1. The Vendor shall physically inventory the Districts stock of printers, copiers, and large format scanners/printers and submit to the Owners an appraisal of said inventory and the price the vendor is willing to pay for the equipment. The purchase price of the equipment will be offset against the first years cost of the contract.

2. Provide initial site training at the time of installation of each copier and follow-up training for users as required. Training will be in sufficient detail to enable users to effectively operate all copier functions without difficulty. Develop and provide an online copy request and associated support forms.

#### **III. Monthly Reporting**

The vendor shall, with each monthly invoice, but in no event later than the tenth day of each month following the reporting month, provide a monthly use report to the FDOT Contract Manager showing the number and type of copies made for each user code, totaled by user code groups and include extended costs per user and total costs for each user group. The reports shall be in a format that is acceptable to the FDOT. The vendor shall also make available a web base reporting tool that can be viewed by the Department.

#### **IV. Term of Contract**

This contract service period will be in force from the execution date through June 30, 2022. This agreement may be renewed for a period that may not exceed four years or the term of this 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.

#### **V. TERMINATION ACTION**

Reference is made to Section 6, Termination, of the Purchase Order Terms and Conditions effective September 1, 2015. Any necessary default action will be processed in accordance with Department of Management Services Rule 60A-1.006(3).



**EXHIBIT 1**  
**NETWORK ENVIRONMENT REQUIREMENTS**

- 1. Server Operation System:**  
Microsoft Server 2016
  
- 2. Printer Languages:**  
PCL (minimum version 5e)  
Postscript (minimum version 3)  
HP/GL 2  
Note: Object drivers must support automatic sharing to clients and must support clients running Windows 7 or higher
  
- 3. Network Hardware Layer:**  
10/100/1000 Base TX
  
- 4. Network Protocol Layer:**  
TCP/IP using DHCP and or Static IP assignments
  
- 5. Print Density:**  
600 dpi x 600 dpi (minimum)
  
- 6. Print Management Software:**  
The proposed print management software needs to be technically compatible and complement the FDOT's current print management software used by the FDOT.
  
- 7. Supported Applications:**  
Microsoft Office 2013 or higher  
Microsoft Office 365  
Bentley Micro Station J (v7.1.x)  
Bentley Micro Station v8 or higher  
Primavera P3 or higher  
Primavera p3e/c version 4.0 or higher  
Microsoft Outlook email client version 2013 or higher  
Microsoft Outlook Office 365  
AutoCAD 2012 or higher
  
- 8. Raster plot file types suptd:**  
Bentley Micro Station Descartes (.hmr)  
CALS  
TIFF
  
- 9. Raster scan file types suptd:**  
CALS  
TIFF

### **Special Requirements**

CADD-Solution must clearly plot

MicroStation.dgn files with references, including Descartes.hmr

File Scanning must include Optical Character

Recognition for text in documents

File scanning to image must be in TIFF version 4 or newer

File Scanning to editable text must be in PDF version 1.4 or newer

### **Vendor Network Health**

Vendor will supply a server that is joined to the District 5 (D5) domain so that D5 clients can utilize its services. This server will be on District Five's physical network. The vendor will maintain its operating system, both installed and/or embedded, ensuring all industry recognized security patches and hot fixes applicable are applied within one week or less from being made generally available to the public via vendor download. The vendor must make sure to meet the FDOT security standards to include but not limited to the Florida Administrative Code for Information Technology Security 74-2.

### **Virus Protection**

Vendor will maintain virus protection on all systems belonging to it. Full virus scans will be performed weekly. Real time virus protection will always remain enabled. When needed, short period of one hour or less where real time protection can be turned off are allowed. These periods should be communicated to OIT and should be for valid reasons such as maintenance and/or troubleshooting.

### **Technical Support**

Vendor will not expect FDOT to provide technical support for its systems. Technical support for the vendor's employees stationed at FDOT must be provided by the vendor.

### **Notification of downtime**

Email notification of downtime is mandatory for planned/unplanned outages or maintenance. The scope of outages determines the recipients of the email. District five management, OIT and the Service Desk must be copied on all downtime notifications.

### **Authentication**

No user ID's and password may travel over the network or be stored on disk or media in a clear text format. Passwords and/or authentication must be encrypted and can't be in clear text at any time.

### **SNMP**

All vendor devices will not be "default" public and private community strings.

## **ID's and Passwords**

All vendor ID's and passwords of any kind will not be the default or "as installed".

## **Device non-volatile memory**

All vendor devices using non-volatile memory such as hard drives, and memory sticks will be handled as outlined below in the notes section.

### **Note about securing multi-function device data:**

- For any vendor device utilizing non-volatile memory such as hard drives, memory sticks, flash drives, and the like
- For drives that will be reused or disposed of in a functional state: use of a reputable erasure utility implementing DOD 5220.22. A 3-pass wipe of a large hard disk.
- For drives that are defective, dead, or sufficiently unresponsive that they do not complete the 5220.22 wipe protocol: physical destruction (degauss\destroyed) prior to RMA or disposal.

**Note about solid state devices:** Disk wiping protocols are unreliable when used on USB thumb drives, compact flash, MMD/SD, and other solid-state memory devices. Multi-pass wiping is not technically relevant for solid-state memory devices. Solid-state storage has a very limited number of read/write cycles and is designed with considerable surplus storage. This surplus storage is used to relocate data away from failing data segments. Wipe utilities cannot guarantee that all blocks allocated to files have been wiped. Further, they cannot insure new data, which is data used to perform the "wipe" is properly committed to the device. Non-volatile memory of this nature must be physically destroyed prior to RMA or disposal.

**Note about vendor's network and systems health:** Office of Information Technology will review the vendor's network health process and their network health process and their network health via a semi-annual inspection. The inspection will audit the items listed above, such as Virus Protection software running properly up to date for industry standards as well as patch level of the systems the vendor uses. Results will be provided to FDOT District 5 Management.

**EXHIBIT 2**  
**DISTRICT 5 ENGINEERING COPIER REQUIREMENTS**

Minimum width Scan & Copy: 42"

Print Drivers: Vendor system must support print from DOT client systems. DOT currently uses Windows 10 and newer Microsoft Windows Operating Systems, both 32bit and 64bit.

Network Protocols: TCP/IP on 10/100/1000 Base TX Ethernet

Scanner Data Formats: TIFF, GALS, PDF

Printer Data Formats: HP-GL/HP-GL2; HP-RTL; CALS; Adobe PostScript 3

Media: Bond, Vellum, Mylar, Tyvek

Scanner Tools: Previewer

Copy Resolution: 600 DPI (minimum)

Maximum Scan Resolution: 600 DPI (minimum)

**EXHIBIT 3  
DISTRICT 5 OFFICE LOCATIONS**

1. DeLand District Headquarters  
719 South Woodland Boulevard  
DeLand, Florida 32720
2. Brevard Operations  
555 Camp Road  
Cocoa, Florida 32927
3. Deland Operations  
1650 North Kepler Road  
DeLand, Florida 32724
4. Leesburg Operations  
1405 Thomas Road  
Leesburg, Florida 34748
5. Ocala Operations  
627 North West 30<sup>th</sup> Avenue  
Ocala, Florida 34475
6. Orlando Operations  
420 West Landstreet Road  
Orlando, Florida 32824
7. \*\*Orlando Office Complex  
133 South Semoran Boulevard  
Orlando, Florida 32807
8. Oviedo Operations  
2400 Camp Road  
Oviedo, Florida 32765
9. Lisbon – Durastress/Prestress Operations  
11325 county Road 44 East  
Leesburg, Florida 34788
10. Rockledge  
4150 South Fiske Boulevard  
Rockledge, Florida 32955
11. \*\*Regional Transportation Management  
Center-RTMC  
4975 Wilson Road  
Sanford, Florida 32771

\*\*Orlando Office Complex will be moving to Sanford (RTMC-Regional Traffic Management Center) on or about January 31, 2019. **All equipment provided under this contract shall be moved from the Orlando Office Complex to the Sanford RTMC at no additional cost to the Department. Any additional equipment needed for the RTMC shall be provided under the terms set forth in this Contract.** Additional equipment shall be delivered, set-up, and all staff trained as requested by the Department Project Manager.

Exhibit 4 District Five Copiers and Printers  
District Five Quick Copy Center Services and Walk-up Convenience Copiers  
RFP-DOT-17-18-5009-COPY

Office / Location	ROOM #	Copiers/ Brand	Number #		L= Leased	Term Date	Printers/ Brand	Number #		Point of Contact
			Color	B/W	O=Owned			Color	B/W	
<b>District Office</b>		24-Canon MFD (All Included Below)	11	13	L	12/31/2017	Canon			
<b>Print Center Room</b>	127				O		HP LaserJet 9050n		1	
	127	Scanner/OCE' Wide Format	1		O					
	127	OCE' 750 B/W Printer 36" Bond, Vellum, Mylar Wide Format			O				1	
	127	Canon C7055	1		L	12/31/2017				
	127	Canon 8105		1	L	12/31/2017				
<b>1st Floor Right of Way</b>										
	1C51	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning			
Copy Room - West	1C51				O		Color LaserJet CP5525xh Printer	1		
Data Researach - Cost Est	1C21				O		Color LaserJet CP5525xh Printer	1		
Copy Room - Admin	115	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning			
Cost Estimate by Buzz	1C21				O		HP LaserJet 2430tn		1	
Masters, Tammy	1C63				O		HP LaserJet 2430tn		1	
Wilson, Michelle	1C25				O		HP LaserJet 4250n		1	
Copy Room - Admin	115				O		HP LaserJet 9050n		1	
Copy Room - West	1C51				O		HP LaserJet 9050n		1	
Appraisal File Room	1C46				O		HP LaserJet P3015n		1	
Wilson, Terrie	1C57				O		HP LaserJet P3015n		1	
Acquisition	1C42				O		LaserJet P3015x Printer		1	
Remington, Laura	1C02				O		HP LaserJet P3015n		1	
<b>1st Floor Annex</b>										
Copy Room	165				O		HP Color LaserJet 4650n	1		
	165	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning			
Modal	1C-75	Canon C2225	1		L	12/31/2017				
<b>1st Floor EOC</b>					O		HP LaserJet 9050n		1	
<b>2nd Floor Annex</b>										
	256	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning			
Copy Room	256				O		HP ColorJet Enterprise M855	1		
<b>3rd Floor Annex</b>	Safety				O		HP Color LaserJet 5500n	1		
<b>2nd Floor</b>										
CPM	2C99				O		HP Color LaserJet 4600n	1		
CPM	2C96				O		HP LaserJet 9050n			
OIT	2C77				O		HP Color LaserJet CP6015xh	1		
OIT Service Desk					O		HP LaserJet Enterprise M527		1	
OIT-Kiosk					O		HP LJ1320		1	
Facilities		Canon C1030iF	1		L	12/31/2017				
Design Area	2C34				O		HP LaserJet 9050n		1	

	2C41				O		HP LaserJet 9000n		1
	2C45				O		HP LaserJet 9050n		1
	2C16				O		HP Color LaserJet 5500n	1	
					O		HP Color LaserJet CP5225	1	
<b>2nd Floor Copy Room</b>	210				O		HP DesignJet 4000PS Wide Format	1	
	210				O		HP Color LaserJet 4650	1	
	210	Canon C2230	1		L	12/31/2017			
	210	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning		
	221	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning		
<b>3rd Floor</b>									
Survey & Mapping	318	Oce Colorwave 650 Wide format	1		O				
	318	Oce Scanner Wide Format	1		O				
					O		HP LaserJet 9050n		1
					O		HP LaserJet 8150		1
					O		HP LaserJet 600 M602		1
Jenny Palmer	3C-11				O		HP LaserJet 2300d		1
Inside cube	3C-32				O		HP LaserJet 500 Color MFP M575	1	
Outside cube	3C-32	Canon C2225	1		L	12/31/2017			
	3C-47				O		HP Color LaserJet 4600dn	1	
<b>3rd Floor Copy Room</b>	309				O		HP Color LaserJet CP6015dn	1	
	309	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning		
	309	Canon File Print 470/Microfilm			O		With Canon Microfilm Scanner 800		1
	316	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning		
Outside cube	3C-122				O		HP LaserJet 9050n		1
Outside cube	3C-133				O		HP LaserJet 9000n		1
Outside cube	3C-87	Canon C3330i	1		L	12/31/2017		1	
	3C-84				O		HP LaserJet 4050		1
Maintenance		Canon C2230	1		L	12/31/2017			
Construction									
Outside Cube	3C-72				O		HP LaserJet 9050dn		1
	3C-66				O		HP DesignJet 800	1	
Ray Marlin	3C-37				O		HP LaserJet 4200n		1
<b>4th Floor</b>									
<b>Exec Suite</b>	Closet				O		HP Color Laserjet 5500dm	1	
Crystal					O		HP LaserJet P1606dn		1
Norma					O		HP LaserJet 6P		1
Fax Room	fax room	Canon C5030	1		L	12/31/2017			
<b>Legal</b>					O		HP LaserJet 500 Color M551	1	
<b>Procurement</b>	4C-27	Canon C2225	1		L	12/31/2017			
<b>Financial</b>	4C-49	Canon C2230	1		L	12/31/2017			
<b>Performance Management</b>	4C-33	Canon 2552		1	L	12/31/2017			

<b>Copy Room</b>	427	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning			
	409	Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning			
	4C-53				O		HP Color LaserJet 5550n	1		
Aida	4C-55				O		HP LaserJet 2420		1	
	4C-57				O		HP Color LaserJet 5500n	1		
<b>GIS LAB</b>	4C-23				O		HP Designjet T520	1		
	4C7				O		HP LaserJet 9000n		1	
	4C7				O		HP Color LaserJet 6P 6015dn	1		
<b>HR</b>		Canon C1030iF	1		L	12/31/2017				
		Canon 6055		1	L	12/31/2017	B/W Print- b/w/Color scanning			
<b>Brevard Operations</b>	4 PO's	Toshiba-State Contract	3		L	9/30/2018				
		Wide Format Scanner KIP 7100		1	L	3/1/2018				
Mary					O		Konica Minolta		1	
Barry Hallman					O		Desktop printer for MMS		1	
Mary Peltzers					O		HP LasewrJet		1	
Juilie Richardson					O		HP Universal Print		1	
Mo Hassan					O		Brother	1		
<b>Rockledge Building</b>		MFD	1							
							Ability to scan thin paper (asphalt tickets)			
<b>Deland Operations-Kepler</b>		Konica Minolta (7)	4	3	L	2019/2020	Can make do with 5 MFD			
Materials & Research		Toshiba State Contract	1		L		Would like 1 for Dura-stress and 2 in M&R, MFD			
	Pre-stress	Konica Minolta BIZHUB 364e		1	L					
	Dura-stres	Konica Minolta			L					
<b>Oviedo Operations</b>	Front Office	Toshiba	1		L	1/31/2019		1		
	SHOP	Toshiba Month to Month	1		L	6/30/2017		1		
OUO		Toshiba Month to Month	1		L	ended		1		



Desktop Printers(10)					O		10 desktops printers on the network, served by Toshiba contract, Sept. 2016 buy toners from them they provide free service, toners have 2 year warranty, state contract, technician comes out and works on them service free, we pay for parts. If we get rid of the MFD's we will lose the service contract for the printers. Need 4 MFD Toshiba has their own people to do maintenance, the respond immediately..... Konica Minolta does not they use copy tronics. Toshiba you can scan with your ID badge	1	9
<b>Leesburg Operations</b>		4-MFD's total Need to replace with 4 MFD's and 9000					Annual maintenance contract through state contract, furnish		
		Konika Minolta C458	1		O		Konika Minolta through North American Office Solutions		
		Konika Minolta C454E	1		O				
		BIZ Hub 284	1		O				
	SHOP	Canon IR25	1		O				
	MMS	HP LaserJet 9000	1		O				
<b>Orlando Operations</b>	Main Build	Toshiba State Contract	1		L	6/1/2020	Moving forward need to replace 4 MFD's and 9500 printer.		
	New Modu	Toshiba	1		L	6/1/2020			
	Shop	Toshiba		1	L	3/1/2019			
	Crew Roon	Toshiba		1	L	8/1/2019			
	East Wing	Using MFD's for EDMS scanning, purchased scanner for \$3K for big permits, having issues with it			O		9500 Color Printer	1	
							Minolta has been an issue in the past. Toshiba is good, top notch on service		
<b>Ocala Operations</b>		Toshiba State Contract	1		L	6/1/2018	Moving forward would like a MFD, 1 color and 3 b/w for a total of 4		
	Receptionist Area	TOSHIBA e-STUDIO Series 357 MFD			O				1
	Irinas Office				O		HP Universal Printing		1

OIT/Vacant Office - Needs Label - Offline				O		HP LaserJet 4000 Series PCL 5		1	
Field Crew Building				O		HP LaserJet 4250 PCL6		1	
Admin Fax Room				O		HP Color LaserJet 5550 PCL 5	1		
Receptionist Area				O		HP Color LaserJet 556	1		
Admin Fax Room				O		HP LaserJet 9000 Large Color		1	
Admin Bldg Retention Area				O		HP Color LaserJet M402dn	1		
Shop Office				O		HP LaserJet 4000 Series PCL 5		1	
MMS				O		Remote Printer		1	
RCI				O		Remote Printer		1	
Warehouse				O		Remote Printer		1	
<b>Orlando Urban Office</b>									
	Konica Minolta State Contract	1		L	6/30/2018				
	Konica Minolta	1		O					
				O		HP LaserJet 9000 (need surplus)		1	
						Some desktops (not replacing)			
	<b>TOTAL COPIERS</b>	<b>47</b>	<b>33</b>			<b>TOTAL PRINTERS</b>	<b>31</b>	<b>54</b>	

## STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

### State of Florida PUR 1000

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**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(14) and (15) 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(22), Florida Statutes, 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. 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. 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 or by calling the Division of Consumer Services at 1-877-693-5236.

**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://dhis.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.

EXHIBIT "B"  
METHOD OF COMPENSATION  
District Five Quick Copy Services and Walk-up Convenience Copiers  
RFP-DOT-17-18-5009-COPY

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", Scope of Services, and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided for each Local Unit will be initiated and completed as directed by the Project Manager. A "Purchase Order" will be issued for all services required for the District.

3.0 COMPENSATION:

There is no Maximum Limiting Amount of funding associated to this contract.

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

4.0 FINANCIAL CONSEQUENCES

Payment will not be made to the Vendor until the products have been delivered and/or the specified services have been satisfactorily performed and accepted by the Department.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit a monthly invoice for all copy services throughout all District Five Offices. The invoice shall be submitted in a format acceptable to the Department. The Department will accept or reject services in accordance with Exhibit "A", Scope of Services. Monthly, the Vendor shall provide an invoice detailing all services provided to all District Offices delivered and accepted by the Department. Any changes to the invoice deemed necessary by the Department will be made by the Vendor prior to the Department accepting the delivery. Once changes have been made, the invoices will be adjusted and signed by the Vendor to reflect the Final Invoice amount due.

For satisfactory performance of the services detailed in each Purchase Order, the Vendor shall be paid for the quantities delivered and accepted by the Department at the unit rates provided in Table 1.

Invoices shall be submitted to the Florida Department of Transportation at the attention of Facility Services at 719 South Woodland Boulevard, DeLand, Florida 32720-6834 as specified in each Purchase Order.

The Vendor has certified that \_\_\_% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A", Scope of Services, are contained in Table 1, attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

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

Table 1

DESCRIPTION	UNIT	PRICE
Black & White Copies (8.5x11 — 11x17)	Each Page	\$
Color Copies (8.5x11 — 11x17)	Each Page	\$
Oversized Black & White Copies		
0 -1,000 square feet per month	Square Ft.	\$
Over 1,000 square feet per month	Square Ft.	\$
Oversized Color Prints		
0-1,000 square feet per month	Square Ft.	\$
Over 1,000 square feet per month	Square Ft.	\$
Copy Center Only		
Scanning of Small Documents (up to 11 x 17)	Each Page	\$
Scanning of Large Documents (over 11 x 17)	Each Page	\$

**State of Florida  
Department of Transportation**



**FORMS**

for

RFP-DOT-17-18-5009-COPY

**District Five Quick Copy Center Services and Walk-Up  
Convenience Copiers**



State of Florida  
Department of Transportation  
District Five Headquarters—Procurement Services  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834

**REQUEST FOR PROPOSAL REGISTRATION**

\*\*\*\*\*

**PLEASE COMPLETE AND RETURN THIS FORM ASAP  
E-FAX TO 850-412-8092**

\*\*\*\*\*

RFP Number:  RFP-DOT-17-18-5009-COPY

Title:  District Five Quick Copy Center Services and Walk-Up Convenience Copiers

**Technical & Price Proposal Due-Date & Time (On or Before): March 27, 2018 at 2:00PM**

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and e-fax this sheet only to the Florida Department of Transportation Procurement Office at 850-412-8092.

**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](http://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 Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.**

Company Name: \_\_\_\_\_ FEID# \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

For questions on this process, please email all questions to the address in Special Conditions Section 3.

BID PRICE PROPOSAL FORM  
 District Five Quick Copy Center Services and Walk up Convenience Copiers  
 RFP-DOT-17-18-5009-COPY

Form No. 2

Table 1

DESCRIPTION	MONTHLY ESTIMATED QUANTITY	UNIT	*UNIT RATE	TOTAL COST
Black & White Copies (8.5x11 — 11x17)	112,600	Each Page	\$	\$
Color Copies (8.5x11 — 11x17)	33,700	Each Page	\$	\$
Oversized Black & White Copies				
0 -1,000 square feet per month**	1,000	Sq Ft.	\$	\$
Over 1,000 square feet per month**	1,300	Sq Ft.	\$	\$
Oversized Color Prints				
0-1,000 square feet per month	1,000	Sq Ft.	\$	\$
Over 1,000 square feet per month	300	Sq Ft.	\$	\$
Copy Center Only				
Scanning of Small Documents** (up to 11 x 17)	5,000	Each Page	\$	\$
Scanning of Large Documents** (over 11 x 17)	1,000	Each Page	\$	\$
<b>GRAND TOTAL</b>				\$
<b>***AVERAGE COST (Divide the SUM of the Total Cost column by 8 to get the Average Cost)</b>				\$

\*The Unit Rate will be used for payment purposes and will be included in Exhibit "B", Method of Compensation, Table 1

\*\*Since the Department has no prior year totals for Scanning of Small and Large Documents, the above quantities are a "True Estimate."

\*\*\*The Average Cost will only be used to determine the award of the contract.

**Instructions:** Insert a Unit Rate for each of the eight (8) line items above in Table 1. Multiply the Annual Estimated Quantity by the Unit Rate and put that amount in the Total Cost column. Repeat this step for the next seven (7) lines. Add all eight (8) lines in the Total Cost column and put that amount in the Grand Total box. The last box is where you will insert the Average Cost. Please, divide the Grand Total by eight (8) to get the Average Cost. The Average Cost will only be used to determine the award of this contract. The Department will verify the calculations and reserves the right to re-calculate and correct this amount if calculated improperly.

The Unit Rates above shall be for the original contract period and any renewals thereof as amended by the contract. All Unit Rates above shall include **all costs** associated with providing the services described in Exhibit "A", Scope of Services, and any amendments or revisions thereto.

**MFMP Transaction Fee**

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the .70% (seven-tenths of one percent) MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14 (see Special Conditions, Section 1, Paragraph 2).

**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.

Proposer: \_\_\_\_\_ FEID#: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed / Typed: \_\_\_\_\_ Title: \_\_\_\_\_

**Vendor Data Sheet**  
**RFP-DOT-17-18-5009-COPY**

Form No. 3

**CORPORATE INFORMATION**

DATE: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): \_\_\_\_\_  
(State Purchasing System (SPURS) Vendor Number)

VENDOR NAME: \_\_\_\_\_

CORPORATE STRUCTURE: (Inc./LLC): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CELLULAR: \_\_\_\_\_

TOLL FREE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ / \_\_\_\_\_

INTERNET E-MAIL ADDRESS: \_\_\_\_\_

INTERNET WEBSITE URL: \_\_\_\_\_

**LOCAL OFFICE INFORMATION, (If other than above)**

CONTACT NAME: \_\_\_\_\_

ALTERNATE CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CELLULAR: \_\_\_\_\_

TOLL FREE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_ / \_\_\_\_\_

INTERNET E-MAIL ADDRESS: \_\_\_\_\_

**RFP Requirements**

- 1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) \_\_\_\_\_ Attach Proof \_\_\_\_\_
- 2) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA (Y/N) \_\_\_\_\_ Attach Proof \_\_\_\_\_
- 3) LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (Y/N) \_\_\_\_\_ Attach Proof \_\_\_\_\_
- 4) REGISTERED WITH THE DEPARTMENT OF CORPORATIONS: (Y/N) \_\_\_\_\_ Attach Proof \_\_\_\_\_

\_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_  
(Title)

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
Public Records Form**

Solicitation No: RFP-DOT-17-18-5009-COPY

Financial Project No(s): 2433761A102

Project Description: **District Five Quick Copy Center Services and Walk-Up Convenience Copiers**

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, 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. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

375-030-60  
**Form No. 5**

Florida Statutes  
PROCUREMENT  
287.135

09/16

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

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

Certified By: \_\_\_\_\_,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**  
RFP-DOT-17-18-5009-COPY

Form No. 6

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

**YES**

**NO**

NAME OF BUSINESS: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MBE PLANNED UTILIZATION**

Form No. 7

375-040-24  
PROCUREMENT  
03/17

PROCUREMENT NO. RFP-DOT-17-18-5009-COPY FINANCIAL PROJECT NO. \_\_\_\_\_  
(DEPARTMENT USE ONLY)

DESCRIPTION: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_

plan to subcontract at least \_\_\_\_\_ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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