

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFP-DOT-18/19-8001-RM

**ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE REGION**

FPI Nos. 000156-1-81-01 and 405015-1-81-01

ADVERTISEMENT

**INVITATION TO BID
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE**

Sealed Bid Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise (FTE), Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, September 25, 2018**, for the following project:

RFP-DOT-18/19-8001-RM

SCOPE OF SERVICES: This is an Indefinite Quantity Agreement which retains the Vendor to provide full armored car and depository banking services for the toll revenue collections from the toll plazas located in the Panhandle Region. It is anticipated that the term of the Contract will begin on or about January 1, 2019 and be effective for five (5) years thereafter.

Proposer's Qualifications:

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.

The Proposer shall meet the following minimum qualifications:

- Have been actively engaged in the type of business being requested for a minimum of five (5) years.
- Shall be a "Qualified Public Depository" under Florida Security for Public Deposits Act (Chapter 280, Florida Statutes)

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 accepted 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.

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents 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.

For services contracts, all 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.

For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the FL Department of Business and Professional Regulation.

For licensing, contact:

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

NOTE: 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 seventy-two (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.

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the timeline of the attached solicitation, with agendas for the public meetings.

MFMP Transaction Fee:

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Condition #14. However, all vendors should be aware, that Effective July 1, 2018, through June 30, 2019, in accordance with House Bill 5003, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will remain at seven-tenths of one percent (0.7%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Title VI of the Civil Rights Act of 1964

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the

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

INSPECTOR GENERAL

The Contractor/Consultant/Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

PRE-PROPOSAL MEETING: NO PRE-PROPOSAL MEETING WILL BE HELD.

HOW TO APPLY: Prospective proposers may obtain a complete Request for Proposal (RFP), including specifications and general proposal conditions for the above-referenced project by copying the link below into your browser:

http://www.myflorida.com/apps/vbs!/vbs_www.search_r2.matching_ads

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

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

<http://myflorida.com>

Scroll to the Bottom of the Page

Click on “MyFlorida Legacy Website”

Click on "Business"

Click on "Doing Business with the State"

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

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

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.
this site.

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

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
via Email to robin.morgan@dot.state.fl.us**

RFP Number: RFP-DOT-18/19-8001-RM

Title: Armored Car and Depository Banking Services – Panhandle Region

Proposal Due Date & Time: Tuesday, September 25, 2018, 2:30 p.m.

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and email this sheet only to Robin Morgan at the Florida Department of Transportation Procurement Office at robin.morgan@dot.state.fl.us.

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

Business Name: _____

Address: _____

City, State, Zip: _____

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

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: (Robin Morgan, robin.morgan@dot.state.fl.us, 407-264-3697)

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



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**State of Florida
Department of Transportation**



**REQUEST FOR PROPOSAL
RFP-DOT-18/19-8001-RM**

**ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE REGION**

FPI Nos. 000156-1-81-01 and 405015-1-81-01

**DIRECT ADMINISTRATIVE AND
TECHNICAL QUESTIONS TO:**

**Email: robin.morgan@dot.state.fl.us
Phone: (407) 264-3697**

SUBMIT SEALED BIDS REGULAR MAIL TO:

**Robin Morgan, FCCM
Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, FL 34761-3069**

**SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR
HAND DELIVERY TO:**

**Robin Morgan, FCCM
Florida Department of Transportation
Florida's Turnpike Enterprise MP 263
Turkey Lake Service Plaza, Bldg 5315
Ocoee, FL 34761-3069**

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the “Department”, requests written proposals from qualified Proposers to provide full armored car and depository banking services for the toll revenue collections from the toll plazas located in the Panhandle Region. It is anticipated that the term of the Contract will begin on January 1, 2019 and be effective for five (5) years thereafter.

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 Scroll to the Bottom of the Page, click on “MyFlorida Legacy Website,” click on "Business," click on "Doing Business with the State," under "Everything for Vendors and Customers," click on "Vendor Bid System (VBS)," under "Vendor Bid System," click on "Search Advertisements," drop menu for Agency and Select "Department of Transportation," scroll down and Click on "Initiate Search.”

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

| <u>ACTION / LOCATION</u> | <u>DATE</u> | <u>LOCAL TIME</u> |
|---|-------------------|-------------------|
| DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions) | 09-11-2018 | 05:00 PM |
| PROPOSALS DUE, ON OR BEFORE - (Technical and Price Proposal) Florida’s Turnpike, MP 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 | 09-25-2018 | 02:30 PM |
| PUBLIC OPENING (Technical Proposal) - Florida’s Turnpike, MP 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 | 09-25-2018 | 02:30 PM |
| POSTING OF INTENDED AWARD - through 10-05-2018 | 10-02-2018 | 05:00 PM |

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-18/19-8001-RM:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. two (2) minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of fifteen (15) minutes total for public input related to the RFP solicitation.
- At conclusion of public input or fifteen (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.

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 Procurement Agent 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, 2018, through June 30, 2019, in accordance with House Bill 5003, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will remain at seven-tenths of one percent (0.7%) 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 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 seventy-two (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 Agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the Procurement Agent identified below. Questions must be received no later than the time and date reflected on the 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 Scroll to the Bottom of the Page, click on "MyFlorida Legacy Website," click on "Business," click on "Doing Business with the State "under" Everything for Vendors and Customers," click on "Vendor Bid System (VBS)," under "Vendor Bid System," click on "Search Advertisements," drop menu for Agency and Select "Department of Transportation," scroll down and Click on "Initiate Search.", under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Robin Morgan, Senior Contract Specialist, robin.morgan@dot.state.fl.us. Florida's Turnpike Enterprise, P.O. Box 613069, Ocoee, FL 34764, Fax (407) 264-3058.

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3697.

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 Scroll to the Bottom of the Page, click on "MyFlorida Legacy Website," click on "Business," click on "Doing Business with the State," under "Everything for Vendors and Customers," click on "Vendor Bid System (VBS)," under "Vendor Bid System," click on "Search Advertisements," drop menu for Agency and Select "Department of Transportation," scroll down and Click on "Initiate Search." 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/.

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 after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Florida Statutes and Florida Administrative Code.

8) PRE-PROPOSAL CONFERENCE: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

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 Department. Any deviation from these criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the Department.

Replacement of all materials found defective within the warranty period shall be made without cost to the Department, 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, Robin Morgan, P.O. Box 613069, Ocoee, FL 34761** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) 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 \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 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) FIDELITY BOND

(X) Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including any renewals and extensions, the Vendor shall maintain a fidelity bond in the minimum amount of one million dollars (\$1,000,000.00). The fidelity bond shall insure against all causes of loss, whether by reason of intentional act, negligent act or omission, wrongful or criminal act, or otherwise, of money and securities of the Department that are in the care, custody and/or control of the Vendor or any sub-vendor. The policy shall provide a minimum limit of one million dollars (\$1,000,000.00) per loss. The bond must be issued by an insurer holding a valid certificate of authority from the Florida Office of Insurance Regulation, and the bond must name the Department as an additional insured. The fidelity bond must be made available for inspection upon request by the Contract Administrator. The bond shall provide that in the event of any material change in or cancellation thereof, thirty days advance written notice shall be given to the Department or as provided in accordance with Florida law.

13) METHOD OF COMPENSATION

Refer to Exhibit "A," Scope of Services and Method of Compensation is attached hereto and made a part hereof.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the Contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

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 the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

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 thirty-five (35) 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 (1) 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 (1) 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-responsive. 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-18/19-8001-RM
(One (1) Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-18/19-8001-RM
(One (1) Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE (1) ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (One (1) Original, one (1) electronic file and four (4) copies)
(Do not include price information in Part I)

The Proposer must submit one (1) original, one (1) electronic and four (4) copies of the Technical Proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The Technical Proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-18/19-8001-RM".

1. Corporate Qualifications and Experience

The Proposer shall demonstrate a minimum of five (5) years of corporate experience in the performance of the required services. The Proposer shall provide at least three (3) references. References shall include the name of a contact person, telephone number, and physical address. Only references that verify the Proposer's specific corporate experience related to the services required will be acceptable.

2. Team Member's Qualifications and Experience

The Proposer shall demonstrate qualifications and experience of the Proposer's team members in projects of similar scope and requirements including: proven ability of Proposer's team members to provide required services; ability of Proposer's team to perform required tasks within the time and resource limits; time commitment of Proposer's team to the project.

The Proposer shall furnish resumes of Proposer's Project Manager and other key personnel presently employed by the Proposer who will be assigned to the Project. The Project Manager shall have a minimum of three (3) years of specific experience in management consultant services as described in the Scope of Services. Other key personnel on the Proposer's team shall be discussed.

3. Understanding of Scope of Services

The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained. The efficient use of manpower and materials shall be considered.

The Proposer shall completely describe its operations, objectives and manpower resources.

4. Project Approach

The Proposer shall clearly demonstrate the Proposer's approach to the attainment of objectives presented in the Scope of Services, making specific references to work encompassed, including a discussion of potential difficulties and methods for solution and probable effectiveness of the approach with respect to objectives, explaining what data will be available for electronic transmission, if the proposer's system will fully integrate with the DOT's software and any other data that will be transferred electronically, suggestions of improving services, and any proposed cost reductions for the services specified herein.

22.3 Price Proposal (Part II) (one (1) original and one (1) copy)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-18/19-8001-RM". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than ten (10) point font. The proposals

should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

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

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

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two (2) 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 Florida Statutes and 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-18/19-8001-RM - 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
Florida's Turnpike Enterprise, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
Attn: Robin Morgan
Phone # (407) 264-3697
Reference RFP-DOT-18/19-8001-RM on the package**

It is the proposer's responsibility to assure that the proposal (Technical and Price Proposal) is delivered to the proper place **on or before** the Proposal due date and time (See Introduction, Section 2, 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 thirty-five (35) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than thirty-five (35) 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 Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The Vendor's completed form shall become a part of the Contract upon award of the Contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office will review and evaluate the Price Proposals and prepare a summary of its price evaluation. The Procurement Office 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 (50 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. Corporate Qualifications and Experience | 0-10 |
| 2. Team Member's Qualifications and Experience | 0-10 |
| 3. Understanding the Scope of Services | 0-15 |
| 4. Project Approach | 0-15 |

b. Price Proposal (50 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:

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

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, (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 Standard Written Agreement executed by both parties.

33) RENEWAL

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

34) ATTACHED FORMS

Certification of Experience Documentation (2 pages) – Form 1

Drug-Free Workplace Program Certification – Form 2

Contractor Notification – Acknowledgment of Asbestos Warning – Form 3

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) – Form 4

(proposals of \$1 million or more)

Corporate Resolution – Form 5

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

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:

- Standard Written Agreement
- Scope of Services/Method of Compensation
- Attachments
- Special Conditions
- Price Proposal
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

37) LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated in the Contract may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated in the Contract, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$100.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this Contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



FORMS

RFP-DOT-18/19-8001-RM

**ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE REGION**

FPI Nos. 000156-1-81-01 and 405015-1-81-01

CERTIFICATION OF EXPERIENCE DOCUMENTATION

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

_____, hereby certify that this Company has been in business
(Name of Business)

for a minimum of five (5) years and has the experience to perform the services requested by RFP-DOT-18/19-8001-RM.

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

Signature: _____ Date: _____

Name of Business: _____

Note: In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business specifically related to the technical scope and volume of work to that specified in the scope of work for this Contract for the minimum number of years indicated above. Submit documentation of the work experience with the bid package.

The Department will review carefully to determine if the Vendor(s) is responsive, responsible and qualified in the area of work contemplated by this Contract.

Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Print out additional copies of the form or attach additional sheets as necessary.)

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

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

I, _____, _____
(Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)
of _____, hereby certify that;
(Name of Business)

A. Drug-Free Workplace Program Certification

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

B. Vehicle Operator License & Vehicle Registration

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

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

C. Notice of Intent to Sublet

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

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

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

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

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

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

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

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

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

ACKNOWLEDGMENT OF ASBESTOS WARNING

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

of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

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

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

*If person signing for the firm is someone other than one of the Officers listed in the Division of Corporations, a copy of the Corporate Resolution granting signature authorization must be furnished.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL PACKAGE

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

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

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

Certified By: _____

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

Authorized Signature Print Name and Title: _____

Date: _____

CORPORATE RESOLUTION OF

(recite name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for

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

CERTIFICATE OF RESOLUTION

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

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

Signature of Secretary

Name of Secretary printed or typed

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

RFP-DOT-18/19-8001-RM

**ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE REGION**

FPI Nos. 000156-1-81-01 and 405015-1-81-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 000156-1-81-01 and 405015-1-81-01

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

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

Procurement No.: RFP-DOT-18/19-8001-RM

D.M.S. Catalog Class No.: 84121500

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the

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

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- Services shall commence January 1, 2019 and shall be completed by December 31, 2023 or date of termination, whichever occurs first.
 - Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
 - Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
 - This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):
- No general liability insurance is required.
 - The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
 - The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ _____.

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

D. FIDELITY BOND:

- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including any renewals and extensions, the Vendor shall maintain a fidelity bond in the minimum amount of one million dollars (\$1,000,000.00). The fidelity bond shall insure against all causes of loss, whether by reason of intentional act, negligent act or omission, wrongful or criminal act, or otherwise, of money and securities of the Department that are in the care, custody and/or control of the Vendor or any sub-vendor. The policy shall provide a minimum limit of one million dollars (\$1,000,000.00) per loss. The bond must be issued by an insurer holding a valid certificate of authority from the Florida Office of Insurance Regulation, and the bond must name the Department as an additional insured. The fidelity bond must be made available for inspection upon request by the Contract Administrator. The bond shall provide that in the event of any material change in or cancellation thereof, thirty days advance written notice shall be given to the Department or as provided in accordance with Florida law.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shmt>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

- B. Select the Appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representative, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontract under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

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

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

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Authorized Signature

Paul Wai, P.E.
(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED: _____
Procurement Office

LEGAL REVIEW: _____

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "A"

SCOPE OF SERVICES / METHOD OF COMPENSATION

RFP-DOT-18/19-8001-RM

**ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE REGION**

FPI Nos. 000156-1-81-01 and 405015-1-81-01

EXHIBIT “A”
SCOPE OF SERVICES AND METHOD OF COMPENSATION
ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE TOLL REGION

I. OBJECTIVE:

This is an Indefinite Quantity Agreement in which the Vendor shall provide full armored car and depository banking services for the toll revenue collections from the Toll Plazas located in the Panhandle Region.

II. LOCATIONS:

Funds will initially be picked up at the Administrative buildings of the following locations currently located in the Panhandle Region (collectively referred to as the “Toll Plazas”):

- a. Mid-Bay Bridge Toll Facility
1200 White Point Road
Niceville, FL 32578
- b. Garcon Point Bridge Toll Facility
555 Avalon Boulevard
Milton, FL 32583

III. VENDOR SERVICES:

NOTE: If the Vendor chooses to outsource coin processing, a detailed plan shall be submitted with the Technical Proposal for approval prior to awarding and executing the Contract.

- A. The Vendor shall provide bonded and insured armored car pickup of money for deposit and provide monetary change as ordered by the Department. The vehicle used for transport will be an armored type vehicle suitably marked for identification. The container used for transport of money for deposit will be a SECURED CLOSED CONTAINER approved by the Department. Each armored car service employee will be appropriately uniformed for identification purposes and carry an identification card that will be presented to Department employees upon request. The armored car service, both field and warehouse employees, shall be able to speak and understand the English language.

The Department reserves the right to make changes to pickup locations and to the frequency of the pickups as specified in this Contract. The Department also reserves the right to remove the armored car service from this Contract at any time. The Vendor will be notified of all changes made to this Contract within thirty (30) days of the Department’s decision by a Supplemental Agreement.

The Vendor shall provide the Department with the Identification (ID) process of armored car service employees authorized to receive deposits. Any changes to the ID process must be approved by the Department before implementation thereof.

Armored cars are required to pay the appropriate toll as they pass through any toll lane. A SunPass[®] Transponder account can be setup for the Vendor or their sub-vendor(s), if desired, at the appropriate cost. The cost for such toll charges should be included in the Vendor’s Price Proposal. For additional information on setting up SunPass[®] accounts please call 1-888-TOLLFLA (1-888-865-5352).

- B. The Vendor shall “Pick Up” deposits from the designated Department Toll Plazas daily, up to seven (7) days per week (including bank holidays) between the hours of 6:30 a.m. and 11:30 a.m. Schedules are to be provided by the Vendor to the Tampa Regional Toll Office, Fax (813) 233-4261.

Funds picked up on a weekday will be delivered to the bank on the same day in sufficient time to provide same day credit.

Funds picked up on a Saturday, Sunday or on a bank holiday will be delivered to the bank the next day or on the next weekday if the Vendor’s processing center is closed on the day of pickup.

Deposits for each day’s collections will include:

1. Locked Rifkin bags, each containing a two-part Toll Collection Deposit Slip (original white/copy yellow) plus currency and loose coins.
 2. One (1) copy of Rifkin bags Manifest for each day’s collections.
- C. The Vendor will be provided master keys to the Rifkin Bags and key/combo drop safes for each pickup location which are to be secured under dual controls at all times when not in use. These keys are not to be duplicated under any circumstances. In the event that any of these keys are damaged or lost, the Vendor shall immediately notify the Department’s Tampa Regional Toll Office for replacement. In the event that the Vendor loses a key, the Vendor will be assessed the replacement cost of all Rifkin Bag locks or the re-keying cost of affected drop safes, as determined by the Department.
- D. Upon arrival to the Toll Plazas, each armored car employee shall enter the Administration Building through the front door and sign the Guest Sign-in Log. The armored car employee shall be accompanied by a Toll Facility Supervisor before entering the vault room for any purpose, including those listed below:
1. Opening the dual controlled key/combo drop safe in conjunction with the Toll Facility Supervisor using the key provided by the Department. The key is never to be placed in the possession of or made available to any Department employee other than the Regional Toll Manager or his designees and then only with the benefit of a signed receipt.

Responsibility for the safety and security of the key resides solely with the Vendor once the key receipt has been signed.
 2. Recording the number of each individual Rifkin Bag.
 3. Relocking of the dual controlled key/combo drop safe in conjunction with the Toll Facility Supervisor under the same key retention and responsibility requirements listed in item #1 above (Failure to relock the drop safe will require a return trip by the Vendor to the Toll Plaza that same day, at no additional cost to the Department.
 4. Picking up all of the Rifkin Bags: Each bag will be individually receipted for on the forms provided by the Department for that purpose.
 5. All Rifkin Bags will be placed in a larger bag provided by the Vendor. A numbered seal will be affixed where the bag closes. The Toll Facility Supervisor will record the seal number on the manifest. The Vendor will verify the seal number prior to opening.

Representatives of the Vendor or their sub-vendor(s) are required to comply with all of the Department's security procedures regarding access to the Department's buildings and safes. In addition, the Vendor shall be responsible for any damages caused by the Vendor and any sub-vendor to the Department's buildings, which are due to the negligence of the Vendor and/or sub-vendor.

- E. The armored car service employee picking up the deposit will be required to acknowledge receipt of the funds by signing for each numbered Rifkin Bag.
- F. One (1) copy of each day's signed Rifkin Bag Manifest is to be sealed in a dated envelope and delivered to the bank together with Rifkin Bags on the next day after they are picked up.

Each individual Rifkin Bag and any other listed item shall be receipted for by the armored car service employee, and any comments or refused items shall be signed and dated by both the armored car service employee and a Toll Facility Supervisor. When a pickup is made of receipts from more than one (1) day, a separate signature is required for each day's Rifkin Bags and placed in a separate sealed envelope.

- G. Upon delivery to the bank, an authorized bank employee will sign for each Rifkin Bag and each sealed and dated envelope, by number, on the Rifkin Bag Manifest enclosed in the accompanying sealed envelope, noting the time of receipt. The Vendor will, on a daily basis, mail a signed copy of each receipt, together with validated bank deposit slips, the corresponding originals of the Toll Collection Deposit Slips with corrections in red ink at the following location:

Traffic & Revenue Audit Center

P.O. Box 9828
Ft. Lauderdale, FL 33310

Vendor will provide forms with the package that include an itemized list of the bag number, the declared deposit amounts, the received deposit amounts, the over/under and the reason for them.

The yellow copies of Toll Collection Deposit Slips and copies of all records acknowledging separate receipt for the bags and envelope representing each day's collections will be retained by the Vendor, and made available to the Department for review upon request by the Department.

- H. The coin amount of each Rifkin Bag is to be counted separately from any other bag, the contents are not to be commingled nor counted in aggregate, so that actual count of each collector's deposit may be recorded.
- I. The Vendor shall return all Rifkin Bags to the designated Toll Plazas in the same condition as when said bags were received by the Vendor. The Vendor shall be liable for damage or loss of the bags and/or their contents. The Department's standard rate of twenty-five dollars (\$25.00) per hour plus parts for the repair of bags and/or the replacement price will be assessed to the Vendor in the event of damage, destruction or loss of a bag.
- J. Toll collection funds are to be credited to the depository account **on the same day** as they are picked up by the armored car service. It is the Vendor's responsibility to ensure that the armored car service delivers all Toll Plaza funds on the same day that they are picked up from a Toll Plaza and in sufficient time to allow full processing of Rifkin Bags and same day credit to the depository account.

If toll collection funds are delivered on a Saturday or Sunday, all provisions concerning same day processing listed above will apply. Credit for these funds will be effective the opening of the next weekday (excluding bank holidays). This provision in no way relieves the Vendor or its agent(s) from the responsibility to count the Department's funds on the weekend/day they are picked up.

The Vendor shall provide and maintain a phone number for the Department to contact Vendor on weekends and holidays.

The Department recognizes that when Rifkin Bag deposits from several days are delivered at one (1) time, (usually after weekends or holidays), or, under other unusual circumstances, it is possible that all funds delivered on that day will not be processed the same day. Under any circumstances resulting in the inability of the Vendor to provide credit according to the provisions of this paragraph, the following procedures shall apply:

1. The Department's accounts shall be credited the same day as the funds are picked up, based upon the average of the previous seven (7) day's deposit from the same location(s), multiplied by the number of days work for which credit is not being provided in the normal manner.
2. When the deposit is actually processed on the next working day, a matching debit is to be made, washing the credit based upon the seven (7) day average amount.
3. The Department's accounts are credited, based upon the actual counting of the Department's fund by the bank personnel. An individual credit will be made for each day's work received.

In all cases, the Vendor shall retain and prepare, at the bank, preprinted deposit tickets for the Toll Collection Accounts. One (1) separate deposit slip (if necessary) will be prepared for each day's receipts (seven (7) days each week):

1. One (1) daily deposit ticket for the Toll Plaza will be for that day's Rifkin Bags and will include, a validated total for all of the Rifkin Bags from that day.
2. All bank deposit tickets shall contain a machine generated validation, and the validation information shall contain the name of the account, teller number, time of day, account number, and declared amount.
3. The completed and validated bank deposit tickets and the corresponding Toll Collections Deposit Slips will be mailed ***on a daily basis***, together with each days completed and signed Rifkin Bags to the location specified in Paragraph III (G). Batch tickets or legible copies thereof, from coin counters used to count Rifkin Bag contents, shall also be mailed to the location specified in Paragraph III (G) on a daily basis, if available.
4. On the same day as a given day's work is processed, notify the Traffic and Revenue Audit Center by fax, of any individual toll collector deposit which has an overage or shortage greater than three dollars (\$3.00). The fax number for this purpose is (954) 934-1561 for Mid-Bay and Garcon.

5. If, upon further investigation, it is determined by the Department and the Vendor that a debit or credit memo is required for the disputed amount, the debit or credit memo will reference the original deposit and be sent by Vendor to the address as specified in Paragraph III (G) as soon as possible.
- K. Any foreign or mutilated coin and /or slugs, found during the processing of the Department’s deposits, will be returned on a quarterly basis to the Toll Plaza from which it came.
- L. It is mandatory that empty Rifkin Bags be returned to the Toll Plaza from which they were picked up as soon as possible after the funds contained therein have been processed. Under no circumstances will empty Rifkin Bags be delivered to their point of origin later than two (2) calendar days after processing. It is especially critical that the Department receive as many empty Rifkin Bags as possible prior to holidays and/or weekends. If the Toll Plaza requires additional Rifkin Bags, then the Vendor will be required to return to the Toll Plaza to deliver Rifkin Bags, if necessary, at no additional cost to the Department.)
- M. The Vendor shall fill the Department’s orders for change and currency upon request. Change orders are to be processed on the same day received. A list of authorized Toll Plaza employees, along with reset order limits, will be provided by the Tampa Regional Toll Office. Employees on this list, within their pre-established limits, may order change and currency by telephone. Confirmation of the order will be noted on the same or next morning’s Rifkin Bag Manifest at the time of delivery. Under no circumstances will the armored car service vendor release the change order to the Toll Plaza unless an appropriate amount of currency is tendered in exchange at the time of delivery. ***Trust Indenture specifically prohibits debiting of the revenue account for the purpose of filling change orders.***
- N. For each Toll Plaza referred to in Section II, the Vendor shall establish and maintain a separate checking account for which toll collection funds are deposited on the same day that they are picked up from the Department. The account title for each Toll Plaza will be the following:

| | |
|---|-------------------------|
| <u>“Mid-Bay Bridge Toll Plaza”</u> | Toll Collection Account |
| <u>“Garcon Point Toll Plaza”</u> | Toll Collection Account |

The Mid-Bay Toll Plaza Toll Collection Account and the Garcon Point Toll Plaza Toll Collection Account shall hereinafter be collectively referred to as the “Toll Collection Accounts”. For reporting purposes, banking transactions on a calendar month basis will be grouped into one (1) bank statement for each account, and the cut off for the bank statements shall be the last day of the month. ***The Vendor shall make available to the Department – Traffic & Revenue Audit Center (TRAC) and the Office of Comptroller the capability to view depository accounts online daily, weekly, and monthly as needed to verify deposit status.***

The Vendor shall make available to the TRAC and the Office of Comptroller the capability to view and print (printable version) the monthly bank statement online for each and every account between the Department and the Vendor.

The Vendor shall make available the monthly bank statement online no later than the 2nd day of the following month.

There shall be no additional charges for accessing bank statements online. In addition, there will be no online access restrictions imposed by the Vendor.

The Regional Toll Manager or their designees for the Tampa Regional Toll Office and the TRAC may authorize documented debit or credit memos for existing revenue deposits as referenced in Paragraph III (J).

There will be no itemized charges for preprinted deposit slips, numbered seals, checks, additional statements, analyses, wire transfers, change orders, coin wrappers, bill straps, or other materials requested and/or used in administrative, audit or operational support of the Toll Collection Accounts or for any additional accounts. Any such charges shall be deemed to have been included in the Vendor's Price Proposal. Checks that are returned as non sufficient funds will be taken through the customer's account twice prior to returning to the Department. Return checks should be sent to the Office of Comptroller, Attn: Accounts Receivable care of the address listed above.

The Vendor will wire transfer, each Monday morning prior to 9:00 a.m., the balance of funds in the Toll Collection Accounts at the close of business the previous workday:

In the event a national or banking holiday occurs on a Monday, the wire will take place on the morning of the next business day. The Vendor shall make the wire transfer amount per Toll Collection Account available to the Department online before 9:00 a.m., the same day of the wire transfer.

Failure of the Vendor to make transfers in strict accordance with this schedule will result in the Vendor providing compensation to the Department in an amount equal to the average of the prior four (4) week's 13 week U.S. Treasury Bill Rates as published in the Wall Street Journal.

- O. The Vendor will apply a monthly analysis credit for interest earned on the average daily balance in the account (see Section III (N)) which will be computed from the weekly average of the **prior four (4) weeks'** 13 week U. S. Treasury Bill Rate as published in the Wall Street Journal. Copies of the Analysis statement will be provided with the invoice for services each month. The Vendor shall make available the monthly analysis available to the Department online and any other medium as may be required by the Department. **Interest rates should be rounded up for any amount over .50.**
- P. Provide pledged security for the Toll Collection Accounts for the maximum amount on deposit at any one time in accordance with current laws of the State of Florida, including Section 280.04, F.S.
- Q. The Vendor is authorized to subcontract with a reputable armored car service to provide courier services as required by the terms and conditions of this Contract. For its chosen armored car sub vendor, or, if the Vendor should incur a change of armored car carrier, the Department shall be notified as soon as possible and in no instance, less than three (3) weeks prior to the contemplated change, unless such change is made at the request of the Department as a result of unacceptable service by the armored car carrier, in which event, the Department will be notified as soon as possible.

The Vendor will arrange a meeting to include representatives of Revenue Collection Services Department (RCS), the Vendor and the new armored car service as soon as possible and no less than two (2) weeks prior to the contemplated effective date of service by the new sub-vendor. The purpose of the meeting is to promote a clear understanding of the specific requirements of this Contract and allow the Department to review the proposed change for its approval.

- R. The Vendor assumes full responsibility for the safekeeping and delivery of each sealed and/or locked container and the contents therein. Such liability will begin when the sealed or locked container is received and receipted for by the Vendor or the Vendor's agent or sub-vendor, and will end when the funds are transferred by or for the Department's Office of the Comptroller or, in the event that delivery cannot be made, until it is returned to the Department or the Department's consignee and is receipted for. In the event of loss of any sealed and/or locked container, or any or all of the contents therein, while in the possession of the Vendor or their sub-vendor, the Vendor agrees, after receipt of proof of

loss, to reimburse the Department for the full amount of such loss. Loss will be defined as the value of the container, any additions to the container (such as vault lids, seals and/or locks), and the contents therein as provided by documentation made available to representatives of the Vendor.

If for any reason, representatives of the Vendor are not satisfied as to the documentation available, then "Contents" will be defined as the average of the most recent seven (7) days' deposits recorded from the container(s) of like type collected from the same location as the container(s) in question. The Vendor will not be liable for any delay in delivery caused by fire, strike, riot, war, insurrection, act of God, or other controlling cause not arising from the fault or negligence of the Vendor or its agent(s).

- S. The Vendor will allow authorized employees of the Department to visually inspect the internal security of their coin counting and teller area operations upon prior notification by the Department. After such inspection, the Department will notify the Vendor, in writing, of any internal control weaknesses noted. The Vendor shall correct internal control weaknesses within a fourteen (14) day period, at no additional cost to the Department.
- T. Any travel that may be required for the performance of this Contract will be at the expense of the Vendor. The Department does not agree to and shall not be responsible for, providing payment for the Vendor's travel expenses.
- U. The Department's Contract Manager may authorize changes in Contract terms from time to time as reflected by operational necessities. All such changes will conform to existing contract terms and to all applicable statutes, and guidelines regarding the establishment and maintenance of such contracts.

IV. ELECTRONIC TRANSMISSION OF DEPOSIT DATA – TRAFFIC AND REVENUE

- A. The Department requires the electronic transmission of deposit or credit data to the Department servers, either to the Turnpike Enterprise Boca Data Center, Traffic and Revenue Audit Center (TRAC) or any other locations determined by the Department. The Vendor must comply with specifications as detailed below:
 - 1. Hardware requirements
 - a. The Vendor shall furnish all necessary computer hardware to accomplish the transmission of deposit records. The Vendor shall be responsible for all computer hardware related to their internal processing as required.
 - 2. File Transmission
 - a. The Vendor shall transmit data files during regular business hours (Monday through Friday, 8:00 a.m. to 6:00 p.m.), via Secured File Transfer Protocol (sFTP), including the ability to protect the integrity of the file with a current anti-virus program, approved by the Department.
 - 3. Software Requirements
 - a. The Vendor shall be responsible for all software applications necessary to transfer the data file.
 - b. The Vendor shall, from each of its locations, communicate with the Department through a static IP address.
 - c. The Vendor shall be responsible for all programming necessary to produce a flat ASCII file from their existing accounting system with the following record format:

The ASCII flat file should be as follow:

Name = ##Plaza ID Julian Date

X=Alpha Numeric Character
9=Numeric Character
Y=Year
D=Day
M=Month

= Initial for Bank Name
Note: Julian day is the current date of the year.

File Structure:
#of detail records transmitted = XXXXXX (6)
DETAIL RECORD
Account Number = 000009999999999(15) (First five digits zeroes).
TOUR ID# = XXXXXX (6)
BANK BAG# = XXXXXX (6)
COLLECTION DATE = YYYYMMDD
COLLECTOR # = XXXX (4)
UNIT TYPE (C,R,V) = X(1)*
VAULT WIGHT = 9999.99 (7)** , &
VAULT ID = XXXXXX (6)&
BANK COUNT
DEPOSIT TOTAL = 999999.99**
COMMENTS = XXX(30)***
Total Bank deposit = 999999.99**
of detail records transmitted = XXXXXX(6)

* = If type equal V, then no collector ID is required
** = The decimal point is counted
& = If unit type equal {C} or {R}, then no weight or vault IDs are required
*** = If unit type equal {V} then first 3 characters of the comments is the lane ID,
i.e. 01A, where A indicates that the lane is an automatic machine lane.

Vendor shall input plaza ID(s) (NAME = ##PLAZA ID.JULIAN DATE) so that it will automatically insert plaza prefixes and the appropriate account numbers. This will eliminate any keying errors.

d. The bank should also text a file with information of what files were sent that day.

The file should contain two (2) record types.

1. Filename being transmitted.
Example: BA0014000.001 or FU004200.001
2. Total number of files transmitted that day.
example: Total 2

example

BA001400.001
FU004200.001
Total 2

4. Transmission Notes

a. The identifying number will be taken from either the BANK BAG number or the VAULT ID whichever is appropriate.

- b. The UNIT TYPE field indicates the type of deposit. R, V stands for Rifkin or Vault. Those fields that are not appropriate to unit type, e.g., vault would not require collector number, should contain blanks.
 - c. Commas are not transmitted.
 - d. Decimal points are to be transmitted.
 - e. Send all leading zeroes.
 - f. Trailing spaces are to be sent in character fields.
 - g. Do not batch multiple work days in same file.
 - h. The Vendor is responsible for all costs incurred to provide the bank deposit information within a twenty-four (24) hour period in the file format specified above including, but not limited to, the creation, re-creation, transmission, re-transmission, and personnel required to perform the manual data entry.
5. The Vendor is responsible for configuration, support, and maintenance for all hardware and software required to accomplish the transmission of deposit records.

B. General Information

- 1. The anticipated volume of data that will be transmitted daily will be determined at a later date. The amount is estimated to be approximately 1 megabyte of data to be transmitted per day.
 - 2. In addition to the format for the deposit record, the bank transmission should include a header which should consist of a six ASCII character field indicating the number, in decimal value, of deposit records to be transmitted, i.e. XXXXXX. The header and trailer should be the same.
 - 3. The Bank is still required to send hard copies of tapes to include weights, dates, time, etc. The bank's hard copy of transaction data, i.e. deposit slips, should be sent to the TRAC within three (3) working days.
- C. Such electronic transmission may be effected by means of the Vendor's in-house systems or through third party firms.
- D. Once this Contract has been awarded, the Vendor will be required to provide information and sign off on documentation pertaining to third party connections as defined by the Department (STO-2-85-007).

V. OPTIONAL SERVICES (REMOTE DEPOSITS)

Some customer payments are not collected at the Toll Plaza and are remitted to the Florida Turnpike Enterprise Headquarters. As such, the Department may be interested in processing checks via remote deposit using check scanners. The Vendor shall provide details of this service and bid it as an Optional Service. In the event the Department elects to utilize this Optional Service, the Florida Turnpike Enterprise Headquarters would use bank approved scanning equipment. The Vendor shall bid check deposit fees and either a one-time flat fee or a monthly recurring fee for the check scanning equipment. These Optional Service prices will not be included in the scoring criteria for the Price Proposal.

VI. METHOD OF COMPENSATION

It is essential for the Vendor to comply with all specifications, provisions and conditions under this Request for Proposal. Should the Vendor fail to comply, it will be liable to the Department for liquidated damages for each day of noncompliance, at the sum of one hundred dollars (\$100.00) per day. The Department's Contract Manager will provide verbal and written communications to the Vendor referencing any and all problems or deficiencies with items of work as necessary. The Vendor will have a maximum of five (5) working days to correct identified problems and such correction shall be corrected at no additional cost to the Department. Unforeseen circumstances beyond the control of the Vendor, which delay compliance, will be considered at the discretion of the Department. The services described herein will be performed by the Vendor at the rates specified in Exhibit "B," Price Proposal, attached hereto and made a part hereof, in an amount which is the sum of all of the monthly "Net Cost of Services". Calculation of each month's "Net Cost of Services" will be on a unit-price basis as specified in Exhibit "B," Price Proposal.

The amount of interest should be calculated by multiplying the Interest Rate (% key) times the "Positive Collected Balance," divided by number of days in the year, multiplied times the number of days in the month. Interest should be **rounded up with anything over .50**.

For basic depository and armored car (courier) processing, net cost will be at the Vendor's price per trip.

Where the Electronic Transfer of Deposit data is required, additional net costs of services will apply based on the number of actual transfers made during the month at the Vendor's Price per Unit. Developmental costs will be paid as a one-time charge according to the Vendor's cost as specified in Exhibit "B," Price Proposal.

The actual invoice amount, as demonstrated on the "Bank Invoice Format," Attachment A, will be calculated as the total of the Unit Prices per Category times the actual Number of Units per category processed that month, less Interest Earnings on deposits. Interest Earnings will be calculated by applying the month's average depository account balance times the Interest Rate. The Interest Rate will be the average of the prior four weeks' weekly rates as listed in the Wall Street Journal under the Money Rates Column for 13 Week Treasury Bills. When figuring the Interest amount to be subtracted from the cost of services, **round up** for any amount **over .50**.

This is an Indefinite Quantity Contract whereby the Vendor agrees to furnish services at the specified rates for a prescribed period of time. The Department will notify the Vendor should suspension of services be necessary in the event funds are not otherwise made available to cover an overrun. Any changes in this amount due to volume increases or to any of the circumstances described in Section VIII or for any other reason will be by mutual agreement by both parties and will be effected by a Supplemental Agreement.

The Department agrees to pay the Vendor monthly for services on a unit-price basis for that month's services, processed at the Vendor's Price per Unit, as established in Exhibit "B," Price Proposal, upon receipt and approval of an invoice in the format specified in the Bank Invoice Format, Attachment A.

VII. DEPARTMENT RESPONSIBILITIES

The Department will provide a Contract Manager for administering the terms of this Contract, who will be the Deputy Director Revenue Collection Services, Turnpike Enterprise, Ocoee, Florida, telephone number (407) 532-3999.

VIII. ADDITIONS/DELETIONS TO SERVICES

Nothing in this Contract will preclude any additions to, or deletions from, the services required under the terms of this Contract, which the Department determines are in its best interest. Any such changes are at the sole discretion of the Department. Such changes may cause the compensation level of this Contract to be subject to revisions that are mutually agreeable to both parties.

Such additions/deletions may also include changes by the Department in the timing and/or method of the movement of funds from the collection account.

IX. SPECIAL PROVISIONS TO THE CONTRACT

- A. During the period of time specified above, the Vendor is required to meet all of their contractual obligations as enumerated Items I through VIII of this Contract. These obligations include but are not limited to all requirements as to timeliness of pickup and delivery of deposits, turn-around time of Rifkin Bags and coin, credit requirements and the adequacy and turnaround of all required documentation.

It is the Vendor's sole responsibility to ensure that any or all of their sub-vendors meet all of the Department's requirements. Failure of any sub-vendor to carry out the required provisions of the Contract does not excuse the liability of the Vendor.

- B. Continued failure of the Vendor to meet the obligations enumerated in the Contract will result in the written notice of the specific obligations not being met and the establishment of a time period for correction. If, after written notice has been provided by the Department, effective corrective action has not taken place during the specified period, penalties will be applied (see Section 3 COMPENSATION AND PAYMENT, subsection A, of the Standard Written Agreement).

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



ATTACHMENTS

RFP-DOT-18/19-8001-RM

**ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE REGION**

FPI Nos. 000156-1-81-01 and 405015-1-81-01

ATTACHMENT "A"

BANK INVOICE FORMAT

DATE: _____ CONTRACT NO.: _____

NAME AND ADDRESS OF BANK:

ACCOUNT NAME:

ACCOUNT NUMBER:

ACCOUNT BILLING FOR THE MONTH OF: _____

COST OF SERVICES (CONTRACT RATE)

Rifkin Bags Processed: _____ @ \$ _____ /Bag \$ _____

Transmissions Processed: _____ @ \$ _____ /Transmission \$ _____

Courier Pickup: _____ @ \$ _____ /Pickup \$ _____

Total Cost of Services for the Month: \$ _____

* Month's Average Depository Account Balance: \$ _____

** Interest Rate: _____ %

Less Interest Earned on Deposit: (\$ _____)

AMOUNT DUE BANK: \$ _____

* Provide auction dates and rates used for determining this average in the manner specified below.

** The average of the prior four-week's weekly rates as listed in the Wall Street Journal under the Money Rates column of Treasury Bills, 13 week; plus _____ basis points.

| <u>AUCTION DATE</u> | <u>AUCTION RATE</u> |
|---------------------|---------------------|
| MM/DD/YY | X.XXX |
| MM/DD/YY | X.XXX |
| MM/DD/YY | X.XXX |
| MM/DD/YY | X.XXX |
| Average: | X.XXX |
| Interest Rate: | <u>X.XXX</u> |

Signature

Date: _____

ATTACHMENT "B"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20__

Contract No.: _____

Financial Project No: _____

Contract For: _____

To release payment for all work performed in the Month of, _____ 20__

(State)

(Zip)

As prime contractor for the above referenced contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

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

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPINs.: _____

Project Description _____

Contractor _____

Contract For: _____

Contract Completion Date _____ **Total Amount \$** _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments and supplements thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20__

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print / Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

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

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



**EXHIBIT "B"
PRICE PROPOSAL**

RFP-DOT-18/19-8001-RM

**ARMORED CAR AND DEPOSITORY BANKING SERVICES FOR
TOLL PLAZAS LOCATED IN THE PANHANDLE REGION**

FPI Nos. 000156-1-81-01 and 405015-1-81-01

EXHIBIT "B"**PRICE PROPOSAL****ARMORED CAR AND DEPOSITORY SERVICES AT
GARCON AND MIDBAY TOLL PLAZAS**

| | ESTIMATED UNIT COST | | ESTIMATED WEEKLY QUANTITY | | ESTIMATED YEARLY QUANTITY | | ESTIMATED YEARLY COST |
|-----------------------|------------------------|---|------------------------------|---|---------------------------------|------------|--------------------------|
| GARCON BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 3,400 | = 1st Year | \$ _____ |
| Courier: | \$ _____ | X | 3 PER WEEK | X | 52 WEEKS | = 1st Year | \$ _____ |
| MIDBAY BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 7,200 | = 1st Year | \$ _____ |
| Courier: | \$ _____ | X | 6 PER WEEK | X | 52 WEEKS | = 1st Year | \$ _____ |
| GARCON BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 3,400 | = 2nd Year | \$ _____ |
| Courier: | \$ _____ | X | 3 PER WEEK | X | 52 WEEKS | = 2nd Year | \$ _____ |
| MIDBAY BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 7,200 | = 2nd Year | \$ _____ |
| Courier: | \$ _____ | X | 6 PER WEEK | X | 52 WEEKS | = 2nd Year | \$ _____ |
| GARCON BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 3,400 | = 3rd Year | \$ _____ |
| Courier: | \$ _____ | X | 3 PER WEEK | X | 52 WEEKS | = 3rd Year | \$ _____ |
| MIDBAY BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 7,200 | = 3rd Year | \$ _____ |
| Courier: | \$ _____ | X | 6 PER WEEK | X | 52 WEEKS | = 3rd Year | \$ _____ |
| GARCON BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 3,400 | = 4th Year | \$ _____ |
| Courier: | \$ _____ | X | 3 PER WEEK | X | 52 WEEKS | = 4th Year | \$ _____ |
| MIDBAY BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 7,200 | = 4th Year | \$ _____ |
| Courier: | \$ _____ | X | 6 PER WEEK | X | 52 WEEKS | = 4th Year | \$ _____ |
| GARCON BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 3,400 | = 5th Year | \$ _____ |
| Courier: | \$ _____ | X | 3 PER WEEK | X | 52 WEEKS | = 5th Year | \$ _____ |
| MIDBAY BRIDGE: | | | | | | | |
| Rifkin Bags: | \$ _____ | | | X | 7,200 | = 5th Year | \$ _____ |
| Courier: | \$ _____ | X | 6 PER WEEK | X | 52 WEEKS | = 5th Year | \$ _____ |

EXHIBIT "B"
OPTIONAL SERVICES*
ARMORED CAR AND DEPOSITORY SERVICES AT
GARCON AND MIDBAY TOLL PLAZAS

| Pay Item No. | DESCRIPTION | UNIT | PRICE |
|--------------|--------------------------------|-------------------|-----------|
| 1 | Remote Deposit | Monthly | \$ _____. |
| 2 | Remote Deposit Credit Posted | per Deposit | \$ _____. |
| 3 | Remote Deposit Item Fee | per Check | \$ _____. |
| 4 | Scanning Equipment (either/or) | One-Time Flat Fee | \$ _____. |
| | | Monthly Fee | \$ _____. |

*The Vendor shall provide pricing of this service and bid it as an Optional Service. It will not be considered in the scoring criteria for the Price Proposal.

EXHIBIT "B" PRICE PROPOSAL

ARMORED CAR AND DEPOSITORY BANKING SERVICES AT TOLL PLAZAS LOCATED IN THE PANHANDLE REGION

The undersigned has completed and is returning the following documents as part of its Bid Package and understands that failure to return any of these documents fully completed may cause rejection of the Bid.

The following forms must be completed and submitted by the bid due date and time, in order for the Bid to be responsive:

___ Price Proposal: Exhibit B, Page B – 1 thru B – 3.

___ Copy of the Vendor's certification as a "Qualified Public Depository" under Florida Security for Public Deposits Act (Chapter 280, Florida Statutes)

___ All forms supplied with the bid package (Forms 1 thru 4, Form 5 if applicable). Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms.

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

Mail Address: _____ M.B.E.: Yes No

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____ - _____

Phone Number: () _____ - _____ Email Address: _____ Fax No. () _____ - _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____ - _____ Email Address: _____

Name: _____ Phone Number: () _____ - _____ Email Address: _____

Authorized Signature: _____ Title: _____

Owner, President, Vice President or Designated Officer (Corporate Resolution)**

Print/Type Name: Mr. Ms. Mrs. _____ Date: _____

Phone Number: () _____ - _____ Email Address: _____

All quantities, including parts allowance, represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

MFMP TRANSACTION FEE All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Condition #14. However, all vendors should be aware, that Effective July 1, 2018, through June 30, 2019, in accordance with House Bill 5003, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will remain at seven-tenths of one percent (0.7 percent) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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