

FLORIDA DEPARTMENT OF TRANSPORTATION  
Procurement Office  
605 Suwannee Street, MS 20  
Tallahassee, Florida 32399-0450  
Phone: (850) 414-4381

ADDENDUM NO. 1

DATE: February 20, 2018

RE: BID #: RFP-DOT-17/18-9054-SJ      BID TITLE: Maintenance of Traffic Training Program  
Administrator

OPENING DATE: Tuesday, February 27, 2018 @ 3:00PM Local Time

Notice is hereby given of the following changes to the above-referenced BID:

Questions and Answers below

**Bidders/Proposers must acknowledge receipt** of this Addendum by completing and returning to the Procurement Office, by no later than the time and date of the bid/proposal opening. **Failure to do so may subject the bidder/proposer to disqualification.**

Sherill Johnson, Procurement Agent

\_\_\_\_\_  
Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Submitted by (Signature)

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.

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Question 1	I also have one question regarding this solicitation. What is the approximate volume in the last year (or the latest year with available data) for each of the 5 rate items noted in the solicitation? For example:  Total number of new provider application submittals in last year
Answer 1	14 New Providers in 2017
Question 2	I also have one question regarding this solicitation. What is the approximate volume in the last year (or the latest year with available data) for each of the 5 rate items noted in the solicitation? For example:  Total number of provider renewal application submittals in last year
Answer 2	23 Renewals in 2017
Question 3	I also have one question regarding this solicitation. What is the approximate volume in the last year (or the latest year with available data) for each of the 5 rate items noted in the solicitation? For example:  Total number of new instructors added in last year
Answer 3	23 New Instructors in 2017
Question 4	What is the approximate volume in the last year (or the latest year with available data) for I also have one question regarding this solicitation. What is the approximate volume in the last year (or the latest year with available data) for each of the 5 rate items noted in the solicitation? For example:  Total number of new proctors added in last year
Answer 4	0 New Proctors in 2017
Question 5	I also have one question regarding this solicitation. What is the approximate volume in the last year (or the latest year with available data) for each of the 5 rate items noted in the solicitation? For example:  Total number of examinations that were distributed, graded and posted last year
Answer 5	11,600 Trainees in 2017

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Question 6	Reading the RFP, I am not clear if the resumes count towards the page limitations for the technical proposal or not. If possible, please provide this clarification in the addendum.
Answer 6	Resumes do not count toward the page limitations for the technical proposal
Question 7	The following forms, should they be included as part of the technical proposal or price proposal packet?  Drug-Free Workplace Program Certification (Form 375-040-18) MBE Planned Utilization (Form 375-040-24) Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
Answer 7	The price proposal packet
Question 8	The maximum pricing model allowed is from the 2014 RFP, however our margins have been greatly affected based on the increasing IT/Server/Hosting costs. In addition, the new 2018 RFP requires a number of additional costs including insurance, bonds, etc... which were previously not acquired.  Is there a possibility during the 5-year period that there could be an inflationary price increase rather than being capped at the 2014 pricing?
Answer 8	No, pricing provided would be for the term of the contract.
Question 9	<b>4c. Worker's Compensation (Page 7)</b> Since the FL Department of Financial Services only requires workers compensation coverage to non-construction firms with 4 or more employees we are exempt from the workers compensation requirement. With that said will the FDOT require that our two employees be covered for the purpose of this contract?
Answer 9	No, you will need to provide proof of your exemption in the form of the Department of Financial Services' issued Certificate of Election to be Exempt.

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Question 10	<p><b>4d. Performance and Payment Bond (Page 7)</b>          Prior to commencement are we required to provide a Bond? Section 4d. states prior to commencement a bond must be provided to the Department. Under Special Conditions (Page. 16) section 12, Performance Bond it states no bond is required for this project. Can you please clarify?</p>								
Answer 10	<p>That was a mistake within the purchase order terms and conditions. There is no bond required for this project. A revised version of the Purchase Order Terms and Conditions is attached.</p>								
Question 11	<p><b>30.4 Criteria for Evaluation (Page 26)</b>          It seems that a lower adjustable score is most beneficial to winning the bid. Is this correct?</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>30.4 <b>Criteria for Evaluation</b></p> <p>Proposals will be evaluated and graded in accordance with the criteria detailed below.</p> <p>a. <b>Technical Proposal ( 100 Points)</b>          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.</p> <p>The following point system is established for scoring the technical proposals:</p> <table style="margin-left: 40px;"> <thead> <tr> <th></th> <th style="text-align: right;"><u>Point Value</u></th> </tr> </thead> <tbody> <tr> <td>1. Executive Summary</td> <td style="text-align: right;">15</td> </tr> <tr> <td>2. Management Plan</td> <td style="text-align: right;">40</td> </tr> <tr> <td>3. Technical Plan</td> <td style="text-align: right;">45</td> </tr> </tbody> </table> <p>b. <b>Price Proposal</b></p> <p>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.</p> <p>The criteria for price evaluation shall be based upon the following formula:</p> <math display="block">\frac{PRT}{TS} = \text{Adjusted Score}</math> <p style="text-align: center;">PRT = Price Rate Total                      TS = Technical Proposal Score</p> </div>		<u>Point Value</u>	1. Executive Summary	15	2. Management Plan	40	3. Technical Plan	45
	<u>Point Value</u>								
1. Executive Summary	15								
2. Management Plan	40								
3. Technical Plan	45								
Answer 11	<p>Correct that lower adjusted score wins. For example, a proposer with TS=100 and PRT= 100, would receive a score of 1.0. Another proposer with a TS=100 and a PRT=90, would receive a score of 0.9.</p> <p>Special Conditions Section 7 is revised to read as follows:</p> <p><b>7) INTENDED AWARD</b>          The Department intends to award a contract to the responsive and responsible vendor with the lowest adjusted score for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.</p>								

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<p>Question 12</p>	<p><b>Section 4.1 Minimum and Facilities Listing (Page 32)</b>  <b>2b.</b> The current system provides the MOT Certification to each individual student. If a provider requests certificates would an easy per class PDF batch download be acceptable for the purposes of this section?</p> <p>If a provider requests a paper certificate or wallet card, would a minimal service fee for printing and postage be acceptable? The additional time and expenses associated with printing and postage can be as high as \$10/person. This includes quality paper, toner, lamination, large envelope, address labels, postage, time, etc.</p> <p style="text-align: center;">b. Create and maintain electronic (pdf) MOT certification and wallet card in the data base for each certified individual. At the Provider's request, within 7 days, send a paper copy of the MOT certification and wallet card to the provider.</p>
<p>Answer 12</p>	<p>A PDF batch download would be acceptable provided the download included both the certificate and wallet card for each student.</p>
<p>Question13</p>	<p><b>2g. A request detailed in section 2g of the RFP asks that the instructors contact information be posted for the public.</b> This field was previously included in the database however neither the providers nor the instructors wanted this. If we need to adjust the webpage to include this field we can do it however based on the previous history we recommend that this be reconsidered.</p> <p style="text-align: center;">g. For each course, maintain an online list of Providers approved by the FDOT. For each Provider on the list, show an administrative contact such as the individual's name, phone number and email address. For each Provider on the list, show the names of the Provider's Instructors approved to present that specific course with a contact phone number and email address for each.</p>
<p>Answer 13</p>	<p>These list of providers and instructors are for the public and Trainees use. This information provides the public, our trainees, options for their training needs.</p>

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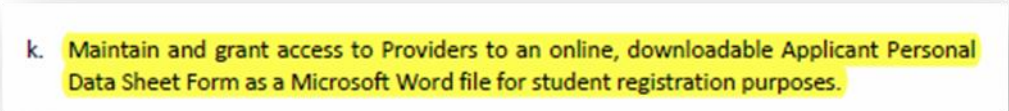
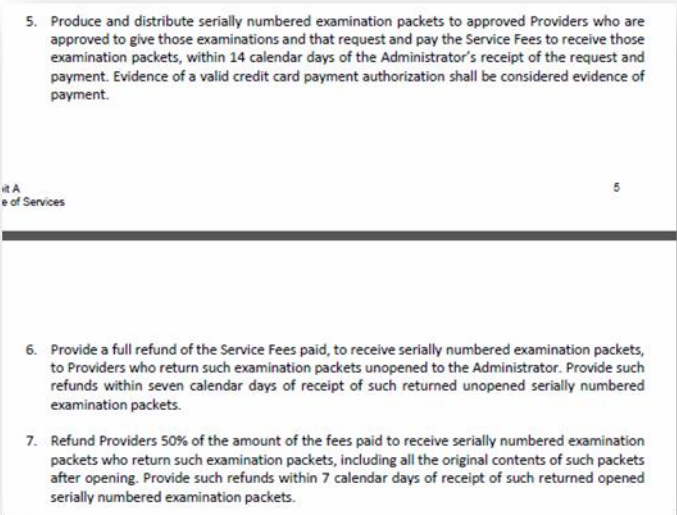
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<p>Question14</p>	<p><b>2k. Can you elaborate on the requirements for the Applicant Personal Data Sheet? We are not sure what this form is or what the purpose would be.</b></p> 
<p>Answer 14</p>	<p>The Applicant Personal Data Sheet will be used to add new Trainees to the MOT database or change Trainee's personal information, such as DL#, address, or employer.</p>
<p>Question 15</p>	<p><b>5-7. Under section 7 there is a note that says section 5-7 does not apply to In-house FDOT Providers. Does this statement suggest that FDOT Districts will no longer be paying for student examinations and certifications?</b>  <b>At current rates the FDOT Districts train between 500-600 students a year. If the districts will no longer be paying for their examinations the Administrators operating revenue will be greatly affected. This added to the additional insurance costs and the inability to increase the price from the 2014 rates will make this contract unsustainable.</b></p> 
<p>Answer 15</p>	<p>FDOT will continue to pay for examinations and certifications when obtained through FDOT districts as the provider. The note is included due to time requirements, payment methods and exam distribution methods being different for FDOT.</p>

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Question 16	<p><b>19. Can you elaborate on FDOT's CTQM? We are not sure how this applies to the MOT Exam Admin process. (Page 35)</b></p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>19. Comply with the current version of the FDOT's CTQM published on the FDOT's State Construction Office Web Site on the execution date of the contract between the Administrator and the FDOT, at no additional cost to the FDOT, the Providers, and the MOT Trainees.</p> </div>
Answer 16	<p>The FDOT Construction Office is in the process of developing a chapter in the Construction Training Qualification Manual (CTQM) for the MOT Training requirements and processes. This chapter will be based on, and mirror the Temporary Traffic Control Training Handbook (TTCTH). Once the CTQP chapter for MOT Training is developed the TTCTH will be obsolete.</p>
Question 17	<p><b>16. This question relates to the question 5-7 above. Contract Payments to the Administrator under the Administrator Agreement.</b>  Please provide clarification for section 16. Does this mean FDOT will not be paying for the processing of exams, including DOC? Again this will greatly affect our operating revenue and our ability to operate.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>16. CONTRACT PAYMENTS TO THE ADMINISTRATOR UNDER THE ADMINISTRATOR AGREEMENT</b>  Direct payment to the Administrator by the FDOT under the Administrator's agreement will only be made to cover administrative fees for FDOT employees and Department of Correction Officers that are trained by approved FDOT Providers.</p> </div>
Answer 17	<p>This contract is "self-supporting", based on payment of fees from Providers and Instructors. FDOT will only pay the administrative fees for the processing of exams and database updates for FDOT employees and Department of Correction Officers that are trained by approved FDOT Providers. FDOT will not provide additional payments to support this contract.</p>
Question 18	<p>How many current active Providers?</p>
Answer 18	<p>Approximately 80</p>

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Question 19	How many current Instructors?
Answer 19	Currently 190
Question 20	How many current Proctors?
Answer 20	0 proctors. All exam proctors are Instructors.
Question 21	How many current MOT examinations?
Answer 21	There are two (2) course levels, each have question pools, so exams are generated when exams are purchased
Question 22	How many Trainees are in the database?
Answer 22	Approximately 37,000
Question 23	How many years are Trainee qualifications active for?
Answer 23	4 years
Question 24	How are the examinations graded?
Answer 24	With licensed software
Question 25	How many examinations were graded last year?
Answer 25	See answer 5



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Question 26	Can the examinations be held at an off sight location after being graded if they are in locked cabinets?
Answer 26	The Administrator will keep completed Trainee examination and answer sheets on file <b><u>at the Administrator's office</u></b> for 5 years after receipt by the Administrator.
Question 27	How many years must the examinations be held in a locked cabinet, prior to FDOT's authorization to shred? Is it 4 years or 5 years? Please clarify.  a. <b>4.1 Minimum Task and Facilities Listing, #11</b> , Chronologically sort and store all completed Trainee answer sheets for a period of 4 years after receipt or 2 years after the last request for or correspondence regarding such answer sheets, whichever is later. After this period and for Archival purposes, scan the answer sheet to a PDF file, store the scanned PDF in the server database and destroy such answer sheets by shredding.  b. <b>Section 4.5 Serially Numbered Examination Packets</b> , The Administrator will ensure that all returned examinations and answer sheets are secured in locked cabinets during the 5 year retention period from the time they are received by the Administrator.
Answer 27	The retention period is 4 years after receipt or 2 years after the last request for or correspondence regarding such answer sheets, whichever is later.
Question 28	Is the department open to responses that involve secure, computer based delivery of examinations?
Answer 28	Yes
Question 29	What is the historical volume for each of the rate items?
Answer 29	See Answers 1 through 5

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Question 30	In our submission, should the terminology reflect the change of MOT to TTC as described on the FDOT website?
Answer 30	No, FDOT Management has determined these terms to be synonymous
Question 31	Is the department open to a cloud-based Software as a Service (SaaS) as the user-facing end of the FDOT library of MOT training materials and examinations?
Answer 31	Yes

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PURCHASE ORDER TERMS & CONDITIONS**

375-040-55  
PROCUREMENT  
OGC - 09/16  
Page 1 of 7

Purchase Order No.: \_\_\_\_\_

Appropriation Bill Number(s) / Line Item Number(s) for 1<sup>st</sup> year of  
contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_

(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information and items as specified in the competitive procurement documents, the completed purchase order form, and attached Exhibits which are integral parts of this purchase order contract (hereinafter called the Purchase Order). If additional terms and conditions of the Vendor are attached, only those provisions not in conflict with the State of Florida Purchase Order Conditions and Instructions and Purchase Order Terms and Conditions herein may be made a part of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida Purchase Order Conditions and Instructions, and any attached terms and conditions of the Vendor.
- B. Before making any additions or deletions to the work described in this Purchase Order, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and the Department shall issue a Change Order covering such work and compensation. Reference herein to this Purchase Order shall be considered to include any Change Orders.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Purchase Order, 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 Purchase Order. 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 Purchase Order. 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 applicable Florida law that governs and 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 Purchase Order. In the event that changes in the statute or rules create a conflict with the requirements of the published guidelines, requirements of the statute 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 the Purchase Order 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 Purchase Order. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's

Chief Engineer \_\_\_\_\_.

2. TERM

- A. Initial Term. Unless otherwise specified, this Purchase Order begins on the date of issuance.

Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order.

- B, 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 Purchase Order. Extension of this Purchase Order 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 Purchase Order 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 Purchase Order unless the failure to meet the criteria set forth in this Purchase Order for completion of this Purchase Order 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 non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor 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 will be forfeited at the end of the agreement period.

- B. 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 the Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. 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.

- C. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), 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 Purchase Order. 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.

- D. Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Department at all times during the period of this Purchase Order and for three years after final payment for the work pursuant to this Purchase Order 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.
- E. 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 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 State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and the Department, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized by terms of this Agreement and the Department, 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.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

**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 Purchase Order. 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 required.
- The Vendor shall carry and keep in force during the term of this Purchase Order a general liability insurance policy or policies with a company or companies authorized to do business in 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 Purchase Order.
- The Vendor shall have and maintain during the term of this Purchase Order, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to chapter 675 and section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Purchase Order in the amount of \$ \_\_\_\_\_.

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

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

- No Bond required.
- Prior to commencement of any services pursuant to this Purchase Order and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Purchase Order according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Purchase Order, 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 agrees that it shall make no statements, press releases, or publicity releases concerning this Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager and securing prior written consent.
- B. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state

professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to chapter 455, Florida Statutes, and applicable state law.

- C. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable Florida law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Purchase Order. 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 Purchase Order 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 Purchase Order.
- D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.fdot.gov/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- E. 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.
- F. 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 Purchase Order may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Purchase Order in the event an assignment is 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 Purchase Order, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Purchase Order 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 Purchase Order is to be terminated.
- D. If the Purchase Order 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 Purchase Order. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor 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 Contractor 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.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Purchase Order and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Purchase Order. 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 Purchase Order to other than subcontractors specified in the proposal, bid and/or Purchase Order without the prior written consent of the Department.

B. Select the appropriate box:

The following provision is not applicable to this Purchase Order.

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Purchase Order shall be deemed to be substituted for the state agency 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 Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order 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 Purchase Order, the person, firm, or other business entity (Vendor) carrying out the provisions of this Purchase Order 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 - 28<sup>th</sup> Street, North  
St. Petersburg, Florida 33716-1826  
Telephone: (800) 643-8459

This Purchase Order involves the expenditure of Federal funds and hence, Section 946.515, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Purchase Order.

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Purchase Order.



- 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. It is understood and agreed by the parties hereto that if any part, term or provision of this Purchase Order 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 Purchase Order did not contain the particular part, term or provision held to be invalid.
- D. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Purchase Order, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Time is of the essence as to each and every obligation under this Purchase Order.
- G. If this Purchase Order 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 Purchase Order and shall take precedence over any inconsistent provisions in this Purchase Order.
- H. If this Purchase Order is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Purchase Order.
- I. This Purchase Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Purchase Order shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- J. 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.
- K. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The provisions in the PURCHASE ORDER TERMS & CONDITIONS constitute an integral part of the Purchase Order contract. The Vendor acknowledges acceptance of the terms and conditions of this Purchase Order by providing the services described in this Purchase Order.