

State of Florida
Department of Transportation
Procurement Office
Florida's Turnpike, Milepost 263
Building 5315
Ocoee, FL 34761

INVITATION TO NEGOTIATE REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
OR EMAIL TO: sheree.merting@dot.state.fl.us

ITN Number: DOT-ITN-20-8004-SM

Title: SunTrax Connected/Automated Vehicle Test Facility Operator_____

Sealed Reply Due Date & Time: March 13, 2020 at 12:00 p.m. Eastern Standard Time

Potential Proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (407) 264-3458, or by e-mail to Sheree Merting, sheree.merting@dot.state.fl.us.

THE INVITATION TO NEGOTIATE DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_main_menu (Under "Vendor Bid System." Click on "Search Advertisements," Select the drop-down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search"). Locate the ITN number in the table and click on the ITN number. It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting a reply.

Company Name: _____

Address: _____

City, State, Zip: _____

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

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: Sheree Merting, Contractual Services Administrator at sheree.merting@dot.state.fl.us, (407) 264-3495

**State of Florida Department of Transportation
Florida's Turnpike Enterprise**



**INVITATION TO NEGOTIATE
SunTrax Connected/Automated Vehicle Test Facility
Operator**

DOT-ITN-20-8004-SM

CONTACT FOR QUESTIONS:

Sheree Merting, Contractual Services Administrator
sheree.merting@dot.state.fl.us
Fax: (407) 264-3058
Phone: (407) 264-3495

Mailing and Physical Address:

Florida Department of Transportation
Florida's Turnpike Enterprise
Turkey Lake Service Plaza
Milepost 263, Building 5315
Ocoee, Florida 34761



Table of Contents

1	INTRODUCTION.....	1
1.1	INVITATION	1
1.2	TIMELINE	1
1.3	PUBLIC MEETING AGENDA.....	3
1.4	SPECIAL ACCOMMODATIONS.....	4
2	SPECIAL CONDITIONS.....	4
2.1	MyFloridaMarketPlace.....	4
2.2	FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE	4
2.3	QUESTIONS & ANSWERS	4
2.4	CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)	5
2.5	BEST VALUE SELECTION & PUBLIC MEETINGS.....	5
2.6	TECHNICAL REVIEW COMMITTEE (TRC) & NEGOTIATIONS TEAM	5
2.7	SELECTION COMMITTEE	6
2.8	SCOPE OF WORK.....	6
2.9	QUALIFICATIONS	6
2.9.1	General	6
2.9.2	Qualifications of Key Staff	6
2.9.3	Authorized to do Business in the State of Florida	6
2.9.4	Licensed to Conduct Business in the State of Florida	6
2.9.5	E-VERIFY	7
2.10	DIVERSITY ACHIEVEMENT	7
2.11	CONTRACT DOCUMENT	7
2.12	REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS.....	8
2.13	PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS	8
2.14	UNAUTHORIZED ALIENS.....	8
2.15	SCRUTINIZED COMPANIES LISTS	8
2.16	RESERVATIONS	9
2.17	RESPONSIVENESS OF REPLIES.....	9
2.17.1	Responsiveness of Replies	9
2.17.2	Multiple Replies.....	9
2.17.3	Other Conditions.....	9
2.18	COPYRIGHTED MATERIAL.....	9
2.19	ATTACHMENT TO ITN SUBMITTALS - CONFIDENTIAL MATERIAL	10
2.20	COSTS INCURRED IN RESPONDING.....	10
2.21	MAIL OR DELIVER REPLIES TO: (DO NOT FAX OR SEND BY E-MAIL).....	10
2.22	MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL	10
2.23	OPENING OF SEALED REPLIES	10
2.24	REPLY FORMAT INSTRUCTIONS & EVALUATION CRITERIA	11
2.24.1	General Information	11
2.24.2	Technical Reply	11
2.24.3	Price Proposal.....	17
2.25	ORAL PRESENTATIONS	17
2.26	PROPOSED NEGOTIATION PROCESS.....	17
2.27	POSTING OF RANKING AND INTENDED AWARD	18
2.28	AWARD OF THE CONTRACT.....	19
2.29	RENEWAL.....	19
2.30	FORMS, ATTACHED DOCUMENTS, AND SUBMITTAL CHECKLIST	19
2.31	ORDER OF PRECEDENCE	21
2.32	TERMS AND CONDITIONS	21



2.32.1	General Contract Conditions (PUR 1000)	21
2.32.2	General Instructions to Respondents (PUR 1001)	21
2.33	WARRANTY/SUBSTITUTIONS	22
2.34	LIABILITY INSURANCE	22
2.35	PERFORMANCE BOND	22
2.36	METHOD OF COMPENSATION	23
2.37	NON-PERFORMANCE PAYMENTS	24
2.38	SITE VISIT	24
2.39	FINANCIAL REPORTING AND AUDITS	24
2.40	PLANS AND SPECIFICATIONS	24

Tables

Table 1: Procurement Timeline	2
Table 2: Forms/Submittal Checklist	20
Table 3: ITN Checklist	25

ITN Attachments

Standard Written Agreement
 PUR 1000
 PUR 1001

Exhibits

- Exhibit A – Scope of Work
 - Attachment 1 – Construction, Operation, and Maintenance Exhibit
 - Attachment 2 – *SunTrax Phase 2 Construction Plans
 - Attachment 3 – *SunTrax CAV Test Facility Concept Design Report
 - Attachment 4 – *Entry Road Aesthetics Plans
 - Attachment 5 – *SunTrax Phase 1 Construction Plans
 - Attachment 6 – Green Cleaning Policy
 - Attachment 7 – Integrated Pest Management Plan
 - Attachment 8 – Operator Evaluation Form
 - Attachment 9 – Inspections Program
- *NOTE: To obtain these attachments, please complete form D-9 in Exhibit D**
- Exhibit B – Method of Compensation
- Exhibit C – Price Proposal Form
- Exhibit D – Forms



1 INTRODUCTION

1.1 INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from qualified vendors (hereinafter referred to as "Proposer") interested in participating in competitive negotiations to establish a contract to provide full operation and maintenance services for the Department's SunTrax Connected/Automated Vehicle (CAV) Test Facility, located in Auburndale, Florida (hereinafter referred to as the "Facility"). The mission of the Facility is to research and test innovative transportation technology solutions for the purposes of improving safety and decreasing congestion for the traveling public, and to otherwise advance the Department's objectives as set forth under the Florida Transportation Code.

The Facility includes multiple test sectors, buildings and support structures, and other infrastructure as further described in Exhibit "A," Scope of Work, attached hereto and made a part hereof ("Scope of Work"). Services to be provided by the selected Proposer (hereinafter referred to as either "Vendor" or "Operator"), are detailed in the Scope of Work.

The Department is seeking innovative solutions to implementing and operating the Facility that maximizes its use, efficiency and benefit to the public. The invitation to negotiate process will allow the Operator to assist in refining the ultimate vision for the Facility, while incorporating the requirements set forth in the Scope of Work.

It is anticipated that the term of the Contract will be seven (7) years from the date of Contract execution, with the potential for Contract renewals as set forth in Section 2.28. It is the intention of the Department for this Contract to cover the operation and maintenance of the existing Facility infrastructure until the infield construction of the Facility is complete. The construction of the infield is anticipated to be completed in the first quarter of calendar year 2022. Following completion of construction of the infield, the Operator shall provide full operation and maintenance services of the entire Facility.

Proposers responding to this ITN must complete and submit the registration form (front page of the ITN), to the Department, as soon as possible after obtaining the ITN.

1.2 TIMELINE

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 http://myflorida.com/apps/vbs/vbs_www.main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop-down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search"). Locate the ITN number in the table and click on the ITN number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting a reply.

Table 1: Procurement Timeline (“Timeline”)

ACTION/LOCATION	DATE	TIME
Advertisement and Distribution of the ITN	February 3, 2020	N/A
Deadline for Proposers to Submit Final Technical Questions (There is no deadline for administrative questions)	February 24, 2020	5:00 p.m.
REPLIES DUE Florida’s Turnpike Enterprise Florida’s Turnpike, Milepost 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 (407) 532-3999	March 13, 2020	12:00 p.m. (noon)
PUBLIC OPENING OF REPLIES Florida’s Turnpike Enterprise Florida’s Turnpike, Milepost 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 (407) 532-3999 Room 3001	March 13, 2020	12:00 p.m. (noon)
ORAL PRESENTATIONS (Not open to the public)	April 6-8, 2020	TBD
PUBLIC MEETING TO RANK PROPOSERS Florida’s Turnpike Enterprise Florida’s Turnpike, Milepost 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 (407) 532-3999 Auditorium A	April 27, 2020	1:30 p.m.
POSTING OF RANKING ON VBS	April 28, 2020	3:30 p.m.
NEGOTIATIONS (Not open to the public)	May 4, 2020 – June 26, 2020	TBD
SELECTION MEETING Florida’s Turnpike Enterprise Florida’s Turnpike, Milepost 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 (407) 532-3999 Auditorium A	TBD	TBD
POSTING OF INTENDED AWARD ON VBS	TBD	TBD
<p>Note: All meetings shown above are public other than the Oral Presentations and Negotiations.</p>		

1.3 PUBLIC MEETING AGENDA

Agenda – Public Opening of Replies

Agenda for Public Opening of initial Replies to ITN:

- Starting Time: see “Timeline” in ITN solicitation.
- Opening remarks of approximately 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 ITN solicitation.
- At conclusion of public input or fifteen (15) minutes, whichever occurs first, the initial Replies received timely will be opened, with proposer’s name read aloud and tabulated.
- Adjourn meeting.

Agenda – Public Meeting to Rank Proposers

Agenda for Meeting to Rank Proposers on ITN:

- Starting Time: see Timeline in ITN solicitation.
- Opening remarks of approximately 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 ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the evaluations of Initial Replies received will be summarized.
- Determine the ranking of firms.
- Announce the names of the proposers in ranking order and when the decision will be posted on the Vendor Bid System (VBS).
- Announce time and date negotiations will begin.
- Adjourn meeting.

Agenda – Selection Meeting

Agenda for Meeting to Summarize and Determine Intended Award

- Starting Time: see “Timeline” in ITN solicitation
- Opening remarks of approximately 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 ITN solicitation.
- At conclusion of public input or fifteen (15) minutes, whichever occurs first, recap and discussion among evaluation team(s) to determine “best value”.
- Announce proposer determined to be “best value” as the Intended Award.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.



1.4 SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-reply conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

2 SPECIAL CONDITIONS

2.1 MyFloridaMarketPlace

PROPOSERS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 2.16). 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. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2.2 FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://fivendor.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.

2.3 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 officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this ITN must be forwarded, in writing, to the Procurement Officer identified below. Questions must be received no later than the time and date reflected on the Timeline. Proposers shall use the form provided in Exhibit D-5 for submitting the questions. The Department's written response to written inquiries submitted timely by Proposers will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop-down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITN number). It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting a reply.



WRITTEN TECHNICAL QUESTIONS should be submitted to:

Sheree Merting, Contractual Services Administrator

sheree.merting@dot.state.fl.us

Fax Number: 407-264-3058

Questions regarding administrative aspects of the procurement process should be directed to the Procurement Officer in writing at the address above or by phone: (407) 264-3495.

2.4 CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop-down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search"). Locate the ITN number in the table and click on the ITN number. It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting a reply. All Addenda will be acknowledged by signature and subsequent submission of Addenda with Reply. A form to be completed by the Proposer for the Addenda Acknowledgement is included in Exhibit D-4.

2.5 BEST VALUE SELECTION & PUBLIC MEETINGS

The Department intends to contract with the responsive and responsible Proposer whose Reply is determined by the Selection Committee to provide the best value to the Department. "Best value," as defined in Section 287.012(4), Florida Statutes, means the highest overall value to the state based on factors that include price, quality, design, and workmanship. The evaluation criteria to be used for this Contract are detailed in Section 2.23 of these Special Conditions.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Committee. The specific events are noted in the Timeline (see Introduction Section 1.2). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

2.6 TECHNICAL REVIEW COMMITTEE (TRC) & NEGOTIATIONS TEAM

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



2.7 SELECTION COMMITTEE

A Selection Committee will be established and composed of executive management. The Selection Committee shall make the final determination as to the responsiveness of all Proposers with regard to any differences in findings by the Technical Review Committee members or others.

2.8 SCOPE OF WORK

Details of the required scope of services to be furnished by the Vendor are described in the Scope of Work attached hereto and made a part hereof. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

2.9 QUALIFICATIONS

2.9.1 General

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

2.9.2 Qualifications of Key Staff

Those individuals who will be directly involved in the project shall have demonstrated experience in the areas delineated in the Scope of Work. The anticipated minimum Key Staff to be included in the Reply are identified 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 required by applicable law, a copy of the registration or certificate must be included in the reply package.

2.9.3 Authorized to do Business in the State of Florida

In accordance with Sections 607.1501, 605.0902, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the Reply Due Date and time, but in any case, must be obtained prior to posting of the intended award of the Contract. For authorization, contact:

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

2.9.4 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 Reply Due Date and Time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

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



2.9.5 E-VERIFY

Vendors/Contractors:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor 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.

2.10 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. Vendors are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Reply. The form is provided as Exhibit D-2. The 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/.

2.11 CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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



2.12 REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the reply due date specified in the Timeline ("Reply 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.

The Department reserves the right to reject any reply should the Department determine, in its sole discretion that (i) the Reply contains material misrepresentations, (ii) the size or nature of the Proposer's facilities or number of experienced personnel, including technical staff, are not adequate to ensure satisfactory Contract performance.

2.13 PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS

Any person who is adversely affected by the contents of this ITN 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.

2.14 UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract by the Department.

2.15 SCRUTINIZED COMPANIES LISTS

All Replies, regardless of dollar value, must include a completed Vendor Certification Regarding Scrutinized Companies List. This form is provided in Exhibit D-3. The Form should be submitted with the Reply.

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 I the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135, 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, Florida Statutes, or maintain the Contract if the condition of Section 287.135, Florida Statutes is met.

2.16 RESERVATIONS

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

2.17 RESPONSIVENESS OF REPLIES

2.17.1 Responsiveness of Replies

Replies will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All Replies must be typed or printed in ink. A responsive reply is an offer to perform the scope of services called for in this Invitation to Negotiate in accordance with all requirements of this Invitation to Negotiate. Replies found to be non-responsive shall not be considered. Replies may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A reply 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 replies, incomplete replies, indefinite or ambiguous replies, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

2.17.2 Multiple Replies

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

2.17.3 Other Conditions

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

2.18 COPYRIGHTED MATERIAL

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



2.19 ATTACHMENT TO ITN SUBMITTALS - 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 Invitation to Negotiate, Number DOT - ITN-20-8004-SM - 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 Reply will be considered waived by the Proposer upon submission, effective after opening.

2.20 COSTS INCURRED IN RESPONDING

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

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

Florida Department of Transportation
Sheree Merting, Contractual Services Administrator
Turkey Lake Service Plaza
Milepost 263, Building 5315
Ocoee, Florida 34761
(407) 532-3999

Submit one (1) original and seven (7) paper copies and one (1) electronic copy on a USB Drive of the Reply (including both the Technical Reply and Price Proposal portions). Replies must be submitted in a sealed envelope/package that should be labeled with the ITN number and the opening date and time. It is the Proposer's responsibility to assure that the Reply is delivered to the proper place on or before the Reply Due Date. Replies which for any reason are not so delivered will be deemed nonresponsive and will not be considered.

2.22 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

2.23 OPENING OF SEALED REPLIES

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



2.24 REPLY FORMAT INSTRUCTIONS & EVALUATION CRITERIA

2.24.1 General Information

This section contains instructions that describe the required format for the Reply. The term "Reply" means the complete response of the Proposer to the Invitation to Negotiate (ITN), including the Technical Reply, the Price Proposal, and properly completed forms and supporting documentation.

2.24.2 Technical Reply

The Technical Reply 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 percent (5%) of the total number of pages comprising the Technical Reply. Type size shall not be less than 11- point font. The Technical Reply should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion. Total page count for the Technical Reply shall not exceed twenty-five (25) pages. The following shall be included with the Technical Reply as appendices, and will not be included in the page count:

Appendix 1 - Resumes (maximum of two 8½" x 11" pages per person)

Appendix 2 - Proposed Operations Manual, including:

- Staffing Plan
- Safety Plan (specific to SunTrax, including the proposed test plan review process)
- Security Plan
- Emergency Management Plan
- Preventative Maintenance Plan
- Sales & Marketing Plan

Appendix 3 - Safety Plan Reference Information, including:

- A Complete Safety Plan used at another facility operated by the Proposer, including the test plan review process
- At least three specific test plans the Proposer has implemented at other facilities operated by the Proposer

Appendix 4 - Documentation and calculations to support the Financial Approach, Price Proposal, and to demonstrate financial capability

Appendix 5 - Exhibits to support any proposed modifications to the Facility design (maximum 11" x 17" page size)

Appendix 6 - Other forms required to be submitted as a part of the Reply

Refer to Table 3, ITN Checklist, for additional details for required forms and submittals.

Unnecessarily elaborate special brochures, artwork, 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.



The six (6) numbered sections of the Technical portion of the Reply outlined below and the Price Proposal will be used as the evaluation criteria by the TRC for the ranking of Proposers. The Reply shall be divided into these six (6) sections, and must be marked "ITN NUMBER DOT-ITN-20-8004-SM." Where the request for specific details are shown in bullets under the numbered item, Proposer is not required to respond by covering those details in separate bullets; rather, Proposer should ensure that it has addressed each of the bulleted items within its response to the associated numbered/underlined item clearly, thoroughly, and efficiently. Since the Department will expect all Replies to be in this format, failure of the Proposer to follow this outline may result in the rejection of the Reply.

Executive Summary

Provide an Executive Summary written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than three (3) pages.

1. Company History / Experience

Describe facilities the Proposer currently operates and provide prior relevant company experience performing this type of work. Proposers shall provide a concise summary of all relevant experience including dates and durations of service, client contact information, services provided, facility locations, and relevant details. Types of relevant experience may include, but are not limited to:

- Track and Proving Ground Operations & Maintenance
- Automotive Testing & Engineering Services
- Lab & Research Facility Operations
- Marketing, Promotional, and Partnership Development Experience
- CAV-Specific Testing & Simulation Experience

2. Management Approach

Organizational Structure and Administration

Include a description of the proposed organizational structure, methodology to be used to control cost and maintain schedules, and means of coordination and communication between the Proposer's organization and the Department. The Proposer shall also provide a comprehensive staffing summary indicating personnel count (seasonal, part-time, or full-time statuses), job assignments and functions, and planned staff build up over time.

Identification of Key Staff

Provide the names of proposed Key Staff on the Proposer's team that meet the requirements of Section 7.2 of the Scope of Work. Include a resume for each individual and a description of the functions and responsibilities relative to the task to be performed under the Scope of Work. Clearly state whether each person is proposed to be located locally, and whether Key Staff locations are expected to change over time. The approximate percent of time each key person will be devoted exclusively to the assigned tasks on this project shall also be provided. Experience in the areas of proving ground or track operations, connected/automated vehicle technology development, or other general testing & research operations shall also be included. Resumes must be included in the Reply as Appendix 1 and shall be limited to no more than two (2) pages each.

3. Operations Approach

Testing Operations

Discuss the approach to providing a full-service test offering at the Facility, including test scenario design & setup, test operations assistance, data gathering, data analysis & interpretation. Describe specific proposed test scenarios for the highway-speed oval during the infield construction period and for the other test sectors in the infield when construction is complete. Describe the approach to test scheduling, contracting, invoicing, and payment handling.

Safety Approach

Provide a summary of the proposed approach to the safe operation of the Facility, including personnel roles and responsibilities. Operational safety considerations include, but are not limited to fire safety, incident management, barrier protection at test sectors, driver qualifications and certification procedures prior to testing, and management and monitoring of multiple users. Include the approach to utilizing the observation tower for this activity, if appropriate.

Security Approach

Provide a summary of the proposed approach to maintaining security at the Facility. Security considerations include, but are not limited to cyber-security measures, user registration and documentation security, inventory security, visitor and personnel security, and infrastructure security. Also include an approach to separating and securing each test sector to accommodate multiple users and to maintain confidentiality.

Maintenance Approach

Provide a summary of the proposed approach to Facility maintenance. Maintenance considerations include, but are not limited to Facility grounds, parking lots, landscaping, irrigation system(s), buildings, HVAC, plumbing, pest control, janitorial services, and waste management. Also include a proposed approach to providing the necessary maintenance personnel and proposed maintenance criteria, including but not limited to how pavement integrity will be assessed, building maintenance criteria, and reliability measures for network and ITS equipment.

Proposed Modifications to the Facility

Provide any suggested modifications to the design of the Facility and whether they are suggested to be included in current construction or at a future time. Discuss the reasoning for proposing changes, including how operations, safety, security, user experience, and the overall usage of the facility would be impacted, as well any impact to the construction cost, the operation and maintenance costs, or the revenue generation potential.

4. Sales & Marketing Approach

Sales and Marketing Approach

Provide a summary of the proposed approach to marketing and customer outreach, and indicate any specific opportunities or challenges. Marketing staff levels shall be included, as well as any potential phasing strategy. Discuss existing brand identity assets and proposed branding strategy for promoting the Facility.

Current Clients, Partners, and Other Strategic Relationships

Provide an overview of all industry and client relationships, including technology partners, marketing assets and potential client connections, and describe how those may be directly advantageous to fostering successful operations at the Facility. Proposer shall describe how their existing clients will be encouraged to utilize the Facility.

5. Proposer Contributions

Equipment and Facilities

The Department will perform the engineering and architecture design, obtain all permits, and construct the Facility, as described in Exhibit “A,” Scope of Work. Proposer should state which equipment, goods, or other items they propose to provide that will be dedicated to operations at the Facility in order to optimize its function. Proposers shall fully complete the Proposed Bill of Materials included in the Price Proposal Form (Exhibit “C”). The Bill of Materials shall provide a detailed preliminary list of all proposed equipment, computer hardware, vehicles, and third-party products, including software and licenses to be procured and provided by the Proposer.

Examples of items that may be provided by the Vendor include, but are not limited to:

- Computers, servers, printers, phones, networking equipment and other business and office supplies
- Management, scheduling, and simulation software
- User management and safety/security control systems
- On-site staff transportation and testing vehicles
- Fuel trucks, forklifts, cranes, bucket trucks, or any other heavy equipment needed for Facility maintenance and preparation of testing scenarios;
- Specialty CAV testing equipment

Technology and Engineering Services

Outline a competitive strategy for adding value by providing cutting edge technology assets at the Facility and identify how these assets will be applied to supplement and increase the total usage, revenue generation, effectiveness, and marketability of the currently planned infrastructure. This may include provisions for services including, but not limited to virtual simulation, hardware in the loop testing, GPS signal blocking, other electromagnetic signal distortion, CAV sensor testing capabilities, and other simulation capabilities.

6. Financial Approach

The Contract is divided into two (2) periods with different payment structures. During Period A, the Department will make Contract Payments to the selected Vendor and the Department will receive 100% of the Facility Gross Revenues. During Period B, the selected Vendor will be paid Operation Fees based on the greater of the pre-defined minimum monthly payment or a percentage of the Facility Gross Revenues. Refer to Exhibit “B,” Method of Compensation (“Method of Compensation”) for full details on how each of these payments and fees are defined and calculated.

Financial Strategy

Provide a proposed financial strategy, business plan, and viable financial model for operating the Facility. This section should describe all anticipated income sources and projected expenses over the term of the Contract. Include all assumptions being made regarding projections of the overall usage, revenues, and expenses. Supporting reasoning, calculations, and backup information should be included for items including, but not limited to:

- Projected test sector fee schedules for various time periods, durations, and user groups.
- Anticipated income from ancillary sources including but not limited to food concessions, engineering services, and other special events.



- Anticipated projected costs, including but not limited to staffing, ongoing maintenance, sales and marketing, and insurance.

In addition to the description of the financial approach, Proposers shall fully complete the Price Proposal Form provided in Exhibit "C," ("Price Proposal) attached hereto. The Business Plan approach and information in Proposer's response to this item must match the pricing provided in Proposer's Price Proposal.

Alternate Compensation or Financial Arrangements

Proposers must provide the Business Plan described above and fully complete the Price Proposal Forms, based on the Method of Compensation. Proposers may also propose alternative methods of compensation and/or financial arrangements, but are not required to do so. The Department may consider alternative methods of compensation and/or financial arrangements proposed by Proposers, but is under no obligation to do so. Any alternative method of compensation and/or other financial arrangements that Proposers may propose should be thoroughly and clearly described, with an explanation of all potential financial and other benefits to the Department, and any resulting impacts on the Department or the Facility.

Financial Capability

Proposers must provide financial statements for the three most recently completed fiscal years to demonstrate financial capability of the Proposer. Financial information for each entity (if applicable) should be packaged separately and include a cover sheet identifying the name of the organization and its role as Vendor, Equity Member or Guarantor.

Financial statement information must include:

1. Opinion Letter (Auditor's Report);
2. Balance Sheet;
3. Income Statement;
4. Statement of Changes in Cash Flow; and
5. Footnotes;

In addition, financial statements must meet the following requirements:

- (a) GAAP/IFRS – Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS.
- (b) U.S. Dollars – Financial statements must be provided in U.S. dollars. If financial statements are not available in U.S. dollars, the Vendor, Equity Member or Guarantor (if applicable) must include summaries of the Income Statements and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.
- (c) Audited – Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for the Vendor, an Equity Member or Guarantor (if applicable), the Reply shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief financial officer ("CFO"), treasurer or equivalent officer of the entity.
- (d) English – Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be provided with the original financial statement information.



(e) Newly Formed/Not Yet Formed Entity – If the Vendor is a Newly Formed Entity, or has not yet formed a legal entity, and does not have independent financial statements, financial statements or precertification for the Equity Member(s) shall be provided (and the Vendor shall expressly state that the Vendor is a Newly Formed entity, or not yet formed entity, and does not have independent financial statements).

SEC Filings – If the Vendor or any other entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission (“SEC”), then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.

Material Changes in Financial Condition:

Information regarding any material changes in financial condition for the Vendor, each Equity Member and each Guarantor (if applicable) for the past three years and anticipated for the next reporting period must be provided. If no material change has occurred and none is pending, the Vendor, Equity Member or Guarantor(s), as applicable, shall provide a letter from its CFO, treasurer or equivalent officer so certifying. The letter must be dated not earlier than seven (7) calendar days prior to the Reply Due Date.

Set forth below is a representative list of events intended to provide examples of what the Department considers a material change in financial condition. This list is intended to be indicative only.

At the discretion of the Department, any failure to disclose a prior or pending material change may result in disqualification from further participation in the negotiation process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the CFO, treasurer or equivalent officer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will return to profitability.

List of Representative Material Changes:

1. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
2. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
3. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
4. In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;



5. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

Off-Balance Sheet Liabilities

A letter from the CFO, treasurer or equivalent officer of the entity or the certified public accountant for each entity for which financial information is submitted, identifying as applicable each off-balance sheet liability exceeding \$5 million and its associated dollar amount and providing explanation for off-balance sheet treatment.

2.24.3 Price Proposal

The Price Proposal shall be submitted in the reply envelope as directed in Section 2.21. The electronic version of the Price Proposal shall be submitted in Microsoft Excel. **The Microsoft Excel Price Proposal form can be obtained by contacting Sheree Merting at sheree.merting@dot.state.fl.us.** A PDF version of the Price Proposal Form is included in Exhibit "C."

Instructions on completion of the Price Proposal are included in the first tab of the Excel workbook to be completed. Proposers shall provide all required details for each element of the project using the cost breakdown shown in the Price Proposal Forms. All direct and indirect costs of work must be included in the Price Proposal Forms as further set forth in the instructions, including but not limited to bonds and insurance. Proposers must provide staffing, equipment and materials quantities in their Replies sufficient to meet all of the performance requirements identified in the ITN documents, including the Scope of Work.

2.25 ORAL PRESENTATIONS

Responsive Proposers will each be scheduled to meet with the Technical Review Committee to provide an oral technical presentation of their firm's capabilities and approach to the Scope of Work beginning on the date specified in the Timeline. Proposers will be notified of a time and date for oral technical presentation. Oral technical presentation sessions are not open to the public.

These oral technical presentations will be used to present the Proposer's approach and improve understanding about the Department's needs and expectations with questions and answers at the end of the Proposer's oral technical presentation. The Technical Review Committee will participate in all presentations. After each oral technical presentation, each member on the Technical Review Committee will complete a written summary evaluation of each Proposer's technical approach, capabilities, and prior relevant experience.

2.26 PROPOSED NEGOTIATION PROCESS

The Department intends to negotiate separately with competing Proposers, as set out below. The Department reserves the right to finalize the negotiation process at any time should the Department determine such selection would be in the best interest of the state. Replies should provide a straightforward, concise description of the Proposer's ability to meet the requirements and to allow the Department to properly evaluate the Proposer's Reply.

Step 1) Interested Proposers must submit the following to the "Procurement Officer" identified on the cover page by the date, time and location in the Timeline:

- Technical Reply
- Price Proposal



Step 2) The Proposers will each be scheduled to meet with the Technical Review Committee to provide an oral technical presentation of their firm's capabilities and approach to the Scope of Work. These oral technical presentations will be used to present the Proposer's approach and improve understanding about the Department's needs and expectations with questions and answers at the end of the Proposer's oral technical presentation. The Technical Review Committee will participate in all presentations. After each oral technical presentation, each member on the Technical Review Committee will complete a written summary evaluation of each Proposer's technical approach, capabilities, and prior relevant experience.

Step 3) Following oral technical presentations by the Proposers, there will be a public meeting of the Technical Review Committee and the Selection Committee at the date, time and location specified in the Timeline. The Technical Review Committee's average ratings will be submitted to the Selection Committee. The Technical Review Committee and Selection Committee will review and discuss the summaries and rankings and the Selection Committee will come to consensus about ranking order of the Proposers.

Step 4) The rankings will be posted, in accordance with applicable law, and will state the Department's intent to negotiate and award a Contract to the highest ranked Proposer that reaches an acceptable agreement with the Department.

Step 5) Once the posting period has ended, the Negotiations Team will undertake negotiations with the first-ranked Proposer until an acceptable Contract is agreed upon, or it is determined an acceptable agreement cannot be reached with that Proposer. If negotiations fail with the first-ranked Proposer, negotiations may begin with the second-ranked Proposer, and so on until there is an agreement on an acceptable Contract. The Department reserves the option to resume negotiations that were previously suspended. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Department.

Step 6) There will be a public meeting of the Negotiations Committee and Selection Committee at the date, time, and location specified in the Timeline to review the individual summary evaluations and make a recommendation of award to the Selection Committee. The Selection Committee will make a final selection or decide to repeat Steps 3 through 5, if necessary. Documentation of subsequent rounds will be retained in the procurement file.

Step 7) After making the final selection, the Selection Committee will prepare a short statement for the procurement file that explains the basis for Proposer selection and how the Proposer's Reply will provide the best value to the state.

Step 8) The intended award will be posted in accordance with applicable law.

Step 9) The Department will contract with the successful Proposer.

2.27 POSTING OF RANKING AND INTENDED AWARD

The Intended Award will be made to the responsive and responsible Proposer the Department determines is capable of providing the best value and best meets the needs of the Department. The Ranking and Intended Award decision will be announced at the date, time and location specified in the Timeline.



The Department's decision will be posted on the Florida Vendor Bid System, at http://myflorida.com/apps/vbs/vbs_main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop-down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITN number) 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.

3. 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 or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

2.28 AWARD OF THE CONTRACT

Work 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.

2.29 RENEWAL

Upon mutual agreement, the Department and the Operator 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 and is contingent upon satisfactory performance evaluations and subject to the availability of funds. Compensation for contract renewals or contract extensions shall be negotiated and mutually agreed upon prior to the end of the initial contract term and the contract amended in writing. Such amendment shall be executed prior to the end of the initial contract term.

2.30 FORMS, ATTACHED DOCUMENTS, AND SUBMITTAL CHECKLIST

Proposers must complete and submit the forms and documentation described in Table 2, below.

Table 2: Forms/Submittal Checklist

Form #	Form	Location	Form Submission Requirements
Forms to be Submitted			
N/A	Invitation to Negotiate Registration	Front page of ITN	Proposers to submit upon receipt of ITN (not with Reply)
C	Price Proposal, including Proposal Acknowledgement and Bill of Materials	Exhibit C	Include Excel and PDF versions in Technical Reply package. Include Acknowledgement in PDF version of completed Price Proposal.
D-1	Drug-Free Workplace Program Certification (375-040-18)	Exhibit D-1	Appendix 6
D-2	MBE Planned Utilization (375-040-24)	Exhibit D-2	Appendix 6
D-3	Vendor Certification Regarding Scrutinized Companies Lists (375-030-60)	Exhibit D-3	Appendix 6
D-4	Addenda Acknowledgment	Exhibit D-4	Appendix 6
D-5	Proposers' Questions Form	Exhibit D-5	N/A: To be used by proposers to submit questions prior to reply submission (if applicable).
D-6	Performance Bond (Form 375-040-27)	Exhibit D-6	To be provided by intended award Proposer only.
D-7	Corporate Resolution	Exhibit D-7	Appendix 6
D-8	Certification of Acceptable Driving Record	Exhibit D-8	Appendix 6
D-9	Exempt Documents/Security System Plan Distribution Form	Exhibit D-9	Proposers to submit form D-9 for exempt Attachments 2, 3, 4 & 5
Other Required Reply Submittals			
	Technical Reply		Executive Summary and Sections 1-6
	Resumes		Appendix 1
	Draft Operations Manual		Appendix 2
	Safety Plan Reference Information		Appendix 3
	Supporting Financial Calculations / Documentation		Appendix 4
	Proposed Facility Design Modifications		Appendix 5
	Performance Bond Commitment Letter		Appendix 6
	Licensed to Conduct Business		Appendix 6



Form #	Form	Location	Form Submission Requirements
	in State of Florida (If applicable)		
	Confidential Materials Attachment (If applicable)		Separate Bound Attachment (s) to the Reply Submittal.

2.31 ORDER OF PRECEDENCE

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

- Special Conditions
- Exhibit “A,” Scope of Services (including Attachments 1 – 9)
- Standard Written Agreement
- Exhibit “C,” Price Proposal Form
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Proposer’s Technical Reply
- Introduction Section

2.32 TERMS AND CONDITIONS

2.32.1 General Contract Conditions (PUR 1000)

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

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

The following paragraphs do not apply to this ITN:

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

2.32.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this ITN:

- Paragraph 3, Electronic Submission – PUR 1001
- Paragraph 4, Terms and Conditions – PUR 1001
- Paragraph 5, Questions – PUR 1001



2.33 WARRANTY/SUBSTITUTIONS

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

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

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

2.34 LIABILITY INSURANCE

The Operator shall not commence any work until it has obtained the required insurance coverages identified in Exhibit "A", Scope of Services, and certificates of such insurance has been received by the Department. Additionally, the Operator shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Operator shall submit the required Certificates of Insurance within ten (10) days after the ending date of the period for posting the intended award decision to the Florida Department of Transportation, Procurement Office contact person below.

Sheree Merting, Contractual Services Administrator
Florida Department of Transportation
Florida's Turnpike Enterprise
Milepost 263, Building 5315
Ocoee, Florida 34761

2.35 PERFORMANCE BOND

The intended awarded Proposer shall provide the Department with a Performance Bond in the annual amount of **Four Million and 00/100 Dollars (\$4,000,000.00)**. The Performance Bond shall be provided by a surety company authorized to do business in the State of Florida. The Performance Bond shall be executed and furnished to the Department prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Proposer's Reply and the Department will proceed negotiating with the next highest-ranked responsive Proposer.**

Each Proposer must submit, with their Reply, a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the Proposer's present ability to obtain a performance bond (including the obligation to pay subcontractors and suppliers) in the annual amount of Four Million and 00/100 Dollars (\$4,000,000.00). Failure by the Proposer to provide this letter with its Reply may result in the Reply being deemed nonresponsive. Nonresponsive replies will not be considered.



The intended award Proposer shall continuously maintain the performance bond in effect throughout the contract term, including any renewals or extensions thereof, at the Vendor's sole expense.

The performance bond shall be provided on an annual basis. No less than thirty (30) calendar days prior to the expiration of any given bond the Vendor shall provide the Department with an acceptable renewal bond, continuation certificate, or replacement bond of the same penal sum. The Department reserves the right to adjust the renewal bond amount based on future operation and maintenance costs. Regardless of the number of separate bonds or bond continuations provided by the surety hereunder, the surety's liability for each such performance bond continuation shall be limited to the bond amount for the twelve (12) month period for which the bond or bond continuation is provided. Should the Vendor fail to timely and satisfactorily replace any bond prior to thirty (30) days before its expiration when continued bonding is required, then (i) the

surety of the existing bond shall pay over to the Department the full penal sum of the bond; and (ii) the Department may declare the Vendor in breach of the Contract and may pursue any remedies available to the Department thereunder and/or at law or in equity.

The performance bond shall be payable to the Department and conditioned for the prompt, faithful, and efficient performance of the Contract, according to the terms and conditions thereof, and for the prompt payment of all amounts owed to persons furnishing labor, materials, equipment, and supplies therefore. Each performance bond shall be provided by a surety company authorized to issue surety bonds in the State of Florida, and acceptable to the Department. The surety must have a resident agent in the State of Florida with the surety's resident agent's name, address, and telephone number clearly stated on the surety bond.

In the event that the surety executing the performance bond, although acceptable to the Department for the first annual performance bond at the time of the execution of the Contract, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause that becomes apparent after the Department's initial approval of the surety company, then the Department may require that the Vendor immediately replace the performance bond with a similar bond drawn on a surety company that is reliable and acceptable to the Department.

In case of default on the part of the Vendor, the Department will charge against the performance bond all fees and other amounts owed by the Vendor, including unrecoverable costs incurred by the Department that will be re-incurred with a new vendor; all expenses for services incidental to ascertaining and collecting losses under the performance bond, including but not limited to accounting, engineering, and legal services, together with any and all costs incurred in connection with third parties required to assist in the development or Operation of the Facility or the re-procurement and renegotiation of the work. The surety shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department arising out of the Contract. Notwithstanding the provisions of Section 624.155 (9), Florida Statutes, the surety shall be liable in a civil action as an insurer.

The Vendor's failure to provide to the Department the required performance bond or bond continuation within the aforementioned time frames shall entitle the Department to declare the Vendor in material default, terminate the contract, or decline to renew the contract, all at the Department's sole discretion.

2.36 METHOD OF COMPENSATION

The Method of Compensation shall be a combination of Contract Payments and a share of the Gross Revenues generated from the Facility as further set forth in the Method of Compensation and in the Vendor's approved Final Price Proposal Form.

The Department's sales tax exemption is not transferrable to purchases made by the Vendor.



2.37 NON-PERFORMANCE PAYMENTS

The Vendor acknowledges that failure to perform the services in accordance with the requirements and standards set forth in the Scope of Work may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to perform the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to perform. Therefore, in the event the Operator fails to perform the services in accordance with the requirements and standards set forth in the Scope of Work, the Department may exercise remedies against the Operator in the form of Contract payment reductions or Non-Performance Payments, as identified in Section 21 of the Scope of Work. The Parties agree that if the Department allows the Operator to continue to perform the services for which Contract payment reductions or Non-Performance Payments are being assessed, and/or chooses to not assess Contract payment reductions or Non-Performance Payments for the non-performance, then the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under the Contract. Further, the assessment of liquidated damages shall not constitute a waiver of other Department rights set forth in the Contract. The Operator shall pay said sum to the Department not as a penalty, but as liquidated damages.

2.38 SITE VISIT

Each Proposer must fully acquaint themselves with the conditions which may in any manner affect the work to be done or the equipment, materials and labor required to perform the services required under the conditions of this solicitation. This may require an on-site visit. Ignorance of the conditions or requirements will not relieve the Operator from its liability and obligations under the Contract. Proposers may arrange a site visit by contacting Josh Pedersen at (407) 264-3438.

2.39 FINANCIAL REPORTING AND AUDITS

This project has financial reporting and audit requirements that are set forth in Section 20 of the Scope of Work.

2.40 PLANS AND SPECIFICATIONS

Plans & Specifications/Reports (Attachments 2, 3, 4 & 5) may be obtained by completing the Exempt Documents / Security Plan Distribution Form (Form No. D-9), and returning the completed form to sheree.merting@dot.state.fl.us.



Table 3: ITN Checklist

ITN CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH REPLY)

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

Check off each of the following:

- ___ 1. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 2. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the ITN response, if applicable.
- ___ 3. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response.
- ___ 4. The “MBE Planned Utilization” forms have been read, completed, and enclosed in the ITN response, if applicable.
- ___ 5. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 2.34 of the Special Conditions, is included in the Reply.
- ___ 6. All other forms have been completed and all other submittals are included in the Reply in accordance with Table 2, Forms/Submittal Checklist.
- ___ 7. The Scope of Work, Exhibit “A,” has been thoroughly reviewed for compliance to the ITN requirements.
- ___ 8. The Technical and Price Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the ITN response.
- ___ 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the ITN response.
- ___ 10. The ITN response must be received, at the location specified, prior to the Opening Date and Time designated in the ITN.
- ___ 11. On the Lower Left Corner of the Envelope transmitting your ITN response, write in the following information:

ITN No.: DOT-ITN-20-8004-SM

Title: SunTrax Connected/Automated Vehicle Test Facility Operator

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



ITN Attachments

Standard Written Agreement

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

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

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

1. SERVICES AND PERFORMANCE

- A. In connection with _____, 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

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 _____, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

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

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

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

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

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

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

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

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

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

- E. **CERTIFICATION.**

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall

provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

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

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

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

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

Select District and hit TAB key

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

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

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

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:
 - The following provision is not applicable to this Agreement:
 - The following provision is hereby incorporated in and made a part of this Agreement:
 - It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida

provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes,

relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

EXHIBIT A
SCOPE OF WORK



SunTrax® Connected/Automated Vehicle Test Facility Operator

Table of Contents

1. OBJECTIVE	5
2. DEFINITIONS.....	5
3. APPLICABLE STANDARDS	6
4. FACILITY LOCATION AND DESCRIPTION	7
4.1 GENERAL	7
4.2 PHASE 1 CONSTRUCTION.....	8
4.3 PHASE 2 CONSTRUCTION.....	8
5. OVERVIEW OF SERVICES TO BE PROVIDED	11
6. FACILITY CONDITION, EQUIPMENT AND MATERIALS	12
6.1 PRESENT CONDITION	12
6.2 DEPARTMENT CONTRIBUTIONS	12
6.3 OPERATOR CONTRIBUTIONS.....	13
7. OPERATOR STAFF	14
7.1 GENERAL	14
7.2 KEY STAFF.....	14
7.3 STAFFING PLAN	16
7.4 STAFF LOCATION.....	16
7.5 STAFF SCREENING	17
7.6 GENERAL APPEARANCE AND CONDUCT	17
7.7 TRAINING	18
8. FACILITY OPERATIONS	18
8.1 GENERAL	18
8.2 HOURS OF OPERATION.....	18
8.3 TESTING SCENARIOS AND ACTIVITIES.....	19
8.4 TEST SECTOR SETUP AND BREAKDOWN.....	19
8.5 TECHNOLOGY DEVELOPMENT AND INTEGRATION	20
8.6 SCHEDULING	20
8.7 USE AGREEMENTS	21
8.8 DATA MANAGEMENT.....	21
8.9 PRICING	22
8.10 FUEL FACILITIES	22
8.11 ELECTROMAGNETIC INTERFERENCE	23
8.12 FLAGS.....	23
8.13 RULES.....	23
9. SAFETY AND SECURITY	24
9.1 GENERAL	24
9.2 SAFETY PLAN.....	24
9.3 SECURITY PLAN.....	25
9.4 SECURITY SERVICES.....	25
9.5 FACILITY ACCESS CONTROL	26
9.6 CCTV SYSTEM.....	27



9.7 DEPARTMENT SAFETY AND SECURITY REVIEWS	27
10. EMERGENCY MANAGEMENT	28
10.1 GENERAL	28
10.2 EMERGENCY MANAGEMENT PLAN.....	28
10.3 NOTIFICATION AND RESPONSE	29
10.4 DAMAGE AND DESTRUCTION	29
11. MAINTENANCE.....	30
11.1 GENERAL	30
11.2 PREVENTATIVE MAINTENANCE	31
11.3 BUILDINGS AND STRUCTURES	32
11.4 RESTROOMS.....	32
11.5 TEST SECTORS.....	33
11.6 LIGHTING.....	33
11.7 LANDSCAPING.....	33
11.8 TRASH	35
11.9 RECYCLING PROGRAM.....	35
11.10 PEST CONTROL.....	35
11.11 DEPARTMENT INSPECTION PROGRAM.....	35
12. SALES AND MARKETING.....	36
12.1 GENERAL	36
12.2 SALES AND MARKETING PLAN.....	37
12.3 SPONSORSHIPS AND BRANDING.....	38
12.4 DEPARTMENT’S SERVICE MARKS.....	38
12.5 SUNTRAX® BRANDED FACILITY.....	39
13. FOOD SERVICES	39
14. RIGHTS RESERVED TO THE DEPARTMENT	39
14.1 USE OF FACILITY	40
14.2 ALTERATION OF FACILITY	40
14.3 SPACE FOR PROMOTION OF DEPARTMENT PROGRAMS.....	41
14.4 FACILITY CLOSURE.....	42
15. ENVIRONMENTAL POLLUTION	42
16. TITLE TO IMPROVEMENTS.....	43
17. OPERATION FEES.....	43
18. CAPITAL IMPROVEMENTS PLANNING.....	43
19. REFURBISHMENT TRUST ACCOUNT	43
20. REPORTING REQUIREMENTS	45
20.1 GENERAL	45
20.2 MONTHLY REPORT AND MONTHLY MEETINGS.....	45
20.3 ANNUAL REPORT.....	45
20.4 AUDITED FINANCIAL STATEMENTS	46
20.5 DEPARTMENT’S RIGHT TO AUDIT RECORDS.....	46
21. PERFORMANCE REQUIREMENTS	47
21.1 GENERAL	47



21.2 USER SATISFACTION SURVEYS..... 48

21.3 COMPLAINTS..... 48

21.4 NON-PERFORMANCE PAYMENTS 48

22. SUBCONTRACTING AND ASSIGNMENT 50

23. INSURANCE 51

 23.1 GENERAL 51

 23.2 USER INSURANCE REQUIREMENTS 54

24. INDEMNIFICATION 57

 24.1 THIRD PARTY CLAIMS 57

 24.2 DAMAGE TO FACILITY 58

 24.3 USER INDEMNIFICATION 58

 24.4 SURVIVAL..... 58

25. DEFAULT AND TERMINATION 59

 25.1 DEFAULT OF OPERATOR 59

 25.2 REMEDIES UPON OPERATOR’S DEFAULT..... 60

26. SUCCESSION AND TRANSITION..... 60

27. REPRESENTATIONS 61

28. INTELLECTUAL PROPERTY 62

29. FURTHER ASSURANCES 63

Attachments

ATTACHMENT 1..... SITE PLAN

ATTACHMENT 2.....SUNTRAX® PHASE 2 CONSTRUCTION PLANS

ATTACHMENT 3.....SUNTRAX® CAV TEST FACILITY CONCEPT DESIGN REPORT

ATTACHMENT 4.....ENTRY ROAD AESTHETICS PLANS

ATTACHMENT 5.....SUNTRAX® PHASE 1 CONSTRUCTION PLANS

ATTACHMENT 6..... GREEN CLEANING POLICY

ATTACHMENT 7..... INTEGRATED PEST MANAGEMENT PLAN

ATTACHMENT 8.....OPERATOR EVALUATION FORM

ATTACHMENT 9.....INSPECTIONS PROGRAM

1. OBJECTIVE

The Florida Department of Transportation, Florida’s Turnpike Enterprise (“Department”), is seeking to establish an agreement with a vendor (“Operator”) to operate and maintain the SunTrax® Connected/Automated Vehicle (CAV) Test Facility located in Auburndale, Florida (“Facility”). The Department-owned Facility has been developed to support the advancement of autonomous and connected innovative transportation technologies for the purposes of improving safety and decreasing congestion for the traveling public, and to otherwise advance the Department’s objectives set forth under the Florida Transportation Code. The Operator shall be responsible for operating and maintaining the Facility in a manner consistent with the Department’s objectives.

2. DEFINITIONS

- a. **Bill of Materials:** A document listing all equipment and materials to be procured and provided by the Operator under the Contract. Each item listed in the Bill of Materials shall include a designation as to whether such item will be owned by the Operator, or if ownership will be transferred to the Department upon execution of the Contract.
- b. **Business Day:** A weekday excluding holidays observed by the Department.
- c. **Calendar Day:** Every day, including weekends and holidays.
- d. **Contract:** The entire integrated Contract between the Department and the Operator (hereinafter collectively referred to as the “Parties”), which supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents, as may be amended from time to time, form the Contract between, and otherwise set forth the obligations of, the Parties, including, but not limited to, the performance of work and the basis for payment.
- e. **Contract Documents:** The documents that in combination make up the Contract, including the ITN Special Conditions, Standard Written Agreement, PUR 1001, PUR 1000, Exhibit “A,” Scope of Work, Exhibit “B,” Method of Compensation, Exhibit “C,” Price Proposal, Operator’s Technical Reply, Attachments, and any amendments and supplements thereto.
- f. **Contract Payments:** Monthly payments made from the Department to the Operator during Period A of the Contract, as defined in Exhibit “B,” Method of Compensation, and Exhibit “C,” Price Proposal of this Contract.
- g. **Contract Price:** The maximum amount of money payable by the Department to the Operator for completion of work in accordance with the Contract.
- h. **Contract Year:** The annual period beginning upon the execution date of the Contract



- i. **Department or FDOT:** Florida Department of Transportation, Florida’s Turnpike Enterprise.
- j. **Department Program Manager:** The individual employee(s) of the Department responsible for the day-to-day management of the Contract, including, but not limited to, inspecting work performed and monitoring services provided by the Operator.
- k. **Executive Director:** Executive Director and Chief Executive Officer, Florida’s Turnpike Enterprise.
- l. **Facility:** The entirety of infrastructure and grounds located within the SunTrax® property boundary shown on Attachment 1, Site Plan.
- m. **Gross Revenue:** All income directly generated from or associated with the operation of the Facility in any given time period, including but not limited to, Operation Fees, advertising, licensing, usage charges, sponsorships, consulting and analytical services including testing, and technology and software development. Federal, state, local, and any other taxes collected in association with the operation of the Facility are not included in Gross Revenue.
- n. **Operation Fee:** Monthly payment made by the Operator to the Department, as defined in Exhibit “B,” Method of Compensation, and Exhibit “C,” Price Proposal of this Contract.
- o. **Operator:** The firm selected through the competitive bid process to provide the services requested herein.
- p. **Period A:** The period before the Facility revenues are expected to exceed operation and maintenance costs, during which the Department shall make Contract Payments to the Operator, as further described in Exhibit “B,” Method of Compensation.
- q. **Period B:** The Period after the Facility revenues are expected to exceed operation and maintenance costs, during which the Operator shall make Operation Fee payments to the Department, as further described in Exhibit “B,” Method of Compensation.
- r. **User:** Any person, entity, agency or group that enters into a use agreement with the Operator for use of the Facility.

3. APPLICABLE STANDARDS

All work performed by the Operator under this Contract shall conform to the latest editions of standards, specifications, and requirements utilized by the Department, as each may be amended



from time to time throughout the duration of this Contract, which include, but are not limited to, the following:

- a. Americans with Disabilities Act Accessibility Guidelines
- b. Code of Federal Regulations
- c. Florida Administrative Code
- d. Florida Building Code
- e. Florida Department of Business & Professional Regulation Rules
- f. Florida Department of Environmental Protection Rules
Florida Department of Transportation Maintenance Specifications (located at <https://www.fdot.gov/programmanagement/Maintenance/maintspecs.shtml>)
- g. Florida Department of Transportation Policies, Procedures, Manuals and Guidelines
- h. Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- i. Florida Exotic Pest Plant Council Invasive Plant Lists
- j. Florida Grades and Standards for Nursery Plants
- k. Florida Statutes
- l. Florida's Turnpike Enterprise Design Handbook
- m. Florida's Turnpike Enterprise Roadside Vegetation Management Plan
- n. National Electrical Code
- o. National Electrical Safety Code

4. FACILITY LOCATION AND DESCRIPTION

4.1 General

The Facility is located in the city of Auburndale, east of State Road 570 near Braddock Road in Polk County, Florida. The Department anticipates that the Facility will be constructed in two phases.

The first phase of construction ("Phase 1 Construction") is complete, and includes the main entrance road to the Facility, as well as a highway-speed oval track ("Highway-Speed Oval"), an operations building ("Tolls Operations Building"), and a storage building ("Tolls Storage Building"), as further described below. The second phase of construction ("Phase 2 Construction") will include features and facilities in the infield of the Highway-Speed Oval that support autonomous and connected vehicle testing activities.

Attachment 1, Site Plan, shows the full Facility site plan and the geographic limits of the operations and maintenance activities included within this scope of work. Attachment 2, SunTrax® Phase 2 Construction Plans, details all the elements included in Phase 2 Construction. Attachment 3, SunTrax® CAV Test Facility Concept Design Report, contains narrative descriptions of the functionalities of each of the test sectors and support facilities that are being constructed in the infield. Attachment 4, Entry Road Aesthetics Plans, details the hardscape and landscape elements that have been or may be constructed on the entrance road to the Facility. Attachment 5, SunTrax®

Phase 1 Construction Plans, details all elements included in the Phase 1 construction, including but not limited to the highway-speed oval track, buildings, landscaping, lighting, and tolls testing infrastructure. The Operator shall follow all the requirements contained in Attachment 6, Green Cleaning Policy, and in Attachment 7, Integrated Pest Management Plan for all structures at the Facility.

The Department does not guarantee that all features, facilities, test sectors, buildings, or support structures described herein will be constructed, in whole or in part, at the Facility. The Department reserves the right, based on need and availability of budget, to alter, amend, modify, or delete, without penalty, any feature, facility, test sector, building, or support structure described herein.

4.2 **Phase 1 Construction**

a. **Highway-Speed Oval**

The Highway-Speed Oval is 2.25 miles long, has four (4) toll gantries and four (4) Toll Equipment buildings, and has been designed to meet the Department's needs for the testing of its tolling technology.

b. **FTE Toll Testing Support Area**

The FTE Toll Testing Support Area identified in Attachment 1, which includes the Tolls Operations Building, Tolls Storage Building, and the adjacent parking areas (hereinafter collectively referred to as the "FTE Toll Testing Support Area"), are reserved to the Department. The Department shall have the exclusive right to use the FTE Toll Testing Support Area throughout the duration of this Contract, and the Department may, at its sole discretion, authorize its contractors, consultants, vendors, or any other person, entity, or organization to occupy and use the FTE Toll Testing Support Area for any purpose deemed appropriate by the Department. The Department's exclusive right described herein shall include, without limitation, the right to convey leasehold interests, grant permitted access, and enter into other agreements with third parties relating to any portion of the FTE Toll Testing Support Area. The Operator shall not be entitled to any portion of any payment received by the Department in connection with the Department's exercise of its exclusive rights described herein, and any such payments shall be excluded from the Facility's Gross Revenue calculations.

4.3 **Phase 2 Construction**

a. **Technology Pad**

A 20-acre paved open space that provides the ability to test high-speed crash avoidance scenarios. The Technology Pad will also have the capability to replicate many real-world geometric configurations in a controlled testing environment during hardware in the loop testing to simulate numerous additional scenarios (buildings, pedestrians, traffic, etc.). Additionally, physical mock-up environments can be assembled to create custom scenarios for vehicle testing.

b. Loop Track West

Loop Track West has been designed to provide a roadway environment where highway driving situations can be tested. It incorporates entrance and exit ramps into a multi-lane continuous loop track that will allow testing with additional variables including, but not limited to, maintenance of traffic during active road construction, weaving and lane changing, and collision avoidance.

c. Urban Environment

The Urban Environment includes a variety of urban intersection geometries and configurations. Additional test scenario flexibility and adaptability will be added to the Urban Environment through the use of shipping containers that may be outfitted with facades of varying materials in order to replicate a wide range of commercial, mixed-use, single-story, and multi-story building conditions representative of difficult real-world urban environments such as “urban canyons”. Varied pavement materials, pavement marking conditions, signage, and traffic signal conditions will also accommodate the testing of CAV camera and machine vision systems.

d. Suburban Environment

The Suburban Environment is a continuation of the real-world street simulation of the Urban Environment, and includes several complex intersection conditions, roundabouts, driveways, and other varying geometric conditions.

e. Complex Geometry Track

This test sector provides an undulating topography built into a manufactured hillscape. It is made up of a series of complex horizontal and vertical curves and irregular grade changes to accommodate testing of CAV functionality in limited sight distance conditions.

f. Pick-Up and Drop-Off Area

This test sector will replicate various multi-modal passenger transfer scenarios, such as air terminal or cruise line drop-off zones, hotel arrival areas, and transit centers. Lane striping and signing will be adjustable to create a variety of conditions.

g. Braking Track

The Braking Track provides multiple pavement surfaces configured specifically to test vehicle braking characteristics under low friction conditions. Test scenarios include emergency turning and braking maneuvers, traction testing, and Advanced Driver Assistance Systems (ADAS) applications.

h. Noise, Vibration, and Harshness (NVH) Track

The NVH Track will include multiple different pavement surfaces designed for applications such as sensor vibration behavior testing, sensor durability testing, and vibration control systems testing.

i. Loop Track East

Loop Track East consists of a straightaway track with a loop at either end to allow continuous circulation. The interior of the northern loop is fully paved, providing the ability to test lateral force application and braking scenarios. Loop Track East can be segmented into three smaller sections to provide flexibility for multiple concurrent users, and a standard noise isolation testing configuration is incorporated into the interior of the track.

j. Arrival and Conference Building

The Arrival and Conference Building is designed to serve as the public face of the Facility. This building will include multiple meeting rooms, classrooms, event and exhibition spaces, as well as a café, reception lobby, Facility security offices, and other flexible office space.

k. Administration Building

The Administration Building is anticipated to be approximately 24,000 square feet, and will include the operations control center, as well as flexible office and meeting spaces. The office space conforms to Class A office space criteria and can be divided into an array of open office, closed office, single and multi-tenant configurations.

l. Observation Tower

The Observation Tower will be located adjacent to the Technology Pad. A ground level elevator lobby and display area will be located at the base of the Observation Tower. An enclosed “main” level approximately 60 feet above grade will provide the ability for Facility observation to ensure operational safety and security. An open deck space below the main level will provide highly flexible elevated mounting locations for equipment.

m. Warehouse Building

The Warehouse Building is anticipated to be approximately 27,000 square feet, and it is designed to accommodate multiple Facility functions including, but not limited to, shipping/receiving, property storage, and maintenance workshops. It is anticipated that the Warehouse Building will also contain offices, meeting rooms, break rooms, and restrooms.

n. Workshop Buildings

The Workshop Buildings may consist of two (2), approximately 56,000 square-foot, air-conditioned shop facilities, designed to serve as the “home-base” for Facility Users. It is anticipated that the Workshop Buildings will be comprised of a total of 20 bays (10 per building), each of which to include air-conditioned garage/workspace as well as supporting offices, meeting rooms, kitchenette(s), storage rooms, and restroom facilities. Each bay is designed to be approximately 2,800 square feet, to accommodate multiple passenger vehicles, single axle and semi-tractor trailers. Controlled access between abutting bays allows for multiple bays to be co-joined and used together by a single User. All bays will be served by secure, resilient high-speed data connections, power and air drops.

o. Test Sector Support Structures

Test Sector Support Structures may be located adjacent to the test sector access points throughout the Facility. Each Test Sector Support Structure – an anticipated eight (8) in total, with each being approximately 1,000 square feet in size – is designed to provide shading and rain cover for multiple passenger vehicles. These structures may also include a power and water supply, high-speed data connection(s), air-conditioned office space and restroom facilities.

p. Intelligent Transportation Systems (ITS) Infrastructure

The ITS infrastructure includes communications infrastructure consisting of wired and wireless communication systems. The communication systems ensure that video, voice, and data are communicated in real-time between ITS and signal cabinets, radar, cameras, radios, other sensors, and the operations control center in the Administration Building.

q. Closed Circuit Television (CCTV)

Camera assemblies provide overlapping coverage of the entire Facility. Power distribution and backup systems consisting of underground power conduits and conductors, transformers, generators, automatic transfer switches, Uninterrupted Power Supply (UPS), and associated equipment will supply electrical power to all CCTV system components.

r. Traffic Signals

Traffic signalization infrastructure constructed in the infield includes both permanent and temporary signal installations designed to provide flexible intersection testing scenarios. Full fiber optic interconnection is provided between all signals and back to the operations control center in the Administration Building, allowing real-time monitoring and control of the traffic signals from the operations control center and at the signal cabinets.

5. OVERVIEW OF SERVICES TO BE PROVIDED

The Operator shall be responsible for operating and maintaining the Facility as required under this Contract. The Operator's responsibilities include, but are not limited to, providing staff, coordinating access at the Facility, real-time monitoring of User activities within each Test Sector, providing testing, engineering, and simulation services, management of all Facility logistics related to equipment delivery, vehicle delivery, fuel distribution, and managing Facility safety and security. Except for services specifically identified to be provided by the Department, the Operator shall provide all necessary hardware, software, equipment, systems, personnel, and supplies for the day-to-day operation and maintenance of the Facility.

The Operator shall comply with all laws, ordinances, governmental rules, regulations and orders now or hereinafter in effect during the term of this Contract, which are in any manner applicable to the Operator's performance of any obligation under this Contract and/or the Operator's use of the Facility. The Operator shall also be responsible for obtaining all approvals, authorizations, certificates, permits, and/or licenses required by the Department or by any federal, state or local laws, rules and regulations for the operation of the Facility throughout the term of this Contract, and the Operator shall provide the Department with copies of said approvals, authorizations,



certificates, permits, and/or licenses within thirty (30) calendar days of receipt thereof by the Operator.

The Department will designate a Program Manager responsible for the management and administration of this Contract. The Department's Program Manager shall have the right to order the Operator to take or to cease any action the Department's Program Manager determines to be necessary for the Operator to fulfill its obligations under this Contract. The Operator agrees that the Department's Program Manager shall determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract including, but not limited to, questions as to the value or acceptability of services, questions as to either party's fulfillment of its obligations under this Contract, and questions as to the interpretation of the scope of services described herein. The Department's Executive Director shall make the final determination as to all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services hereunder, the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the Parties.

6. FACILITY CONDITION, EQUIPMENT AND MATERIALS

6.1 Present Condition

Unless otherwise provided for in this Contract, all land, buildings, equipment, materials, and improvements provided by the Department in connection with this Contract are provided by the Department and accepted by the Operator "AS IS, WHERE IS" with no implied or express warranty of any nature, including, but not limited to, any implied warranty of merchantability, noninfringement or fitness for a particular purpose.

6.2 Department Contributions

In addition to infrastructure and equipment provided by the Department as part of Phase 1 Construction (as detailed in Attachment 5) and Phase 2 Construction (as detailed in Attachment 2), the Department will provide the following equipment and materials for use at the Facility:

- a. Office building furniture, including, but not limited to, cubicles, desks, chairs, and workstations;
- b. Audio/visual equipment; and
- c. Security access control equipment and closed-circuit television ("CCTV") system.

The Department may, at its discretion, provide additional equipment and/or materials for use at the Facility. Title to all equipment and materials provided by the Department shall remain vested in the Department. In the event that any Department-supplied equipment or materials at the Facility are for any reason damaged, relocated, or need to be replaced, the Operator shall coordinate with the Department's Program Manager and support the Department's inventory control processes as required by the Department. The Operator accepts all equipment and



materials provided by the Department for use at the Facility in an “as-is” condition upon execution of this Contract.

6.3 **Operator Contributions**

Except as otherwise expressly stated in this Contract, the Operator shall be responsible for providing all equipment, materials, supplies, and any other item(s) necessary to operate the Facility in accordance with the terms of this Contract, and as may be required under applicable laws, rules, and regulations. The Operator shall submit with its Reply a Bill of Materials detailing all equipment, materials, supplies, and any other item(s) the Operator will provide under this Contract, including, but not limited to, the following:

- a. Computers, servers, printers, phones, networking (firewalls, routers, switches, etc.) and all other business and office supplies needed for Operator staff to successfully perform all work and services required under this Contract;
- b. Software, including management software, simulation software, and any other software needed to operate the Facility;
- c. User management and control systems;
- d. Staff vehicles for transportation within the Facility;
- e. Fuel trucks and/or above-ground fuel tanks;
- f. Food preparation and service equipment;
- g. Vehicles for use in test scenarios;
- h. Forklifts, cranes, bucket trucks, or any other heavy equipment needed for Facility maintenance and testing scenarios;
- i. Communications and electronics testing equipment and tools;
- j. Safety equipment and gear;
- k. Radios, transponders, and other security equipment;
- l. All baseline equipment required to fit vehicles for testing and gather resulting data; and
- m. Any other equipment and/or materials needed to successfully operate the Facility not otherwise provided by the Department.

The Operator shall, for each item included in its Bill of Materials, include a detailed description of the item, the price of the item, the time when the item will be furnished and/or installed at the Facility, the depreciation schedule, and whether the Operator intends on retaining ownership of the item after it has been furnished or installed. All equipment and materials provided by the Operator shall be new.

Throughout the duration of this Contract, the Operator shall amend the Bill of Materials, providing the same details as the original Bill of Materials, to address all equipment at the Facility that the Operator proposes to furnish, install, remove, or replace. The amendment to the Bill of Materials must be approved in writing by the Department prior to the Operator proceeding with any proposed equipment changes.

All equipment and materials included in the Bill of Materials shall be provided by the Operator at its sole cost and expense, and without reimbursement therefor by the Department.



7. OPERATOR STAFF

7.1 General

The Operator shall establish and maintain a qualified staff to successfully perform all requirements of this Contract. The Operator's staff shall have demonstrated experience and expertise in, among other areas, program management and administration, financial management and accounting, safety and security, testing development and operations, maintenance, sales and marketing, and information technology management. All Operator staff providing and/or performing services under this Contract shall be properly licensed, registered, and/or certified to provide and/or perform such services in accordance with the requirements of this Contract and all applicable federal, state and local laws, rules and regulations, and Department requirements.

The staff employed by the Operator to perform or provide services under this Contract shall at all times be employees of the Operator and not the Department. As a public agency of the State of Florida, the Department desires to promote employment within Florida, and as such, encourages the Operator to utilize resources and personnel that are based in Florida where practical to do so.

The Department shall have the right to require the immediate removal of any Operator employee, agent, representative, contractor or subcontractor from assignment under this Contract. The Department's exercise of this right shall not be construed as a request for termination of the Operator's employee, agent, representative, contractor or subcontractor. The Operator assumes full responsibility for the termination of any Operator employee, agent, representative, contractor or subcontractor.

The Operator agrees and warrants that in the performance of this Contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, national origin, age, sexual orientation, marital status or handicap, in any manner prohibited by the laws of the United States or the State of Florida applicable to the Operator. The Department shall consider the Operator's knowing employment of unauthorized aliens in violation of Section 274(e) of the Immigration and Nationalization Act to be a default under this Contract.

7.2 Key Staff

The Operator shall provide, as part of its Reply to the Department, an organizational chart identifying the staff to be dedicated solely to this Contract ("Key Staff"), as well as their proposed responsibilities under this Contract. The Operator shall notify the Department in writing of any proposed replacement for any Key Staff position. The Department shall have the right to review and approve the qualifications of any individual (including those employed by contractors) that the Operator proposes to appoint to a Key Staff position, prior to such individual commencing any work under this Contract.

The minimum Key Staff to be provided by the Operator are described below.

a. Operator's Program Manager

The Operator shall designate a Program Manager ("Operator's Program Manager") who shall be responsible for managing all services performed by the Operator under this Contract. The responsibilities of the Operator's Program Manager include, but are not limited to, the following:

1. Provide oversight of all work performed under this Contract;
2. Perform Contract-related assignments, including planning, organizing, and implementing tasks as requested by the Department;
3. Provide oversight of Operator staff and resources for all tasks and activities performed under this Contract;
4. Oversee training of Operator staff to ensure all Contract requirements are properly performed;
5. Manage the ongoing development of Facility operation, safety, security, maintenance, sales, marketing, and capital improvement plans;
6. Oversee the requisition of equipment and supplies;
7. Track Contract budget, inventory, and tasks assigned, and provide updates, reports, and cost summaries to the Department monthly, and at any other time as may be requested by the Department;
8. Prepare and submit monthly invoices, Revenue Reports and Operation Fees to the Department;
9. Communicate with the Department's Program Manager regarding all Contract activities; and
10. Perform other tasks as assigned by the Department.

b. Business Development Manager

1. Supervise marketing and advertisement activities;
2. Direct media strategy;
3. Develop and maintain website;
4. Manage User relations and outreach;
5. Attend promotional events and conventions; and
6. Perform other tasks as assigned by the Department.

c. Testing/Engineering Manager

1. Manage User testing plan development to ensure, among other things, that safety is maintained throughout the process;
2. Manage all contacts with Users;
3. Identify User needs and connect with appropriate supporting resources;
4. Manage delivery of test support services;
5. Help identify emerging equipment, technologies, and infrastructure that may improve offerings to Users at the Facility; and
6. Perform other tasks as assigned by the Department.

d. Operations Manager

1. Coordinate use of the Facility with the Department;
2. Supervise all non-Department testing operations at the Facility;
3. Develop, implement, and maintain routine and preventive maintenance plans;
4. Develop, implement, and maintain a Capital Improvement Plan (CIP); and
5. Perform other tasks as assigned by the Department.

e. Safety and Security Manager

1. Develop, implement, maintain, and enforce safety and security plans;
2. Perform risk assessments for safety, liability and insurance purposes;
3. Develop and implement strategies to eliminate or mitigate identified risks;
4. Coordinate safety training and orientation for Users and staff; and
5. Perform other tasks as assigned by the Department.

7.3 Staffing Plan

The Operator shall submit as part of the proposed operations manual included with its Reply a comprehensive staffing plan detailing the number of full-time, part-time, subcontracted, seasonal, on-site, and off-site personnel required to successfully operate the Facility (hereinafter, the “Staffing Plan”). The Staffing Plan shall include initial staffing levels and planned future staffing increases and potential Staff location transitions as the Facility ramps up. The Staffing Plan shall be continuously maintained with projections of future staffing needs over the upcoming rolling 2-year and 5-year periods. The Staffing Plan shall detail the activities and responsibilities of each proposed staff member, as well as how the Operator will manage and cover staff absences with appropriate replacement staff.

The Staffing Plan, and any changes thereto, must be approved by the Department prior to implementation by the Operator. All Operator requests to add a proposed staff member must include a description of the proposed staff member’s expected duties, as well as the proposed staff member’s current resume, copies of any applicable licenses and/or certifications, and any other documentation deemed necessary by the Department.

7.4 Staff Location

All Operator staff performing work under this Contract shall be located at the Facility unless prior written approval has been received from the Department authorizing Operator staff to perform work under this Contract offsite in a location other than the Facility. The Operator must coordinate the locations and schedules of all staff performing services under this Contract with the Department’s Program Manager.



7.5 **Staff Screening**

The Operator shall establish and maintain a screening process for all potential staff members that may be assigned to perform and/or provide services under this Contract. All staff screening shall be completed at the Operator's expense, and must include, at a minimum, criminal background screening, employment eligibility verification screening, and drug screening.

The Operator shall obtain, as part of its staff screening process, a Level II Criminal Background Check on all staff that may be assigned to this Contract. No person with a prior criminal felony record for computer-related or information technology crimes, fraudulent practices, false pretenses, credit card crimes, forgery, counterfeiting, violations involving checks and/or drafts, or theft shall be approved or permitted to perform or provide services under this Contract.

The Operator 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 Operator during the term of this Contract. The Operator shall also expressly require any subcontractors performing work or providing services pursuant to this 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 term of this Contract.

The Operator shall also require all proposed staff members to submit to a drug test, and the Operator must provide proof to the Department, in accordance with current Florida Statutes, that each member of the Operator's staff is drug-free, prior to commencing work under this Contract and each year thereafter throughout the duration of this Contract.

For each proposed staff member, the Operator shall provide the Department with an affidavit attesting that the Operator completed the staff screening required herein, and that the proposed staff member is certified, licensed and/or otherwise qualified in the area the proposed staff member will be performing work under this Contract. The affidavit must be provided to the Department prior to the proposed staff member commencing work under this Contract. The Department shall have the right to require the Operator to exclude any proposed staff member that the Department identifies as a potential threat to the health, safety, security, or general welfare of the Facility and/or its occupants, from performing any work under this Contract.

7.6 **General Appearance and Conduct**

All Operator staff shall exercise good judgment and conduct themselves in such a manner that will reflect favorably upon the Department when performing services under this Contract. All Operator staff shall wear photo identification approved by the Department at all times while within the Facility. The Department shall have the right to disqualify and remove any member of the Operator's staff from this Contract who fails to perform his or her duties to the satisfaction of the Department, who engages in any conduct detrimental to the Department, or who engages in conduct detrimental to the health, safety, or welfare of the Facility, its Users, licensees, permittees, or visitors. No personnel employed by the Operator, its contractors, or subcontractors, while on or



about the Facility, shall use or possess alcoholic beverages or illegal drugs. All indoor portions of the Facility shall be smoke free at all times.

7.7 **Training**

The Operator shall provide ongoing and comprehensive training to its staff throughout the duration of this Contract. Such training shall cover all aspects of Facility operations, including, but not limited to, those areas related to Facility safety, security, and emergency management. The Department may, at its discretion, participate in training provided by the Operator, which shall be provided at no additional cost to the Department. In addition to the Operator's ongoing training, the Department may require the Operator's staff to participate in training conducted by the Department at no additional cost to the Department.

8. FACILITY OPERATIONS

8.1 **General**

The Facility shall be used for the purposes of supporting the advancement of autonomous and connected innovative transportation technologies to improve safety and decrease congestion for the traveling public, and to otherwise advance the Florida's Turnpike Enterprise objectives as set forth in the Florida Transportation Code. The Operator is responsible for ensuring that all activities conducted at the Facility are conducted for these purposes, and the Operator shall, at the Operator's sole cost and expense, conform to and obey any applicable laws, ordinances, rules, regulations, requirements, and/or orders of governmental authorities or agencies with jurisdiction over the use and occupation of the Facility. The Operator shall comply with all applicable laws prohibiting discrimination and shall not otherwise use or occupy the Facility for any unlawful or other purpose not permitted herein.

Any change in the use of the Facility for purposes other than those permitted herein must receive prior written approval from the Department's Executive Director. The Department reserves the right to remove from the Facility any Operator staff, contractors, subcontractors, licensees, permittees, Users, or any other person or entity it determines is engaging in any activity or use of the Facility for purposes other than those described in the preceding paragraph, or when such action, as determined by the Department, is in the best interest of the health and safety of the general public. The Operator agrees that it shall not hold the Department liable for any damages or loss of profits or otherwise that might result because of such action by the Department, and the Operator and its contractors, subcontractors, licensees, and permittees waive all claims against the Department resulting from or in connection with the Department's exercise of its rights described herein. The Operator agrees to incorporate the provisions of this paragraph into any agreements it establishes as a result of this Contract, including, but not limited to, agreements with Users, contractors, and subcontractors.

8.2 **Hours of Operation**

The Operator shall submit with its Reply a schedule detailing the proposed hours of operation for the Facility (excluding the FTE Toll Testing Support Area), which must be open, at a minimum, Monday through Friday, 7:00 AM to 5:00 PM (EST). The Facility's hours of operation, including any changes or modifications thereto, must be approved by the Department prior to implementation thereof by the Operator.

8.3 **Testing Scenarios and Activities**

The Operator will provide full-service engineering and support capabilities to assist Users in the development of test scenarios, and in the collection, evaluation and interpretation of the resulting test data. All Users shall, prior to engaging in any testing activities at the Facility, be required to submit a proposed test plan to the Operator detailing all testing activities the User intends on conducting at the Facility. All test plans shall include, without limitation, the following information:

- a. Desired testing dates and times;
- b. Test sectors to be utilized, and whether the proposed use is exclusive or shared;
- c. Types of vehicles to be used;
- d. Personnel to be used (including drivers and certifications);
- e. Vehicle speeds and movements;
- f. Special equipment needs;
- g. Infrastructure needs; and
- h. Fuels and chemicals to be used (and their related Material Safety Data Sheets)

The Operator is responsible for ensuring that no testing activity is conducted at the Facility for any purposes other than those permitted in this Contract. The Operator shall develop a test plan review process by which it will collect, review, modify, and approve/disapprove test plans to ensure all testing activities at the Facility are conducted safely, and that no testing activity is conducted at the Facility for any purpose other than those described in this Contract. The Operator shall, and the Operator shall require each User to, provide as part of any test plan, a certification acknowledging that appropriate cybersecurity processes and technologies are in place to protect against unauthorized electronic control of the safe operation of any test vehicle, and to reasonably protect data in the test plan and vehicle, using a risk-based approach that is aligned with and takes into consideration industry cybersecurity best practices available at the time of the test plan implementation. The test plan review process will be incorporated into the Safety Plan described in Section 9.2 of this Contract, and any modifications thereto must be submitted to the Department for its review and approval prior to implementation thereof by the Operator.

8.4 **Test Sector Setup and Breakdown**

The Operator shall provide setup and breakdown services, including, but not limited to, installing monitoring equipment (e.g., cameras and sensors), arranging striping and signage, placing traffic barriers, configuring movable street furnishings, and arranging building facades. Any proposed testing activities that will impact or conflict with the Department's testing operations at the Facility

shall not be undertaken without prior written approval from the Department. No equipment, hardware, software, instrument, fixture or other material shall be installed, positioned, fixed, stationed, or appended to, on, or within any toll gantries at the Facility without the Department's prior written approval thereof.

8.5 **Technology Development and Integration**

A key competitive advantage of the Facility will be an advanced technology offering. The Operator must provide, among other things, data collection and observation capabilities, simulation software support (including a virtual model of the Facility formatted to support industry standard simulation software platforms), and Hardware-in-the-Loop (HiL) simulation capabilities tuned to the dynamic pad and the entire Facility. All technology development by the Operator under this section shall be considered a Work Product of the Department as set forth in Section 28 of this Contract.

8.6 **Scheduling**

The Operator is responsible for scheduling and coordinating access to the Facility (with the exception of the FTE Toll Testing Support Area, which is reserved exclusively for the Department's use). The Operator shall utilize an online scheduling platform to facilitate and manage Facility reservations by Users in a user-friendly manner ("Scheduling Platform"). In addition to facilitating reservations by Users, the Scheduling Platform must provide real-time Facility reservation updates detailing new reservations and any changes made to existing reservations, and provide reporting functionality that supports the generation of reports detailing past and future Facility reservations, configurable by date, time, sector, building, or any other element as requested by the Department. Such reports shall be in a format approved by the Department. The Department and its designees shall have the right to access and use the Scheduling Platform at all times throughout the duration of this Contract. In the event the Operator licenses the Scheduling Platform from a third-party vendor, the Operator shall secure, at no cost to the Department, all necessary software and user licenses on behalf of, and in the name of the Department. Should the Operator independently develop the Scheduling Platform, such Scheduling Platform shall be considered a Work Product of the Department as set forth in Section 28 of this Contract.

The Operator shall submit as part of the proposed operations manual included with its Reply a comprehensive description of its proposed approach to scheduling and coordinating access to the Facility, including, but not limited to, the following:

- a. Methodology for coordinating with the Department to reserve test sectors and/or building spaces for Department use;
- b. The real-time electronic scheduling platforms or programs to be used;
- c. User interface details for online booking platforms;
- d. Processes and workflows for interactions with potential Users; and
- e. Number and qualifications of Operator staff needed to perform scheduling activities.



The scheduling approach, processes, and methodology, and any modifications thereto, shall not be implemented without prior written approval from the Department.

8.7 **Use Agreements**

The Operator shall be responsible for developing and entering into use agreements with individuals and entities seeking to use the Facility. All Facility use agreements entered into by the Operator shall comply with the terms of this Contract and all applicable laws, rules, and regulations.

The Operator shall submit all proposed use agreements to the Department for its review and approval prior to the Operator's execution thereof. No approval by the Department of any use agreement shall result in any privity of contract between the Department and any User, and the Department shall have no obligations to such User arising under any such use agreement, and no liability to the User arising out of Operator's breach of any of its obligations under such use agreement, or violation of the User's rights under federal, state or common law.

The Department shall have the right to prohibit any proposed, current, or future use of the Facility at any time if the Department determines, in its sole discretion, that such action is necessary to ensure that the Facility is operated in a manner consistent with the requirements set forth in this Contract, to protect against injury to person or property, or to protect the integrity of the Department (including the SunPass® and SunTrax® brands) and the State of Florida,

The Operator shall not enter into a use agreement with any company, vendor, or entity that has been placed on any of the following lists maintained by the State of Florida:

- a. Convicted Vendor List;
- b. Discriminatory Vendor List;
- c. Scrutinized List of Prohibited Companies;
- d. Suspended Vendor List; and
- e. Vendor Complaint List.

8.8 **Data Management**

The Operator is responsible for Facility data management and security (excluding data generated during the Department's testing operations), which may also include the management of User data. The Operator will work with Users to identify specific data management and security needs.

The Operator shall allow public access to all documents, papers, letters or other materials, made or received by the Operator in connection with this Contract, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the Florida State Constitution or Chapter 119, Florida Statutes. The Operator shall keep and maintain all public records in accordance with Department policies and procedures, applicable laws, regulations, and rules, as amended, including Rule 1B-24.003(1)(a), Florida Administrative Code.

8.9 **Pricing**

The Operator will be responsible for developing, implementing, and maintaining the pricing strategy for the use of test sectors and other portions of the Facility, for testing services, and for any other products or service offerings at the Facility. Such pricing shall be consistent with the information provided by the Operator in the Price Proposal Form submitted with the Operator's Reply, and shall be competitive with similar Facilities. The pricing fee structure, and any modifications thereto, shall not be implemented without prior written approval from the Department. Use of the Facility by the Department or its designees will be at no cost to the Department.

The Operator is responsible for the calculation, collection, and payment of all applicable federal, state, local, and any other taxes required to be collected in association with the operation of the Facility, including but not limited to sales taxes, use taxes, and local business taxes. The Operator shall remit all required tax payments directly to the government agency or entity levying such taxes, with the exception of any taxes or imposts required by law to be collected by a property owner/landlord, which shall be paid to the Department monthly, concurrently with the monthly report and Operation Fee, to be collected by the Department and submitted to the Department of Revenue, in lawful money of the United States, without deduction or set-off. The Operator shall pay and discharge as they become due, promptly and before any delinquency, all lawfully imposed taxes, assessments, rates, charges, license fees, levies, excises or imposts (collectively, "Taxes"), whether general or special, ordinary or extraordinary, of every name, nature, and kind whatsoever imposed as a result of the Operator's use or occupancy of, or conduct of business on or from, the Facility or the operation of the Facility, including, but not limited to, all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, or charged, including any ad valorem, personal property, or other potentially applicable tax imposed by virtue of the provisions of law, including, but not limited to Chapters 196 and/or 212, Florida Statutes, that may become a lien or charge on or against the Facility, the Operator's interest in the Facility, or any part of the Facility. If requested by the Department, the Operator shall obtain and deliver receipts or duplicate receipts for all Taxes required under this Contract to be paid by the Operator. The Operator acknowledges that payment of all Taxes, and any associated interest or penalties paid by the Operator, are in addition to any compensation to be provided to the Department under the terms of this Contract and there shall be no off-sets against the compensation because of payment. Nothing herein shall prevent Operator from challenging any Taxes.

8.10 **Fuel Facilities**

The Facility shall not be used for the manufacture or storage of flammable, explosive or hazardous materials, with it being acknowledged that motor vehicle fuel may be stored at the Facility as permitted under this Contract, provided that the Operator complies with all state and federal laws and/or regulations regarding hazardous materials or substances that are applicable to the motor vehicle fuel storage.



The Operator shall, at its sole expense, operate and maintain in good repair all Fuel Facilities, and shall otherwise repair, replace, and/or upgrade the Fuel Facilities, in accordance with all applicable laws, rules, and regulations, including, but not limited to, Rule 62-762, Florida Administrative Code, and Chapters 376, 403, and 526, Florida Statutes. The Operator is responsible for obtaining and maintaining, at its sole expense, any permits required by law for operation of the Fuel Facilities, including any permits governing the purchase, storage, and dispensing of fuel.

The Operator shall monitor all leak detection devices and shall immediately respond to and notify the Department and any other agency required by law of any malfunction or suspected malfunction (including leaks and spills) of the Fuel Facilities. The Operator shall perform, at the Operator's sole expense, full remediation of all pollutants and/or contaminants released from the Fuel Facilities, including but not limited to, pollutants and/or contaminants released during filling, distribution, or dispensing. All pollutant and contamination remediation efforts shall be completed in accordance with applicable federal, state and local laws, rules and regulations, and Department requirements.

8.11 **Electromagnetic Interference**

The Operator is responsible for ensuring that its staff, contractors, subcontractors, licensees, permittees, and Users shall not cause any electromagnetic obstruction or interference with the Department's electronic toll collection system or intelligent transportation system, the existing cell tower adjacent to the Facility, or with any type of current or future transmission on any frequencies allocated by the Federal Communications Commission for commercial and/or non-commercial communications. If the Operator, its staff, contractors, subcontractors, licensees, permittees, or Facility Users cause any such radio frequency or electromagnetic interference, the Operator shall immediately correct and eliminate the interference.

8.12 **Flags**

The Operator shall be responsible for raising and lowering the United States, State of Florida, and/or other flags at the Facility as directed by the Department in its sole discretion. Such flags shall be provided by the Department, and the Operator shall fly no other flags, including flags of a size different than those provided by the Department, without the prior written approval of the Department.

8.13 **Rules**

The Department reserves the right to adopt, from time to time, policies, rules and regulations ("Rules") regarding the Facility. The Operator agrees to promptly, fully and faithfully comply with all Rules, and require Users of the Facility and all of its employees, contractors, subcontractors, agents, and licensees to promptly, fully and faithfully comply with the same. Such Rules shall be enforceable by the Department in the same manner and with like effect as though such Rules were set forth in full herein, and a default of any Rules shall conclusively be deemed a default of the terms and conditions of this Contract. The Department reserves the right to modify or amend such



Rules which, in the Department's judgment, are necessary for the health, safety, welfare, reputation, or cleanliness of the Facility or any part thereof. Unless imminent danger or peril to persons or property dictates otherwise, copies of such Rules, and any amendments or modifications thereto, will be sent to the Operator at least thirty (30) calendar days before the date such Rules (or any amendments or modifications thereto) are to become effective. The Operator shall be responsible for causing all of its employees, contractors, subcontractors, agents, and licensees to promptly, fully and faithfully comply with all Rules, including any amendments or modifications thereto, throughout the duration of this Contract.

9. SAFETY AND SECURITY

9.1 General

Safety and security are of paramount importance at the Facility. The Operator recognizes the importance of providing and performing all services required under this Contract in a safe, secure, and responsible manner to prevent damage, injury, and/or loss to person and property at the Facility, and the Operator shall be responsible for ensuring that all staff, agents, contractors, subcontractors, Users, and visitors comply with all safety requirements set forth under this Contract. The Operator is also responsible for ensuring that proper safety equipment is used at all times at the Facility, and the Operator shall maintain, at its sole expense, all safety equipment in good repair as required under this Contract and in accordance with applicable law.

The Operator shall notify the Department's Program Manager, in writing, of any damage, injury, and/or loss to person or property at the Facility, within twenty-four (24) hours of such damage, injury, and/or loss. The Operator's written notice shall include, at a minimum, the date and time of the damage, injury, and/or loss, the location of such damage, injury, and/or loss, parties involved, the nature of the damage, injury, and/or loss suffered, and any other information required by the Department.

All Operator staff, contractors, and subcontractors, all Facility Users, and all visitors are required to wear and visibly display an identification badge on their person at all times while at the Facility. Identification badges for Operator staff, contractors, and subcontractors, Facility Users, and visitors, must be issued in the form and include the required content and information as set forth in the Operator's approved Security Plan (described in Section 9.3, herein). Badges must be used by Operator staff, contractors, and subcontractors, Facility Users, and visitors to gain access to the Facility, and such access must be limited in accordance with the requirements set forth in the approved Operator's Security Plan.

9.2 Safety Plan

The Operator shall submit, as part of the proposed operations manual included with its Reply, a comprehensive safety plan covering all aspects of Facility safety ("Safety Plan"), including, but not limited to, the items described below:

- a. User test plan review process;

- b. Facility circulation and access-control procedures for test sectors, buildings, and the rest of the Facility;
- c. Test Sector training, use and operations;
- d. Hazardous materials handling and clean-up procedures;
- e. Wildlife management; and
- f. Training in active shooter situations and workplace violence.

The Safety Plan, and any changes thereto, must be approved by the Department prior to implementation thereof by the Operator. The Safety Plan shall be updated by the Operator each year and resubmitted to the Department no later than March 1st, and/or at such other frequency as determined necessary by the Department.

9.3 **Security Plan**

The Operator shall submit as part of the proposed operations manual included with its Reply a comprehensive Security Plan that addresses all aspects of Facility security, including, but not limited to, those items described below:

- a. Facility security and access control protocols and procedures;
- b. Training for Operator and Department staff in security and access control protocols and procedures;
- c. Required dedicated security personnel and their roles;
- d. Provision of vehicles and other supporting equipment;
- e. Data security and cybersecurity considerations;
- f. Privacy considerations for Users;
- g. Cameras, lighting, recording, and other required security equipment; and
- h. Law enforcement coordination procedures.

All Operator staff, contractors, and subcontractors shall be issued, and shall display on their person at all times, a badge that includes the name, photograph, staff designation, functional area, and SunTrax® logo. The Security Plan, and any changes thereto, must be approved by the Department prior to implementation thereof by the Operator. The Security Plan shall be updated by the Operator each year and resubmitted to the Department no later than March 1st, and/or at such other frequency as determined necessary by the Department.

9.4 **Security Services**

The Operator shall be responsible for security at the Facility, including providing at least one uniformed, armed security officer present at the Facility twenty-four (24) hours a day, seven (7) days a week. All security officers providing and/or performing security services at the Facility must be properly licensed to provide and/or perform such services in accordance with applicable federal and state laws, rules, and regulations.

9.5 Facility Access Control

The Department will install the access control system for the Facility, which may include, without limitation, proximity card readers, surveillance cameras, network infrastructure, and/or other equipment, components, and materials. Title to the Facility access control system, including all associated equipment, components, and materials, shall remain vested in the Department, and the Department shall at all times retain sole and exclusive authority over all access control system permissions throughout the duration of this Contract. Access to the Facility, and areas within the Facility, will be managed by the Department and the Operator as provided herein. Any authority granted to Operator under this section shall be subordinate to the Department.

- a. Access to the FTE Toll Testing Support Area will be managed by the Department. The Department will provide the Operator with access to the FTE Toll Testing Support Area only to the limited extent deemed necessary by the Department (in its sole discretion) for the Operator to perform its obligations under this Contract. The Operator must submit to the Department for its review and approval advance written notice of each individual for which the Operator seeks access privileges to the FTE Toll Testing Support Area. Such notice must include the individual's name, job title, and position description, as well as the time period and reason(s) for which access is being requested, and any other information that may be required by the Department. The Operator understands and agrees that any grant of access by the Department may be subsequently withdrawn, revoked, and/or rescinded, without penalty, by the Department in its sole discretion at any time.
- b. Access to all Facility areas other than the FTE Toll Testing Support Area will be managed by the Operator with a separate access control system, which will be installed by the Department, but will not be connected to the Department's network. The Department will grant the Operator system permission privileges to such access control system to the extent deemed necessary by the Department (in its sole discretion) for the Operator to perform its obligations under this Contract. The Operator shall be responsible for supplying, at its sole cost and expense, system compatible cardstock for badges and any other materials needed for access control management at the Facility.
- c. The Operator shall define in the Security Plan the process by which requests will be made to the Department for access to the FTE Toll Testing Support Area, and the process that will be used to manage access by Users, Operator staff, contractors, subcontractors, and any other visitors to Facility areas outside the FTE Toll Testing Support Area. The Operator shall remove access permissions granted to any Operator staff, contractors, subcontractors, Users, and any other visitors immediately when said persons are no longer authorized to access the Facility. The Operator shall perform audits on a monthly basis of all persons currently authorized to access the Facility and shall provide the results of those audits as part of the monthly reports submitted to the Department by the Operator.

- d. Notwithstanding any provision herein to the contrary, the Department shall have the right to gain and to provide access to any portion of the Facility at any time it deems necessary throughout the duration of this Contract. The Department agrees to exercise its access rights under this section in a reasonable manner to minimize interference with the Operator's operations. The reservation of right by the Department to gain and to provide access to any portion of the Facility shall not be deemed to (1) impose any obligation on the Department to do so, (2) make the Department responsible to the Operator or any third party for the failure to do so, or (3) relieve the Operator from any of its obligations under this Contract.

9.6 **CCTV System**

The Department will install CCTV static security cameras and Pan/Tilt/Zoom (PTZ) cameras Facility-wide. The feeds from the cameras installed during Phase 1 Construction (the "Tolls Testing Cameras") will be routed directly to the Tolls Operations Building for use by the Department and its designees.

The Operator shall be responsible for coordinating with the Department to ensure that when the Tolls Testing Cameras are not in use by the Department, the activities of Facility Users are not being recorded, and that the privacy and security needs of all Facility Users are satisfied.

The feeds from the cameras installed during Phase 2 Construction will be transmitted directly to the Administration Building for use by the Operator. The Operator will be responsible for providing compatible Network Video Recorders (NVRs) and maintaining storage of at least thirty days of High Definition video footage at a minimum of thirty (30) frames per second from all the infield surveillance cameras. The Operator shall provide surveillance video recordings to the Department and to law enforcement officers and officials upon request where such recordings are needed for investigation, law enforcement, or other legal or security matters.

9.7 **Department Safety and Security Reviews**

The Department and its representatives shall have the right, but not the obligation, to perform, at any time while this Contract is in effect, periodic safety and security reviews of activities and operations at the Facility, including, without limitation, activities and operations relating to testing, User circulation and access control, Safety Plan implementation, and Security Plan implementation. The Department will notify the Operator of any deficiency requiring correction and will provide a time period in which the deficiency must be corrected. If the Department determines, in its discretion, that the deficiency threatens the health, safety, and/or welfare of the Facility, its Users, licensees, permittees, or visitors, then the notification and opportunity to cure described in this paragraph shall not apply, and the Department shall have the right to immediately close the Facility or any portion thereof until such time that the Operator cures the deficiency as required by the Department. The Department shall not be liable for any damages, lost revenues, or any other claims that might result because of such action by the Department. The Operator shall indemnify and hold the Department harmless from any and all claims resulting in actual losses,

damages, costs, demands, suits, judgments, fines, penalties, and reasonable attorneys' fees (including appellate and regulatory attorneys' fees) of any kind or nature, to the extent arising out of any act by or through the Department, its employees, agents, contractors, or subcontractors, made in connection with the exercise of the Department's rights provided in this paragraph.

10. EMERGENCY MANAGEMENT

10.1 General

The Operator shall be responsible for performing pre-emergency event preparation, providing initial response, and repairing and restoring buildings and other infrastructure at the Facility after emergency events occur, as required herein. The Operator shall protect the Facility and all Users, licensees, permittees, and any other visitors at the Facility, from any hazards resulting from an emergency event. Emergency events include, but are not limited to, hurricanes, storms, flooding, tornadoes, wildfires, and other natural disasters, motor vehicle crashes, environmental pollution or contamination, active shooter situations, and other emergencies threatening the health, safety, and/or welfare of the Facility and its Users, licensees, permittees, and any other visitors at the Facility ("Emergency Events").

10.2 Emergency Management Plan

The Operator shall submit as part of the proposed operations manual included with its Reply a comprehensive emergency management plan covering all aspects of Emergency Event management at the Facility ("Emergency Management Plan"), including, but not limited to, the items described below:

- a. Detailed organizational structure identifying the functions, qualifications, experience level, and contact information of Operator staff assigned to respond to Emergency Events;
- b. Procedures for Emergency Event management;
- c. Procedures to ensure the safety of the Facility, Users, licensees, permittees, and any other visitor to the Facility;
- d. First responder notification and coordination procedures;
- e. Traffic control and emergency evacuation procedures;
- f. Emergency repair procedures;
- g. Debris removal procedures;
- h. Emergency Event report preparation and submission procedures; and
- i. Handling of Hazardous waste.

The Emergency Management Plan, and any changes thereto, must be approved by the Department prior to implementation by the Operator. The Emergency Management Plan shall be updated by the Operator each year and resubmitted to the Department no later than March 1st, and/or at such other frequency as determined necessary by the Department.

10.3 **Notification and Response**

The Operator shall immediately notify the Department upon the occurrence of an Emergency Event and/or the emergency closure of a test sector, building, or support structure. The Operator shall deploy necessary resources, including traffic control and safety devices, to protect the Facility and its Users, licensees, permittees, and any other visitors at the Facility from hazards resulting from an Emergency Event. As soon as practicable, the Operator will send written notice to the Department setting forth a full and precise statement of the facts pertaining to the incident and related courses of action to be taken to restore the Facility.

10.4 **Damage and Destruction**

In the event the Facility, or any portion thereof, is damaged by any Emergency Event that is required to be insured against by the Operator pursuant to this Contract, then the Operator shall, in accordance with all applicable requirements of this Contract, repair such damage (and replace any trade equipment damaged by such Emergency Event) at its sole expense, as soon as reasonably possible, and this Contract shall continue in full force and effect, with no abatement in the Operation Fees payable by Operator to Department.

In the event the Facility is damaged by any Emergency Event which is not required to be insured against by the Operator pursuant to the provisions of this Contract, the Department may, at the Department's option, either (1) repair such damage as soon as reasonably possible at the Department's expense, in which event this Contract shall continue in full force and effect, with no abatement in the Operation Fees payable by the Operator to the Department, or (2) by mutual agreement allow the Operator to repair such damage at the Department's expense as an offset to Operation Fees, in which event there shall be no abatement in the Operation Fees payable by the Operator to the Department except for such offset, or (3) terminate this Contract as to the portion of the Facility so damaged, in which event such termination shall be effective as of the date of the occurrence of such damage; provided, however, that notwithstanding the foregoing: (a) such damage was caused by the act or omission of the Operator or any principal, affiliate, contractor, employee, agent, subtenant, licensee or invitee of the Operator, then the Operator shall, in accordance with all applicable provisions of this Contract repair such damage promptly and at its sole cost and expense, this Contract shall remain in full force and effect, and there shall be no abatement in the Operation Fees payable by the Operator to the Department; and (b) if such damage is not covered by insurance as required above, and if such damage occurred during the last twelve months of the term of this Contract, then either party shall have the right, by written notice given to the other within sixty (60) days after the date of occurrence of such damage, to terminate this Contract as of the date of such damage as to the portion of the Facility where the damage occurred, in which event all proceeds of the insurance against casualty that the Operator was required to maintain pursuant to this Contract shall be paid to the Department.

The Department shall have the right, but not the obligation, to perform all pre-Emergency Event preparation and post-emergency response activities (collectively, "Emergency Management Activities") using Department personnel or other contracted personnel at any time deemed necessary by the Department at its sole discretion. The Department's decision to perform



Emergency Management Activities in response to an Emergency Event shall not relieve the Operator of its obligations to perform Emergency Management Activities as required under this Contract in response to other Emergency Events. In the event the Department decides to perform Emergency Management Activities for an Emergency Event, the Operator shall be responsible for payment for the work performed. If the work occurs during Period A, the Department will withhold the amount of the Non-Performance Payment from the next monthly Contract Payment. If the work occurs during Period B, the Operator shall include the payment with the Operator's next monthly Operation Fee. In the event the Operator does not immediately make such payments, the Operator will be deemed to be in breach of this Contract.

In the event of an actual or reported Emergency Event, danger, or threat that is reasonably believed by the Department or police, fire, emergency services, armed forces, and any other governmental security or emergency personnel to have caused (or to present the imminent potential to cause) injury to individuals, damage to the Facility, or threat to the environment or to public safety, the Department or police, fire, emergency services, armed forces, and any other governmental security or emergency personnel may enter the Facility to take, at such times as the Department or other governmental entity determines necessary in its sole discretion and with such notice to the Operator as is practicable under the circumstances, such actions as the Department or other governmental entity determines necessary to respond to or to rectify such emergency, danger, or threat.

11. MAINTENANCE

11.1 General

The Operator shall maintain and keep the Facility, including all buildings, structures, substructures, landscaping, hardscaping, roadways, sidewalks, parking areas, and any other infrastructure, fixtures, equipment, improvements, and components, parts, or items thereof or thereto, in good repair and in a safe condition at all times in accordance with the requirements set forth in this Contract and applicable laws, rules, and/or regulations. The Operator shall inspect, manage and maintain all assets within the Facility and perform all work consistent with the Department's maintenance practices and in accordance with the most current Department Standards and Specifications and maintenance standards in effect at the time of the performance of any work, which may be amended from time to time throughout the life of this Contract.

The Operator's maintenance responsibilities shall include performing any applicable tests, inspections, and/or upgrades required by federal, state, or local agencies for all windows, structural walls, roof assemblies, electrical wiring, risers, plumbing, fuel facilities, attenuating devices, signs, sidewalks, roadways, lighting, heating, ventilation, and air conditioning systems (HVAC), and life safety systems, at the Facility. Any repairs and/or replacements made by the Operator at the Facility shall be completed in accordance with the Department's standards and specifications and in compliance with all applicable laws, rules, and regulations. All replacement parts, fixtures, equipment, components, and any other item shall be new and of the same type currently in use at the Facility, or such other type as approved by the Department, and the Operator shall provide the Department with all serial numbers, model numbers, and any other descriptive information



required by the Department, as well as copies of all warranties concerning the design, materials, and work with respect to any Facility infrastructure, fixture, equipment, improvement, component, part, or item replaced by the Operator.

The Operator shall also provide janitorial services (and supplies related thereto) for the Facility, and it is otherwise responsible for ensuring that the Facility, including, without limitation, all buildings (interior and exterior), structures, restroom facilities, landscaped areas, roadways, sidewalks, and parking areas, are kept in a neat, clean, safe, and sanitary condition at all times. Any person or entity providing or performing maintenance and/or janitorial services at the Facility must be properly licensed, registered, and/or certified to provide and/or perform such services in accordance with applicable law.

All Facility maintenance, including repairs, replacements, janitorial services, preventative maintenance, and any other maintenance function or activity described in this Contract, shall be performed and/or provided by the Operator at its sole cost and expense. Except as otherwise expressly provided in this Contract, the Department shall not be responsible for any maintenance, repair, or replacement activities, including any cost or expense related thereto, at the Facility. Notwithstanding, the Department shall have the right, but not the obligation, to perform or provide maintenance upon any portion of the Facility that the Department determines, in its sole discretion, is not being properly maintained as required under this Contract. The Department will notify the Operator of the maintenance deficiency requiring correction, and will provide a time period in which the deficiency must be corrected (unless the Department determines that the maintenance deficiency threatens the health, safety, and/or welfare of the Facility, its Users, licensees, permittees, or visitors – in which case, the notification and opportunity to cure described in this paragraph shall not apply). Failure by the Operator to correct the deficiency as required shall constitute a breach of this Contract, and the Department shall have the right, but not the obligation, to perform or provide the maintenance required to correct the deficiency and to either offset the cost of maintenance incurred by the Department against payments due to the Operator, or bill and collect from the Operator, the cost of such maintenance. Such election by the Department to perform or provide maintenance as described herein shall be in addition to, and shall not operate as a waiver of, any other rights and/or remedies available to the Department for the Operator's breach of this Contract.

11.2 **Preventative Maintenance**

The Operator shall submit as part of the proposed operations manual included with its Reply a comprehensive preventative maintenance plan (“Preventative Maintenance Plan”) to keep all Facility buildings, structures, substructures, landscaping, hardscaping, roadways, sidewalks, parking areas, and any other infrastructure, fixtures, equipment, improvements, and components, parts, or items thereof or thereto, in good repair and in a safe condition at all times in accordance with the requirements set forth in this Contract and applicable laws, rules, and/or regulations. The Preventative Maintenance Plan shall include, without limitation, a schedule of periodic maintenance and operational checks for all HVAC equipment, generators, compressors, chillers, cooling towers, chilled water pumps, motors, alarms, structural, plumbing, backflow preventers, utilities, drainage structures and pipes, mechanical, fire suppression, standpipes, sprinklers,

extinguishers, hydrants, electrical equipment including electrical switchgear and electric panels, roofing, and any other infrastructure, fixture, equipment, improvement, component, part, or item as directed by the Department. All maintenance and operational checks shall be completed in accordance with manufacturer specifications and in compliance with all applicable laws, rules, and regulations.

The Preventative Maintenance Plan, and any changes thereto, must be approved by the Department prior to implementation by the Operator. The Preventative Maintenance Plan shall be updated by the Operator each year and resubmitted to the Department no later than March 1st, and/or at such other frequency as determined necessary by the Department. Mere submission of the Preventative Maintenance Plan by the Operator and the Department's approval thereof shall not relieve the Operator of any obligation to properly maintain the Facility as required under this Contract.

The Operator must keep and maintain all maintenance records in accordance with Department rules and procedures, and the laws and regulations of Florida, including Rule 1B-24.003(1)(a), Florida Administrative Code, for all maintenance activities conducted at the Facility and shall make such records available for inspection upon request by the Department. The Operator shall also submit to the Department all non-Department reports of inspections, reviews, audits, and evaluations conducted on the operations of the Operator and conditions of the Facility, including but not limited to fire marshal inspections and health department inspections. All non-Department reports of inspection, reviews, audits and evaluations shall be provided by the Operator to the Department within five (5) calendar days of the Operator's receipt of the report.

11.3 **Buildings and Structures**

The Operator shall be responsible for maintaining and keeping all buildings, structures, substructures and components thereof, including, but not limited to, doors, windows, roofs, gutters, downspouts, plumbing, gantries, signage, wall footings, electrical, lighting, and paint, at the Facility in good repair and in a neat, clean, safe, and sanitary condition at all times. The Operator must obtain the Department's prior written approval (which may be withheld by the Department at its sole discretion) before painting any building or structure at the Facility.

11.4 **Restrooms**

The Operator shall be responsible for maintaining all Facility restrooms in a neat, clean and sanitary condition, and for otherwise keeping all Facility restrooms free of unpleasant odors, water leaks, intrusions, corrosions, mold, mildew, and any other biological growth. The Operator shall keep all Facility restrooms stocked with supplies at all times. Such supplies shall include, without limitation, toilet paper, toilet seat covers, paper towels, hand soap (low odor, neutral in color, and with antibacterial contents), clear plastic trash container liners, sanitary napkins and wax lined dispenser bags, and air-freshener replacements (including batteries). Cleaning of the restrooms shall be completed in a manner that does not require closing of the restrooms. The Operator shall, at its sole expense, repair or replace any inoperable, defective, damaged, or destroyed restroom fixture or part, including, but not limited to, dispensers, sinks, faucets, urinals, toilets, door handles,

mirrors and hinges. Replacement parts and fixtures shall be new and of the same type currently in use at the Facility, or such other type as approved by the Department.

11.5 **Test Sectors**

The Operator shall be responsible for repairing, replacing, and maintaining all Test Sectors, including all equipment, improvements, components, parts, or items related thereto and roadway surfaces to support the daily operations and provide optimal testing conditions at the Facility. This includes, but is not limited to, maintaining pavement markings, shoulders, drainage structures, swales, ponds, curbing, fencing, roadside barriers, site furnishings, sidewalks, crosswalks, ITS devices, security and communications systems, CCTVs, traffic signals, roadway lighting, signage, roadway sweeping, and parking facilities.

11.6 **Lighting**

The Operator shall maintain and keep all interior and exterior lighting and lighting systems at the Facility, including, but not limited to, light poles, bases, luminaires, lamps, starters, ballasts, pull boxes, cable, conduit, substations, expansion joints, protective devices, transformers, control devices and all other related appurtenances, in good repair at all times as required under this Contract and applicable law. The Operator shall, at its sole expense, repair or replace any inoperable, defective, damaged, or destroyed lighting system and any element, fixture, or appurtenance thereto. Replacement parts, elements, and fixtures shall be new and of the same type currently in use at the Facility, or such other type as approved by the Department. Repair, removal and/or replacement of any inoperable, defective, damaged, or destroyed lighting system and any element, fixture, or appurtenance thereto, shall be completed in accordance with Department standards and pursuant to applicable laws, rules, and/or regulations to prevent injury at the Facility.

The Operator shall, each month, complete a lighting outage survey for each parking area and roadway within the Facility, and submit to the Department a lighting outage report identifying outages by pole identification number. All lighting outages shall be repaired within five (5) calendar days of such outage, or within such other time period as directed by the Department.

11.7 **Landscaping**

The Operator shall, at its sole expense, maintain all Facility hardscaping and landscaping (as defined in the plans) in a neat, clean, attractive, and sanitary condition at all times. The Operator's maintenance obligations under this section include, but are not limited to, mowing all grass areas, trimming all trees and shrubbery, fertilizing and watering, mulching, and keeping all landscaping free of weeds, undergrowth, trash, and dead grass, dead trees, dead shrubbery, and dead plants. All grass areas shall be mowed at a frequency sufficient to maintain the grass height at no more than 6 inches higher than the adjacent roadway surface or top of curb.

The Operator shall keep all plants undamaged, free of pests and disease or any symptoms of any disease or pest infestation, properly hydrated and nourished, supported to grow and maintain form



and general appearance in accordance with the characteristics of the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants." Unless otherwise specified, the minimum grade for all plants is Florida No. 1. Any plant material falling below the characteristics of the minimum grade must be corrected or replaced by the Operator within ninety (90) calendar days of discovery, or within such other time period as directed by the Department.

The Operator shall keep all plants pruned to conform to ensure structural safety, retain aesthetics, maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, ITS devices, traffic control signals and devices, toll equipment and facilities, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards (most recent edition) and the companion publication by the International Society of Arboriculture Best Management Practices: Tree Pruning (most recent edition). Pruning shall be performed by or under the direct on-site supervision of an International Society of Arboriculture (ISA) Certified Arborist.

The Operator shall keep the individual plant locations, mulch rings, and planting beds free of litter, debris, excess material and undesirable vegetation (weed whipping and/or weed eating will not be accepted as weed control). All weeds greater than 12 inches in height must be removed through manual methods unless otherwise directed by the Department. All pesticide and herbicide applications shall be completed in accordance with FDOT Maintenance Supplemental Specification 580-33, Chemical Vegetation Control. The Operator shall keep individual plant locations, mulch rings, and landscape bed edges correctly located and trimmed, and the mulch groomed and replenished to a 3" settled depth.

The Operator shall maintain all irrigation systems at the Facility in good repair at all times, and shall, at its sole expense, repair or replace any inoperable, defective, damaged, or destroyed irrigation system, fixture or part, including, but not limited to, sprinkler heads, valves, backflow preventers, pipes, tubing, controllers, sensors, wiring, electrical, and pumps. Replacement parts and fixtures shall be new and of the same type currently in use at the Facility, or such other type as approved by the Department. The Operator shall adjust sprinkler heads as necessary to ensure that all landscaping is properly watered and that there is no overspray onto roadways, sidewalks, and private property.

The Operator shall remove staking and guying from all fully established plants.

The Operator shall, at its sole expense, replace all dead, damaged, destroyed or missing plants within thirty calendar days of discovery, or within such other time period as directed by the Department. This includes plants lost due to crashes, vandalism, theft, disease/pests, and/or damage caused by action or inaction of the Operator. The Operator shall use replacement plants of the same species and planting medium as the plant being replaced. The size of replacement plants must be equivalent to the size of the adjacent grown-in plants of the same species and variety.

The Operator shall use only nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant



regulations in accordance with the latest edition of the Florida Department of Agriculture’s “Grades and Standards for Nursery Plants.”

The Operator shall use only plants that are true to type and species, free of fungal infections and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture’s “Grades and Standards for Nursery Plants” conform in type and species with the standards and designations in general acceptance by Florida nurseries. All replacement plant material shall conform to the FDOT Maintenance Supplemental Specification 580-2 Materials. The Operator shall, upon request, provide the Department with a certification from the supplying nursery that all plant materials have been purchased from Florida based Nurseryman Stock.

The Operator shall perform the inspection, maintenance, and management of stormwater ponds within the Facility according to and in compliance with all permit requirements.

11.8 **Trash**

The Operator shall be responsible for removing, disposing, and otherwise keeping the Facility free of all trash at all times throughout the duration of this Contract. All trash, recycling, and waste containers and compactors at the Facility shall be maintained by the Operator in a neat, clean, sanitary, and proper working condition at all times throughout the duration of this Contract. All trash, recycling, and waste containers shall have covers that are closed when not being filled. All containers and equipment described herein, except for those being provided for public use, shall be properly enclosed and screened from public view. The term “trash” as used herein shall include, without limitation, paper, garbage, food waste, and all other material typically disposed using a trash or garbage collection service. The Operator shall be responsible for payment of all waste fees associated with the removal of trash from the Facility.

11.9 **Recycling Program**

The Operator shall provide recycle bins for the collection of cans, bottles and paper and shall, within thirty days of Contract execution, enter into agreements with third party recycling companies for removal of recyclable products from the Facility to recycling processing facilities.

11.10 **Pest Control**

The Operator shall be responsible for keeping the Facility free of insects, rodents, vermin, and other pests at all times. The Operator shall, within thirty days of Contract execution, enter into an agreement with a duly licensed and certified pest and termite control extermination contractor to perform pest control and extermination services at the Facility in accordance with the requirements set forth in Attachment 7, Integrated Pest Management Plan, and in accordance with all applicable laws, rules, and regulations.

11.11 **Department Inspection Program**



The Department and its representatives shall have the right, but not the obligation, to inspect any portion of the Facility, including any buildings (interior and exterior), structures, substructures, landscaping, hardscaping, fixtures, equipment, components, parts, or any other improvements and infrastructure thereof or thereto, at any time while this Contract remains in effect. The Operator shall correct and remedy any and all unsatisfactory conditions identified during any inspection as specified by the Department.

During Period A, the Department will conduct periodic inspections of the Facility at least monthly and will assign an overall score upon completion of each inspection. Inspection criteria and associated scoring requirements are detailed in Attachment 9 to this Contract. Should the Operator fail to achieve an overall passing score during an inspection, the Department may assess Non-Performance Payments as set forth in Section 21.4 of this Contract.

The Operator shall develop and submit to the Department, no later than March 1, 2021, a proposed expanded inspection program that incorporates all infrastructure, equipment and any other element of the Facility that will require maintenance upon the completion of Phase 2 Construction and throughout Period B. The Department reserves the right, at its sole discretion, to modify the expanded inspections program prior to implementation thereof. The Department may also, at its sole discretion, update the inspections program at any time during this Contract based on previous results and the evolving maintenance needs of the Facility.

The Operator shall, throughout the duration of this Contract, incorporate the requirements from the inspections program into the Preventative Maintenance Plan.

12. SALES AND MARKETING

12.1 General

The Operator shall be responsible for managing Facility marketing and promotional initiatives, and for the ongoing development of business relationships with external parties. The Operator shall be responsible for engaging prospective Users and shall work to keep the Facility fully utilized to the maximum extent possible throughout the duration of this Contract. The Department maintains the right to perform marketing and promotion activities on behalf of the Facility.

The Operator agrees to comply with all federal, state, and/or local laws governing any branding, sponsorship and/or advertising activity at or for the Facility. The Department shall have the right, in its sole discretion and to the maximum extent permitted by law, to approve or disapprove proposed branding, sponsorship and advertising activities to protect the Department's ability to maximize its revenue and to protect the integrity, dignity and reputation of the Department and the State of Florida, as well as the SunTrax® and SunPass® brands.

The following forms of branding, sponsorship, and/or advertising are specifically prohibited:

- a. Denigration of groups based on gender, religion, race, ethnic background or political affiliations or content that includes the name of any group that has historically advocated for the denigration of groups based on gender, religion, race, ethnic background or political affiliations;
- b. Obscene, pornographic, indecent, or explicit messages or offensive level of sexual content, overtone, or innuendo;
- c. Tobacco;
- d. Alcohol;
- e. Contraceptive products or services, or services related to abortion, euthanasia, or counseling with regard to those issues or contain expressions of opinion for or against any of these materials;
- f. Products or services for establishments primarily featuring nude or semi-nude materials;
- g. Political candidates or ballot measures scheduled for consideration by the electorate of any state; and
- h. Any sponsorship by individuals or organizations whose primary purpose is implicitly associated with the foregoing prohibited content.

The Operator shall submit all proposed Facility branding, sponsorship, and advertising activities to the Department for its review, and the Operator shall obtain the Department's prior written approval thereof (which may be withheld at the Department's discretion) before engaging in the proposed branding, sponsorship, or advertising activity(ies).

Any royalty or revenues received by the Operator from any branding, sponsorship or other advertisement activity shall be included in the Facility's Gross Revenues.

12.2 **Sales and Marketing Plan**

The Operator shall submit as part of the proposed operations manual included with its Reply a comprehensive Sales and Marketing Plan delineating short-term and long-term marketing objectives and promotional strategies, including but not limited to:

- a. Representations of the Facility at industry conferences and events;
- b. Social media activities and strategies;
- c. Interviews, articles, and other publicity efforts to promote the Facility in the media;
- d. National and international advertising strategies, including the specific print and web advertising platforms; and
- e. Any other industry-specific outreach and marketing activities.

The Sales and Marketing Plan shall include an annual budget and clearly stated performance objectives that are both measurable and attainable, and shall detail a method of providing current information about the status of each of the performance objectives so that the Department can continuously monitor and measure the plan's effectiveness. Such information may include, but is not limited to, sales data, Facility usage data, return on marketing investment, and information derived from market research performed by the Operator.

The Sales and Marketing Plan, and any changes thereto, must be approved by the Department prior to implementation by the Operator. A new Sales and Marketing Plan, updated based on the information collected during the previous year and the projections for the upcoming year, shall be submitted to the Department no later than March 1st each year, or at such other frequency as determined by the Department. The performance objectives included in the updated Sales and Marketing Plan are expected to be set higher than the previous year's results; provided, however, that the Department, at its sole discretion, may allow goals to be set equal to the prior year.

12.3 **Sponsorships and Branding**

The Operator may pursue sponsorship and branding opportunities only to the extent permitted by this Contract. The Operator shall forward to the Department any and all sponsorship packages and terms, and include recommendations as to whether the Department should accept such packages and the basis for the recommendations. The Operator shall be responsible for negotiating and securing the sponsorship revenue, as well as incurring all costs associated with the sponsorship, including, but not limited to, the procurement, development, design, and application of the sponsor's name, logo and sponsorship imaging onto all sponsorship opportunities, as approved by the Department in its sole discretion.

The Operator shall ensure that all aspects and elements of the sponsorship agreements with sponsors are in compliance with all applicable federal, state and local laws and regulations, including those pertinent to the display of sponsors' names and logos.

The Operator shall incorporate into every sponsorship agreement the following:

- a. Terms setting forth a process for resolving disputes between the Operator and the sponsor concerning the sponsorship and its administration, which the Operator shall make best efforts to utilize prior to seeking legal action in a court;
- b. Terms authorizing termination based on safety concerns, interference with free and safe flow of traffic, and/or a determination that the sponsorship is not in the public interest; and
- c. Provisions for maintenance and removal of physical elements after the agreement expires or the sponsor withdraws.

12.4 **Department's Service Marks**

This Contract shall constitute a limited, non-exclusive, non-assignable, non-transferrable, and revocable license from the Department to the Operator for the Operator's display and use of Department Service Marks, including but not limited to the Department's SunTrax[®] Service Mark, SunPass[®] Service Marks, and FDOT Service Marks (collectively, the "Service Marks") in advertising and marketing approved by the Department pursuant to this Contract. The Operator shall under no circumstances display, reproduce, or otherwise use the Service Marks in any manner without Department's prior written approval, which may be withheld by the Department at its sole discretion.



This limited license may be revoked by the Department at any time the interest of the Department requires such revocation, or (a) the Operator has breached any term of this Contract, or (b) the Department determines, in its sole discretion, that any action or inaction of Operator may damage the Department and/or its interest in the Service Marks. In the event the limited license provided herein is revoked by the Department, the Operator's use of the Service Marks shall immediately cease.

The Operator agrees that the Department retains all right, title, and interest in and to the Service Marks, and that the Operator's use of the Service Marks is authorized only to the extent provided in this Contract. Upon termination of this Contract for any reason, the limited license provided herein shall be automatically revoked and of no further force or effect, and the Operator's use of the Service Mark shall immediately cease.

The Operator agrees not to challenge or contest the Department's ownership of, or rights to the Service Marks, and agrees to promptly notify the Department of any observed or suspected infringement of the Service Marks.

12.5 SunTrax® Branded Facility

The Operator shall prominently brand the Facility under the SunTrax® brand (and the SunPass® brand, if requested by the Department). Branding may include, but is not limited to, signage, posters, banners, video and digital display, and uniforms (including safety vests). Any use of the Operator's trademarks within the Facility shall be subject to Department approval and subject to Department conditions and restrictions.

13. FOOD SERVICES

The Operator shall be responsible for managing, coordinating, and providing daily on-site food services at the Facility to satisfy the market demand of Users, Operator staff, Department staff, and Facility visitors. The daily food services provided at the Facility are anticipated to be quick serve and café style. Catering services may be provided in addition to daily food services.

The quality of products and services offered by the Operator or its concessionaires at the Facility shall meet or exceed applicable industry standards. The Operator shall obtain all necessary licenses and/or certifications, and otherwise comply with all applicable laws, ordinances, rules, regulations, and permitting requirements related to food services. The Operator shall not sell or distribute, or otherwise authorize or permit the sale or distribution of any alcoholic beverage at the Facility, or any product or service at the Facility that is unlawful or determined by the Department to be offensive or against the public policy of the Department. The Department and its representatives shall have the right, but not the obligation, to inspect the Operator's food service operations at the Facility, including the quality of products offered, to determine compliance with this paragraph.

14. RIGHTS RESERVED TO THE DEPARTMENT



14.1 Use of Facility

In addition to any other use rights reserved to the Department in this Contract, the Department shall have, throughout the duration of this Contract, the exclusive, first-priority right to use each Test Sector, without cost or expense to the Department, for the number of business days in each calendar year as detailed in the table below. The Department may assign any of its use rights to any contractors, vendors, consultants, other public agencies, or any other entity, at its sole discretion.

Highway-Speed Oval	180 Days
Urban Environment	20 Days
Suburban Environment	15 Days
Technology Pad	15 Days
Complex Geometry Track	15 Days
Loop Track East	15 Days
Loop Track West	15 Days
Pick-Up & Drop-Off Area	15 Days
Braking Track	10 Days
NVH Track	10 Days

The number of business days for which the Department shall have the exclusive, first-priority right to use for each Test Sector shall reset to the values described in the table above on January 1 of each year while this Contract remains in effect.

All Department use of all Test Sectors, including the Highway-Speed Oval, will be scheduled through the Operator.

The Department and its designees shall have the right to use, at no additional cost, any excess capacity available at any building, Test Sector, and any other portion of the Facility, without reduction to the number of days listed in the table above, and with no adjustment to the Operation Fees or Contract Payments described in this Contract. For purposes of this section, excess capacity shall mean and refer to the period of time (whether within normal operating hours or otherwise) in any upcoming 14-day time period that a portion of the Facility has not been reserved by a User. All Department use of any available excess capacity will be scheduled through the Operator.

14.2 Alteration of Facility

The Department reserves the exclusive right, without the payment of any additional consideration to the Operator, to construct new improvements, and to modify or alter any existing improvements at the Facility, including, but not limited to roadway improvements, ingress or egress improvements, utility or communication relocations or improvements, life safety system improvements, or any other improvements determined necessary or appropriate by the Department in its sole discretion. Title to and use of any such improvements shall be exclusively vested in and

reserved to the Department, unless otherwise agreed to in writing by the Department. In exercising its rights under this paragraph, the Department may temporarily change or interfere with access to the Facility as may be necessary or appropriate, as determined by the Department, to accommodate the construction of new improvements, or the modification or alteration of existing improvements at the Facility. The Operator agrees that it shall not hold the Department liable for any damages or loss of profits that might result because of such action by the Department, and the Operator shall, and shall require its contractors, subcontractors, licensees, permittees, and Facility Users to waive all claims against the Department resulting from or in connection with the Department's exercise of its rights under this paragraph. The Department will provide the Operator with reasonable notice prior to engaging in activities described in this paragraph, and the Operator shall cooperate and coordinate with the Department, its contractors and any other parties that may be authorized by the Department to complete such activities. The Operator agrees to incorporate the obligations of this paragraph into any agreements it establishes as a result of this Contract, including, but not limited to, agreements with Users, contractors, and subcontractors.

The Operator shall not construct or make any alterations, renovations, major repairs, or other improvements to the Facility without having obtained the Department's prior written approval of the Operator's final plans, specifications, and construction documents associated with such proposed alterations, renovations, major repairs, or improvements. Prior to submitting such documentation for the Department's review, the Operator shall submit preliminary plans and specifications to the Department along with the Operator's detailed estimate of costs and expenditures. The Department shall have the right to approve or deny any proposed alteration, renovation, major repair, or other improvement, including any portion of the final plans, specifications and construction documents associated therewith, at its sole discretion. The Department shall have the right to inspect all construction, renovation, and repairs to ensure compliance with the approved plans and specifications, and to ensure the safety of all Users, licensees, permittees, and any other visitors to the Facility.

If the Operator makes any improvements without the Department's prior review and written approval, then, upon notice to do so, the Operator shall, at its sole expense, remove the improvements or, at the request of the Department, cause the improvements to be changed, adjusted, modified or otherwise altered to the Department's satisfaction. If the Operator fails to comply with such notice within thirty (30) days, or to commence to comply and pursue diligently to completion, the Department may perform the removal or modification of the improvements at the Operator's sole expense.

14.3 **Space for Promotion of Department Programs**

The Department reserves the right, at its sole discretion and at no additional cost to the Department, to use any portion of the Facility, not then being used by the Operator, to support Department programs, including, but not limited to, safety messages, traveler alerts and construction updates, and providing information and/or advertising messages through audio, visual, interactive, electronic and/or digital means ("Displays"). The Department reserves the right to run fiber optic cable within the Facility in support of its Displays and to use the Operator's electricity for power of such displays. If the Operator desires to use any previously unused portion of the Facility that



the Department has since been utilizing in support of its programs as described above, then the Operator must submit a written request to utilize the space to the Department for its review. Such request must detail the Operator's intended use of the space and must be submitted to the Department not less than sixty (60) business days prior to the date that the Operator desires to use the space. The Operator shall not utilize any portion of the Facility that is being used by the Department to support its programs (as described above) without receiving prior written approval from the Department, which may be granted, withheld, and/or conditioned by the Department at its sole discretion.

14.4 **Facility Closure**

Notwithstanding any provision in this Contract to the contrary, the Department shall have the right to close, divert and/or remove the Operator's staff, contractors, subcontractors, Users, licensees, permittees, and visitors away from the Facility or any portion thereof when such action, as determined by the Department, is in the best interest of the health and safety of the Facility and/or the general public or in the event the Governor declares a state of emergency and the Governor or the Secretary of Transportation orders the closure of state owned facilities in the geographic area that includes the Facility. The Operator agrees that it shall not hold the Department liable for any damages or loss of profits caused by such action of the Department, and the Operator shall, and shall require its contractors, subcontractors, licensees, permittees, and Facility Users to waive all claims against the Department resulting from or in connection with the Department's exercise of its rights under this section. The Operator agrees to incorporate the obligations of this paragraph into any agreements it establishes as a result of this Contract, including, but not limited to, agreements with Users, contractors, and subcontractors.

15. ENVIRONMENTAL POLLUTION

Execution of this Contract constitutes a certification by the Operator that the services required herein will be carried out in conformance with all applicable environmental laws and regulations including those related to:

- a. The possession, processing, use, distribution, existence, treatment, storage, disposal, generation, and transportation of hazardous substances and pollutants;
- b. Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
- c. Release of hazardous substances and pollutants;
- d. Protection of wildlife, endangered, and threatened species and species of special concern, water courses and natural resources;
- e. The operation and closure of fuel storage tanks;
- f. Health and safety of employees and other persons with respect to hazardous substances;
- g. Notification, documentation, and record keeping requirements relating to the foregoing; and
- h. The securing of and compliance with any applicable permits.

The Operator will be responsible for any liability in the event of the Operator's non-compliance with applicable environmental laws or regulations, including the securing of any applicable



permits, and for any liability that results from the Operator's (or its contractor's) failure to exercise due care and take reasonable precautions with respect to any hazardous material or substance or pollution existing at the Facility, taking into consideration the characteristics of such hazardous material or substance or pollution, in light of all relevant facts and circumstances, and will reimburse the Department for any loss incurred in connection therewith. The provisions of this section shall survive the expiration or earlier termination of this Contract.

16. TITLE TO IMPROVEMENTS

Unless otherwise provided in this Contract, title to all existing and future improvements to the Facility, including, but not limited to, all buildings, structures, substructures, landscaping, hardscaping, and any other infrastructure and fixtures, components, parts, or items thereof or thereto, shall be and remain vested exclusively in the name of the Department.

17. OPERATION FEES

The Operator shall, no later than the twentieth (20th) day of each calendar month while this Contract remains in effect, tender to the Department payment of the Operation Fee in accordance with Exhibit "B," Method of Compensation, and Exhibit "C," Price Proposal, of this Contract. Any taxes or imposts required by law to be collected by a property owner/landlord shall be paid to the Department concurrently with the Operation Fee, to be collected by the Department and submitted to the Department of Revenue, in lawful money of the United States, without deduction or set-off.

The Operation Fee payment and all tax payments required shall be submitted concurrently with the monthly report described in Section 20 of this Contract.

18. CAPITAL IMPROVEMENTS PLANNING

The Operator, in coordination with the Department, shall develop and maintain within the operations manual a Capital Improvement Plan (CIP) detailing and prioritizing potential projects considered by the Department to be beyond the scope of routine, preventive, and periodic maintenance. This may include, without limitation, major repaving projects, new facility construction, or major modifications to roadways within the Facility. The Department shall have the right, but not the obligation, to fund and construct such projects to advance the mission of the Facility. The CIP shall be updated yearly on a rolling basis and shall include projections for potential improvements to the Facility for the upcoming five years. The CIP shall be submitted to the Department annually on March 1st, and shall include, at a minimum, estimated construction costs, prioritization, proposed implementation scheduling, and a summarized scope of work for all proposed capital improvement projects.

19. REFURBISHMENT TRUST ACCOUNT

The Operator shall establish and maintain, in a national or state banking institution acceptable to the Department, an interest-bearing Refurbishment Trust Account that is independent of all other



accounts of the Operator. The Department shall be the named beneficiary of the Refurbishment Trust Account. The Operator shall, at least thirty (30) calendar days prior to the commencement of Period B, provide the Department with documentation detailing the name and address of the banking institution wherein the Refurbishment Trust Account was established, the date the Refurbishment Trust Account was established, the bank account number and routing number for the Refurbishment Trust Account, the Department's status as the Refurbishment Trust Account's named beneficiary, and any other documentation required by the Department.

Upon the commencement of Period B, the Operator shall deposit monthly (into the Refurbishment Trust Account), within twenty (20) calendar days after the end of each month, an amount equal to five percent (5%) of the Total Gross Revenues received at the Facility during the prior calendar month. The Refurbishment Trust Account shall only be used by the Operator for renovations or improvements to the Facility that are beyond the scope of routine, preventive, and periodic maintenance activities (as determined by the Department in its sole discretion). All renovations or improvements proposed to be funded with the Refurbishment Trust Account shall be prioritized and detailed in the Capital Improvement Plan.

For any proposed renovation or improvement that the Operator seeks to utilize Refurbishment Trust Account funds, the Operator shall submit to the Department for its review a written summary detailing the proposed renovation or improvement, all costs associated with such renovation or improvement, and the estimated timeframe for completion. No Refurbishment Trust Account funds are to be expended by the Operator without the prior written approval of the Department's Executive Director, or his or her designee. No credit against the amount in the Refurbishment Trust account shall be taken by the Operator for expenses of ordinary operations, maintenance, or replacement of expendable items or equipment, including any testing or other specialty equipment.

Should the Operator fail to begin or timely complete any renovation or improvement that is being funded with Refurbishment Trust Account funds, the Department shall have the right (but not the obligation) to complete said renovation or improvement, and such right shall include the right to withdraw funds from the Refurbishment Trust Account up to the estimated total cost of the renovation or improvement as described in the Operator's summary approved by the Department. If the actual costs incurred by the Department for the renovation or improvement exceed the cost estimate, then the Department shall have the right to invoice the Operator for such excess costs. Any amounts invoiced to the Operator pursuant to this section that are not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

In no event will the Operator be entitled to any funds from the Refurbishment Trust Account except as provided above. Any balance of Refurbishment Trust Account funds remaining at the end of this Contract, or the earlier termination thereof, shall be payable to the Department and shall otherwise remit to the Department within thirty (30) calendar days of the expiration or earlier termination of this Contract.

In determining the Operation Fees to be paid to the Department under this Contract, the Operator shall not deduct the amount of any deposit made into the Refurbishment Trust Account from its



Gross Revenues calculation. Additionally, the Operator shall furnish copies of Refurbishment Trust Account bank statements to the Department as part of the monthly reports and the annual financial statement submittals required under in this Contract, and at any other time as requested by the Department.

20. REPORTING REQUIREMENTS

20.1 General

The Department will use reports, periodic inspections, and periodic contact with the Operator to monitor the Operator's performance and compliance with the terms and conditions of this Contract, including, but not limited to, verifying that performance requirements set forth in this Contract have been met, that deliverables have been completed and/or provided, that funds have been accounted for and used appropriately, and that the objectives of this Contract are being achieved by the Operator. It shall be the Operator's responsibility to maintain complete and accurate records of all operation and maintenance activities, revenues and expenses, and all other activities relating to this Contract.

20.2 Monthly Report and Monthly Meetings

The Operator shall submit to the Department no later than the twentieth (20th) day of each calendar month throughout the duration of this Contract, a monthly report detailing all work performed by the Operator, the total Gross Revenue received (broken out by each source of revenue), the percent utilization of each sector, all taxes received and paid, the calculations of the Operation Fee, the Refurbishment Account contributions for the prior calendar month, and any other information requested by the Department. The monthly report shall be submitted concurrently with the Operation Fee payment described in Section 17 of this Contract, and shall otherwise be in the form and include the content and information requested by the Department. The report shall also be signed by an officer or duly appointed designee of the Operator.

The Operator's Program Manager shall facilitate monthly meetings with the Department. The Operator shall provide the meeting minutes for each meeting to the Department within two working days of each meeting, and the Department shall have at least one (1) week to review and provide comments on said minutes.

20.3 Annual Report

The Operator shall supply an annual report, based on the Contract Year, describing all activities relating to the operation and maintenance of the Facility during the previous year. The format and contents of the report must be coordinated with the Department's Program Manager. The annual report shall be submitted to the Department within ninety (90) calendar days of the end of each Contract Year while this Contract remains in effect, and shall otherwise be in the form and include the content and information requested by the Department.

20.4 **Audited Financial Statements**

Within one-hundred and twenty (120) calendar days after the close of each Contract Year, the Operator, at its sole expense, shall submit to the Department audited financial statements for the Operator's operations at the Facility for the most recently-ended Contract Year, prepared in accordance with generally accepted accounting principles ("Audited Financial Statements"). The Audited Financial Statements shall include, but are not limited to, a balance sheet, an income statement, a statement of changes in owner's equity or retained earnings statement, and a statement of cash flows, as well as accompanying Notes to the Financial Statements. The stand-alone Audited Financial Statements provided shall only include the activities of the operations of the Facility. Financial statements of a parent entity in which the operations of the Facility are included are not acceptable. The Audited Financial Statements must be accompanied by supplementary schedules in a format agreed upon by the Department and the Operator reflecting the details of all Gross Revenues and expenditures (labor and expenses), calculated by the Operator for each month of the applicable Contract Year.

The Audited Financial Statements must be accompanied by an independent auditor's report ("Auditor's Report") produced by a certified public accountant ("CPA") from a nationally recognized independent CPA firm that is licensed in the State of Florida. The CPA shall not be an employee or an affiliate of the Operator. The Auditor's Report shall express an opinion on the Audited Financial Statements and the calculation of the Operation Fees for the audit period and shall indicate that the auditor conducted the audit in accordance with auditing standards generally accepted in the United States of America.

Should the Auditor's Report conclude that any Operation Fees or applicable taxes in any Contract Year have been underpaid to the Department, then the Operator shall immediately, upon demand by the Department, submit payment of such underpaid amount(s), together with interest calculated from the date the unpaid amount(s) should have been paid to the date such amount(s) are paid, to the Department. Interest on unpaid Operation Fees shall be at the rate established pursuant to Section 55.03, Florida Statutes, and interest on unpaid taxes shall be at the rate established pursuant to applicable law. If the Auditor's Report indicates that Operation Fees for any month during the report period have been overpaid to the Department, then the amount of overpayment shall be applied against (netted from) the Operation Fees or any other amount due to the Department from the Operator, with any remaining amounts to be refunded to the Operator.

20.5 **Department's Right to Audit Records**

The Operator shall, at all times during the Contract term, maintain at the Facility complete and accurate books and records of all Gross Revenue and expenditures (labor and expenses) from its operations carried out at or in association with the Facility. The Operator's financial reports and financial statements for Facility operations shall be prepared in accordance with generally accepted accounting principles. The Operator shall keep the books, records and accounts of its operations under this Contract separate and apart from all other operations carried out by the Operator. The Operator's books and records shall be maintained in sufficient detail to allow the Department or its representatives to audit the Operator's Gross Revenue and expenditures (labor and expenses)



and all work conducted under the scope of this Contract. The Operator shall account for all revenues of any nature related to or in connection with this Contract in a manner which segregates in detail the Gross Revenues of the Operator and which supports the amounts invoiced and reported to the Department.

21. PERFORMANCE REQUIREMENTS

21.1 General

The Operator shall operate and maintain the Facility in accordance with the high standards of performance identified in this Contract. The Operator's performance will be monitored by the Department, and an evaluation will be conducted semi-annually, based on Attachment 8, Operator Evaluation Form. The Operator will be evaluated based on the Operator's ability to meet technical and operational performance standards for each functional area of work. These areas include:

- a. Management and Staffing
- b. Sales and Marketing
- c. Safety and Security
- d. Operations
- e. Maintenance

The Department will utilize a scorecard to evaluate the Operator's performance that will be based on the 5-point scoring system reflected below. At the Department's discretion, points may be awarded to the nearest ½ of a point.

- 1 = Unacceptable Performance
- 2 = Below Satisfactory Performance
- 3 = Satisfactory Performance
- 4 = Above Satisfactory Performance
- 5 = Outstanding Performance

After each semi-annual evaluation by the Department, the Operator will receive an individual score for each functional area and a composite score equal to the average of all the individual scores. If the Operator receives a composite score of less than 3.50, or any individual score less than 2.50, then the Operator shall develop and provide to the Department a corrective action plan ("Corrective Action Plan") within thirty (30) calendar days of receiving notification of the deficient score(s) from the Department. The Operator shall implement the Corrective Action Plan upon receiving Department approval thereof and otherwise ensure that all deficiencies are cured in accordance therewith.

After each Contract Year, the two semi-annual composite scores received that year will be averaged to form an annual composite score, and the two individual scores received for each functional area that year will be averaged to form annual individual scores. If the Operator receives an annual composite score less than 3.50, or any annual individual score less than 2.50, the



Department shall have the right to terminate this Contract in accordance with the provisions set forth herein.

21.2 **User Satisfaction Surveys**

The Operator shall develop and submit with its Reply a proposed satisfaction survey, based on a 5.0-point scale, which will be used to evaluate User satisfaction or dissatisfaction regarding their experience at the Facility. The content and form of the User satisfaction survey must be approved by the Department prior to use. Any changes to the User satisfaction survey shall be submitted to the Department in writing, and the Operator must obtain the Department's written approval thereof prior to implementation of such changes.

The Operator shall engage an independent third-party company to administer the User satisfaction survey and shall pay all costs associated with such administration and provide all necessary information to the survey company to enable it to survey Users using automated survey tools. The survey company shall provide the capability to maintain and view all survey questions, scores and results in real-time on an online platform, as well as the capability to view and print reports that are configurable for different time periods. The Department and its designees shall have the right to access and use the survey platform at all times throughout the duration of this Contract, and the Operator shall secure, at no cost to the Department, all software and user licenses on behalf of, and in the name of the Department, necessary for such access and use. Should the Operator independently develop the survey platform, such shall be considered a Work Product of the Department as set forth in Section 28 of this Contract.

The Operator shall include the results of the surveys in the monthly report provided to the Department by the Operator. After completion of the first Contract Year of this Contract, the Department shall establish a goal for the Operator for the average User satisfaction survey score, which shall be used by the Department as a performance measure. The Department will re-evaluate and establish new goals after the completion of each Contract Year based on the results from the previous year.

21.3 **Complaints**

If the Operator receives any complaint, verbal or written, regarding or relating to the Operator's performance of any work at or in association with the Facility, then the Operator shall immediately and in good faith attempt to resolve the complaint and provide a written response to the person or entity that submitted the complaint within forty-eight (48) hours of the Operator's receipt thereof. A copy of the complaint, the Operator's written response, and any other documentation or information relating to the complaint, shall be provided to the Department upon request.

21.4 **Non-Performance Payments**

In the event of deficient performance of this Contract, the Operator may, at the discretion of the Department, be required to make Non-Performance Payments. If the deficiency occurs during



Period A, the Department shall be entitled to withhold or offset the amount of the Non-Performance Payment from the next monthly Contract Payment. If the deficiency occurs during Period B, the Department Program Manager will notify the Operator that a deficiency has been identified and a Non-Performance Payment is required. The Operator shall then include the applicable Non-Performance Payment(s) with the payment of the Operator’s next monthly Operation Fee. Should the Operator fail to make such Non-Performance Payment concurrently with the next monthly Operation Fee, such failure shall be considered a material breach of this Contract.

Application of Non-Performance Payments is a non-exclusive remedy and shall not be considered a waiver of any of the Department’s other rights or remedies under this Contract, including but not limited to termination.

The deficiencies identified in the tables below are grounds for the Department to require Non-Performance Payments to be made to the Department, in accordance with the time allowance criteria stated for each deficiency.

Deficiency Identification	Time Allowed/Criteria	Payment
Failure to maintain all Key Staff positions with personnel approved by the Department	Each month greater than 3 months after a Key Staff position becomes vacant	\$10,000 per month per vacant position
Failure to achieve the average User satisfaction survey score goal defined by the Department in a quarter	Beginning with the results from the quarter beginning at least six months after the commencement of Period B	1% of Gross Revenue received during any deficient quarter 2% of Gross Revenue received during a second consecutive deficient quarter 4% of Gross Revenue received during a third and any additional consecutive deficient quarters
Failure to meet the minimum score established in the inspections program	Monthly throughout the duration of the Contract	<u>During Period A:</u> \$5,000 per month <u>During Period B:</u> 1% of Gross Revenues received during any deficient month 2% of Gross Revenues received during a second consecutive deficient month

		4% of Gross Revenues received during a third and any additional consecutive deficient months
Late payment of Operation Fee or any other payment due to the Department	On or before the 20 th calendar day of each month	\$1,000 per calendar day past the due date
Failure to submit the annual Audited Financial Statements or the annual update of the Staffing Plan, Safety Plan, Security Plan, Emergency Management Plan, Preventative Maintenance Plan, Sales and Marketing Plan, or Capital Improvements Plan	Each calendar day past the applicable due date for each Plan	\$100 per calendar day per requested document
Failure to update and re-submit the Staffing Plan, Safety Plan, Security Plan, Emergency Management Plan, Preventative Maintenance Plan, Sales and Marketing Plan, or Capital Improvements Plan upon request by the Department for modification	Each calendar day past 30 calendar days after the Department's request	\$100 per calendar day per requested document

22. SUBCONTRACTING AND ASSIGNMENT

The Operator shall not subcontract, assign or transfer any work under this Contract without prior written consent from the Department. The Operator acknowledges that its business skills and philosophy were an important inducement to the Department for entering into this Contract. The subcontracting, assignment, or transfer of any work under this Contract, even with the Department's consent, shall not relieve the Operator of its obligations and liabilities under this Contract. The Operator shall continue to be liable as a principal and not as a guarantor or surety, to the same extent as though no subcontract, assignment or transfer had been made or occurred, and as though all conduct of the subcontractor, assignee, transferee, or such other person was the Operator's conduct. All subcontractors shall be licensed, certified and/or otherwise qualified, in accordance with applicable laws, rules, and/or regulations, in the work they intend to perform hereunder, and shall comply with all equipment and materials requirements when performing such work, pursuant to the terms of this Contract.

Neither this Contract nor any interest therein or right granted thereby shall be assignable or transferable in proceedings in attachment, garnishment or execution against the Operator, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the Operator or by any process of law, and possession of the whole or any part of the



Facility shall not be divested from the Operator in such proceedings or by any process of law, without the prior written consent of the Department.

23. INSURANCE

23.1 General

The Operator shall, at its sole expense, obtain and maintain in full force and effect at all times throughout the duration of this Contract, the following insurance in such form as is satisfactory to the Department:

- a. Commercial general liability insurance covering against loss or liability for injury and/or death of any person(s), and for damage and/or destruction of any property occasioned by or arising out of the Operator's use, occupancy, operation, or maintenance of the Facility, in an amount of not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence. Such coverage shall include advertising liability, damage by fire and lightning, personal injury, ongoing operations, and products-completed operations coverages. Products-completed operations liability insurance shall extend to the service and sale of food and beverages, petroleum products, and any other items sold or served. Such products liability insurance shall be effective regardless of whether the product to which any claims may relate shall have been taken or consumed at the Facility and regardless of the time of any accident or injury claimed to have been caused by such product or any such consumption.

This policy shall be endorsed to add the Department as additional insured, and include a waiver of subrogation in favor of the Department.

In addition to the primary coverage listed above, the Operator shall keep and maintain an umbrella or excess liability policy of not less than TEN MILLION DOLLARS 00/100 (\$10,000,000.00) per occurrence and subject to the same aggregate over the automobile liability, employer's liability, and commercial general liability coverage.

- b. Automobile liability insurance, with limits not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence for bodily injury, death, and property damage, including owned, non-owned, and hired automobile liability coverage. This policy shall be endorsed to add the Department as an additional insured, and include a waiver of subrogation in favor of the Department.
- c. Workers' compensation insurance in the amount required by Florida's Workers' Compensation law and employer's liability coverage of ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence, covering all persons employed by the Operator in connection with the Operator's operations. This policy shall be endorsed with a waiver of subrogation in favor of the Department.

- d. Professional liability insurance affording liability coverage for the professional services to be rendered in accordance with this Contract in a minimum amount of THREE MILLION DOLLARS AND 00/100 (\$3,000,000.00). This insurance shall provide coverage for intellectual property infringement liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. The Operator shall maintain professional liability coverage at all times throughout the duration of this Contract, with tail coverage for a minimum of three (3) years after end of this Contract.
- e. Technology errors and omissions liability insurance (or technology professional liability coverage) covering against liability for all professional products and services performed, including liabilities arising from acts, errors or omissions in rendering computer or information technology services including (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output; with a limit not less than THREE MILLION DOLLARS AND 00/100 (\$3,000,000.00) per occurrence. This insurance shall provide coverage for software copyright and patent liability, contractual liability, and liability for loss of revenues and business interruption.
- f. Cyber liability insurance covering against liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code; (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; (4) denial of service for which the Insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; (5) loss of service for which the Insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities; (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner; with a limit not less than FIVE MILLION DOLLARS AND 00/100 (\$5,000,000.00) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish).
- g. Pollution liability insurance covering against loss or liability for bodily injury and/or death of any person(s), and for damage and/or destruction of any property occasioned by or arising from the Operator's use, occupancy, operation, or maintenance of the Facility, in

an amount of not less than FIVE MILLION DOLLARS AND 00/100 (\$5,000,000.00) per occurrence. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos) into or upon the land, the atmosphere or any water course or body of water, whether intentional or otherwise. Coverage shall include clean-up costs, the Operator's ongoing operations, and completed operations. The Operator shall maintain pollution liability coverage at all times throughout the duration of this Contract, and if written on a claims-made basis, such coverage shall include tail coverage for a minimum of three (3) years after end of this Contract.

- h. Builder's risk insurance during construction of Facility improvements with coverage in an amount not less than 100% of the replacement cost of any improvement constructed by or on behalf of the Operator at the Facility.

Providing and maintaining each insurance coverage above are each a material obligation of the Operator. The limits of coverage under each policy maintained by the Operator shall not be interpreted as limiting the Operator's liability and obligations under this Contract, including the indemnifications set forth in Section 24 of this Contract. The Department shall be named as an additional insured on all such insurance described hereinabove, except for workers' compensation insurance. Coverage afforded to the Department as an additional insured shall be primary to, and will not be excess to or contributory with, any self-insurance or insurance policies carried by the Department, and shall not be more restrictive than the coverage afforded to the named insured. All insurance policies required under this Contract shall be issued by companies licensed to do business in the State of Florida with a minimum financial rating of "A-" or better and a Financial Size Category of "Class VI" or higher according to the most current edition of "Best's Key Rating Guide" for insurance companies.

The Operator shall, prior to commencing any work under this Contract, and thereafter before the expiration of each policy, furnish to the Department true and correct certificates of insurance, using the appropriate ACORD form of certificate or its equivalent, evidencing the coverages required under this subsection to be in effect, with a copy of each policy (including each endorsement naming the Department as an additional insured), if requested by the Department. Such certificates shall provide that should any policies described therein be cancelled before the expiration date thereof, notice will be delivered to the certificate holder by the insurer in accordance with the policy provisions regarding same. Further, the Operator agrees that the insurance coverage required hereunder shall not be terminated or modified in any material way without thirty (30) days advance written notice from the Operator to the Department. Failure by the Department to request copies of certificates, policies and/or endorsements, or to identify deficiencies in coverage from evidence provided, shall not be construed as a waiver of the Operator's obligation to maintain the requisite insurance coverage.

The Department reserves the right to review all insurance coverage and amounts of insurance coverage at any time and to require the Operator to adjust the insurance coverage and amounts of insurance coverage based on industry standards for contracts of this size and type. The Operator



shall timely pay all premiums and deductibles when due for all insurance coverage required herein. No insurance policy described herein may contain or be subject to a Retention or a Self-Insured Retention. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein.

In the event the Operator fails to procure insurance required under this subsection, or fails to maintain the same in full force and effect continuously throughout the duration of this Contract and any renewal thereof, then the Operator shall be deemed to be in default of this Contract, and the Department shall have the right to require the Operator to immediately discontinue any or all operations at the Facility until the Operator has provided the Department with evidence (satisfactory to the Department) that the required insurance has been obtained and the other obligations of the Operator under this section have been met. The Operator agrees that it shall not hold the Department liable for any damages or loss of profits or otherwise that might result because of such action by the Department.

The Operator shall further propose any additional commercial insurance policies of such a type and with such terms and monetary limits which fully protect the Department from any and all risk of loss, damages, costs, claims, demands, suits, judgments, fines, penalties, and attorneys' fees that may result from Operator's performance of this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Operator. The limits of coverage under each policy maintained by the Operator shall not be interpreted as limiting the Operator's liability and obligations under this Contract, including the indemnifications set forth in Section 24 of this Contract.

The Operator shall not commence any work under this Contract until (a) the Operator certifies that its proposed commercial insurance policies adequately protect the Department, (b) the Department has reviewed and approved of such proposed commercial insurance policies, and (c) the Operator has obtained the approved commercial insurance policies and a certificate of insurance for all coverages required herein has been received and approved by the Department.

23.2 User Insurance Requirements

The Operator shall require that any Users of the Facility obtain and maintain, and furnish evidence of, the following insurance policies, including, but not limited to those policies provided in Section 23 of this Contract, as well as any federal and state insurance requirements applicable to autonomous vehicles, which shall fully protect the Department from any and all risk of loss, damages, costs, claims, demands, suits, judgments, fines, penalties, and attorneys' fees that may result from the User's use of the Facility. All insurance policies required herein shall be issued by companies licensed to do business in the State of Florida. The Department shall be named as an additional insured on all coverage required herein, and the coverage afforded to the Department as an additional insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the named insured.

- a. Commercial general liability insurance, including blanket contractual coverage, for bodily injury and/or death of any person(s), and for damage and/or destruction of any property, in an amount of not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence and not less than FIVE MILLION DOLLARS 00/100 (\$5,000,000.00) annual general aggregate, inclusive of amounts provided by an umbrella or excess liability policy. This policy shall be endorsed to add the Department as an additional insured, and include a waiver of subrogation in favor of the Department.
- b. Automobile liability insurance covering all owned, non-owned, and hired vehicles, with limits not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence. This policy shall be endorsed with a waiver of subrogation in favor of the Department.
- c. Workers' compensation insurance in the amount required by Florida's Workers' Compensation law and employer's liability coverage of ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence, covering all persons employed by the User in connection with the User's operations. This policy shall be endorsed to add the Department as an additional insured, and include a waiver of subrogation in favor of the Department.
- d. Technology errors and omissions liability insurance (or technology professional liability coverage) covering against liability for all professional products and services performed, including liabilities arising from acts, errors or omissions in rendering computer or information technology services including (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output; with a limit not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence. This insurance shall provide coverage for software copyright or patent liability, contractual liability, and liability for loss of revenues and business interruption.
- e. Cyber liability insurance covering against liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code; (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; (4) denial of service for which the Insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; (5) loss of service for which the

Insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities; (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner; with a limit not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish).

- f. If the User is bringing hazardous materials to the Facility, pollution liability insurance in an amount of not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence for bodily injury and/or death of any person(s), and for damage and/or destruction of any property, arising from the User's use of hazardous materials at the Facility. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos) into or upon the land, the atmosphere or any water course or body of water, whether intentional or otherwise. Coverage shall include clean-up costs. Such pollution liability coverage shall be maintained at all times throughout the duration of the User's use of the Facility.

Ensuring that each User maintains each insurance coverage above are each a material obligation of the Operator. The limits of coverage under each policy maintained by a User shall neither be interpreted as limiting the User's liability and obligations under its agreement with the Operator's, nor shall it be construed as limiting the indemnifications set forth in Section 24 of this Contract. The Department shall be named as an additional insured on all such insurance described hereinabove, except for workers' compensation insurance. Coverage afforded to the Department as an additional insured shall be primary to, and will not be excess to or contributory with, any self-insurance or insurance policies carried by the Department, and shall not be more restrictive than the coverage afforded to the named insured. All insurance policies required under this Contract shall be issued by companies licensed to do business in the State of Florida with a minimum financial rating of "A-" or better and a Financial Size Category of "Class VI" or higher according to the most current edition of "Best's Key Rating Guide" for insurance companies.

Each User shall be required by the Operator to furnish, and each User must submit to the Operator, true and correct certificates of insurance, using the appropriate ACORD form of certificate or its equivalent, evidencing the coverages required under this subsection to be in effect, with a copy of each endorsement naming the Department as an additional insured, prior to engaging in any use of the Facility. The Operator shall make such records available for inspection upon request by the Department. Failure by the Department to request or inspect copies of certificates and/or endorsements, or to identify deficiencies in coverage from evidence provided, shall not be construed as a waiver of the Operator's obligation to ensure that each User maintains the requisite insurance coverage. No insurance policy described herein may contain or be subject to a Retention or a Self-Insured Retention. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein.



The Operator shall further propose any additional commercial insurance policies of such a type and with such terms and monetary limits which fully protect the Department from any and all risk of loss, damages, costs, claims, demands, suits, judgments, fines, penalties, and attorneys' fees that may result from the User's use of the Facility. Section 23.2 of this Contract provides a non-exclusive list of the minimum required commercial insurance policies the Department expects the Operator to require the User to acquire. Providing and maintaining adequate insurance coverage from the User is a material obligation of the Operator. The limits of coverage under each policy maintained by the User shall not be interpreted as limiting the User's liability.

The Operator shall not commence any User's test plan at the Facility until (a) the Operator certifies that the User's commercial insurance policies adequately protect the Department, (b) the Department has reviewed and approved of such proposed commercial insurance policies, and (c) the User has obtained the approved commercial insurance policies and a certificate of insurance for all coverages required herein has been received and approved by the Department.

24. INDEMNIFICATION

24.1 Third Party Claims

Subject to the terms and conditions of this section, the Operator shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, and employees from any and all third-party claims resulting in actual losses, damages, costs, claims, demands, suits, judgments, fines, penalties, and reasonable attorneys' fees (including appellate and regulatory attorneys' fees) of any kind or nature, to the extent arising directly out of any act, error, omission, or negligence by or through the Operator or its employees, agents, contractors, subcontractors, or Users made in connection with the Operator's use of the Facility, or any part thereof, for the Operator's performance, operation, or maintenance of the Facility (a "Claim" and collectively "Claims"); provided, however, that the Operator will not be liable under this subsection 24.1 for any Claim to the extent arising solely out of any act, error, omission, or negligence by the Department, or any of the Department's officers, agents, employees, or contractors. The Operator's above obligation shall be triggered by the Department's written notice and tender of a Claim for defense and indemnification to the Operator that is covered by this subsection 24.1. For claims covered by this subsection, the Operator shall provide counsel reasonably acceptable to the Department and pay all reasonable attorneys' fees and other litigation costs incurred to fulfill the Operator's defense and indemnification obligations under this subsection 24.1. Within thirty (30) days after receiving written notice of a Claim covered by this subsection 24.1, the Operator shall send written notice to the Department setting forth a statement of known facts pertaining thereto. The Operator shall promptly send the Department a copy of any summons, suit, or subpoena served upon or received by the Operator or any of its agents, employees, or representatives, which asserts a claim or cause of action based upon any act, error, omission, or negligence of the Operator or its employees, agents, contractors, or subcontractors in connection with the Operator's use of the Facility, or any part thereof, for the Operator's performance, operation, or maintenance of the Facility. If the Department receives notice of a Claim for damages that may have arisen as a result of an act, error, omission, or negligence of the Operator or its employees, agents, contractors, or subcontractors,

the Department will promptly forward the Claim to the Operator. The Department's failure to promptly notify the Operator of a Claim will not act as or constitute a waiver of any rights of the Department under this Contract. Notwithstanding the foregoing, or anything to the contrary in this Contract, in no event shall the requirements of this subsection 24.1 be construed to provide an independent legal basis to hold the Operator or the Department liable to any other person or entity for any damages, whether direct, indirect, punitive, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) and whether arising in contract, tort or otherwise. Nothing in this subsection 24.1 shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and the laws of the State of Florida.

24.2 **Damage to Facility**

The Operator shall indemnify and hold harmless the Department from any other actual losses or damages of any kind or nature to the Facility and all buildings, structures, substructures, landscaping, hardscaping, and any other infrastructure, fixtures, improvements, and components, parts, or items thereof or thereto, to the extent arising directly out of any act, error, omission, or negligence by or through the Operator or its employees, agents, contractors, or subcontractors, made in connection with the Operator's use of the Facility, or any part thereof, for the Operator's performance, operation, or maintenance of the Facility; provided, however, that the Operator will not be liable for any losses or damages to the extent arising out of any act, error, omission, or negligence by the Department, or any of the Department's officers, agents, employees, or contractors.

24.3 **User Indemnification**

Subject to the terms and conditions of subsection 24.1, the Operator shall cause any User of the Facility to indemnify, defend, save and hold harmless the Department and all of its officers, agents and employees, from any and all third-party claims resulting in actual losses, damages, costs, claims, demands, suits, judgments, fines, penalties, and reasonable attorneys' fees (including appellate and regulatory attorneys' fees) of any kind or nature, to the extent arising directly out of any act, error, omission, or negligence by or through the Operator or User, or Operator's or User's employees, agents, contractors, or subcontractors made in connection with the Operator's or User's use of the Facility, or any part thereof, including damages under subsection 24.2 (a "Claim" and collectively "Claims") under the same terms and conditions provided for under Section 24.1; provided, however, that the User will not be liable under this subsection 24.2 or 24.3 for any Claim to the extent arising solely out of any act, error, omission, or negligence by the Department, or any of the Department's officers, agents, employees, or contractors.

24.4 **Survival**

This Section 24 shall remain in full force and effect in accordance with its terms and shall not be terminated by breach (fundamental, negligent or otherwise) by any party of its representations,



warranties, or covenants hereunder or by the expiration, termination, or rescission of this Contract by any party.

25. DEFAULT AND TERMINATION

25.1 Default of Operator

The occurrence of any one or more of the following events shall constitute a default of this Contract by the Operator:

- a. The Operator fails to submit acceptable deliverables to the Department on a timely basis.
- b. The Operator fails or refuses, except in cases for which an extension of time is provided by the Department, to supply enough qualified workers or proper materials to perform the services as required under this Contract.
- c. The Operator (1) makes application for, consents to, or suffers the appointment of a receiver, trustee, or liquidator of its assets; (2) has assigned proceeds received from this Contract for the benefit of creditors; (3) admitted in writing its inability to pay its debts or its willingness to be adjudged bankrupt; (4) become unable to pay its debts as they mature; (5) been adjudged bankrupt; or (6) filed a voluntary petition or is the subject of an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless, in the case of an involuntary petition, the same is dismissed within ninety (90) calendar days of such filing).
- d. The Operator fails to maintain insurance policies and coverages or fails to provide proof of insurance or copies of insurance policies, as required by this Contract.
- e. Any warranty, representation, certification, financial statement or other information made or furnished to induce the Department to enter into this Contract or made or furnished at any time during the term of this Contract by the Operator, proves to have been false or misleading when made.
- f. Any violation by the Operator of applicable laws, rules, or regulations.
- g. The Operator fails to obtain the approval of the Department where required by this Contract.
- h. The Operator's audited financial statements or those of its parent company submitted to the Department do not fairly represent the Operator or its parent's true financial position.
- i. The Operator has failed in the representation of any warranties stated in this Contract.
- j. The Operator makes a statement to any representative of the Department indicating that the Operator cannot or will not perform any one or more of its obligations under this Contract.
- k. The suspension or revocation of any license, permit, or registration necessary for the performance of the Operator's obligations under this Contract.
- l. The Operator fails to make payment of any amounts due by the Operator to the Department under the terms of this Contract.



- m. Any other event described in a provision of this Contract as constituting a default.

Any default of the Operator under this Contract shall be deemed a material breach of this Contract. Any specific provision of this Contract stating that the Department has the right to terminate this Contract upon the occurrence or non-occurrence of a specified event creates a remedy that is available to the Department in addition to its termination rights for the enumerated events of default set forth above, and shall not in any manner limit any other remedy or action available to the Department, whether pursuant to the terms of this Contract or otherwise available at law or in equity.

25.2 Remedies Upon Operator's Default

Upon the occurrence of any default, and at any time thereafter during the continuation of such default, the Department may exercise any of the following remedies, or such other remedies as may be available to the Department at law or in equity:

- a. The Department may notify the Operator that a default has occurred and provide the Operator a specified period of time (as determined by the Department) within which to correct the default, otherwise, this Contract will be terminated at the end of such time.
- b. Perform or cause to be performed for the account of the Operator, any covenant of which the Operator is in default. or make any payment for which the Operator is in default. The Operator shall pay to the Department upon demand any amount paid or incurred by the Department in the performance of such covenant. Any amounts which have been paid or incurred by reason of failure of the Operator to comply with any covenant or provision of this Contract, including reasonable attorney's fees incurred in connection with prosecution or defense of any proceedings instituted by reason of default of the Operator, shall be secured by the Performance Bond required under this Contract.
- c. Take any action at law or in equity to enforce performance and observance of any obligation, agreement or covenant of the Operator under this Contract.

In addition to the foregoing, if a default occurs, or the Operator threatens to commit a default, the Department shall have the right and remedy, without posting bond or other security, to have the provisions of this Contract specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such default will cause irreparable injury to the Department and that money damages will not always provide an adequate remedy therefor.

The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by the Department shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Department may have by law or equity.

26. SUCCESSION AND TRANSITION



The Operator shall, in the event a successor operator or temporary operator assumes or is to assume responsibility for the operation of the Facility before the expiration date of this Contract, or upon the earlier termination of this Contract for any reason, cooperate with the Department and the Department's selected successor operator or temporary operator to achieve an orderly transition without interruption of service at the Facility. This cooperation shall include granting the succeeding operator reasonable access to the Facility to install equipment and make all other changes necessary for the transition of operations; making all operational records, documents, data, systems, Scheduling Platform, software, and facilities required to maintain day-to-day operations at the Facility available before the date of such expiration or termination; making available appropriate staff to facilitate transition and succession; making all necessary provisions for the transfer of any agreements, licenses, or permits executed in connection with this Contract, including any agreements with Users for use of the Facility; and making all necessary provisions for the transfer of all keys, security codes, and other Facility access information or devices.

In the event this Contract is terminated prior to its expiration date, the Operator agrees to offer for sale to the succeeding operator or temporary operator or the Department any existing equipment owned by the Operator which the succeeding operator or temporary operator or the Department may elect to acquire for its operation, exclusive of trademark or proprietary items. The sale price of any equipment to be sold by the Operator to the successor operator or temporary operator or the Department shall not exceed the greater of 1) fair market value, or 2) the actual installed cost less reasonable depreciation. Upon expiration of this Contract, all equipment and materials provided by the Operator pursuant to this Contract, except such equipment that is trademark, is a proprietary item, or is an item title to which the Operator identifies in its Bill of Materials as remaining vested with the Operator, shall become the property of the Department. In the event the Department takes possession of the Facility pursuant to the provisions of this Contract, or if there is early termination of this Contract for whatever reason, the Operator shall provide, and the Department's successor operator or temporary operator shall have the use of, any Point of Sale ("POS") or other equipment at no charge until a successor operator or temporary operator has assumed operation of the Facility and has purchased and installed POS and other equipment; but in no event will this use by the Department exceed six months.

27. REPRESENTATIONS

The Operator warrants, represents and covenants that:

- a. The Operator is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the State of Florida.
- b. The Operator has full power and authority to enter into this Contract and to comply with the provisions of this Contract.
- c. This Contract has been duly authorized, executed and delivered by the Operator and constitutes a valid and legally binding obligation of the Operator, enforceable against the Operator in accordance with the terms hereof

- d. No consent is required to be obtained by the Operator from, and no notice or filing is required to be given by the Operator to or made by the Operator with, any person (including any Governmental Authority) in connection with the execution, delivery and performance by the Operator of this Contract. The foregoing does not apply to the necessary licenses, permits, and other approvals to be applied for by the Operator in connection with the Facility.
- e. The Operator currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in material default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Contract, in any material respect.
- f. There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Operator 's knowledge, threatened, which seeks to restrain or enjoin the Operator from entering into or complying with this Contract.
- g. That the execution, delivery, and performance of this Contract will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any indenture, bank loan, credit agreement, or other agreement or contract of any kind or nature to which the Operator is a party or by which the Operator may be bound.

28. INTELLECTUAL PROPERTY

All work products prepared or obtained by the Operator under this Contract shall remain the sole intellectual property of the Department, and nothing in this Contract shall be construed to provide any claim of ownership to the Operator. The Operator acknowledges that as part of this Contract, the Department and the Operator may develop new intellectual property and/or improve existing Department intellectual property. Ownership of all such new intellectual property and all associated intellectual property rights, including, without limitation, patents, copyrights, trade secrets, trademarks, inventions and know-how, shall automatically vest in and remain the exclusive property of the Department. The Operator agrees that all intellectual property conceived or first reduced to practice by Department, alone or with others, in performance of the Department's obligations and services hereunder (collectively the "Work Products") are the property of the Department. The Operator will, during the term of this Contract and thereafter, execute all papers and do all things deemed reasonably necessary and take other necessary actions as reasonably directed by the Department to effect the foregoing or to protect, perfect or enforce any proprietary rights resulting from or related to this Contract to insure that the Department obtains full right, title and interest in and to such Work Products. The Department hereby grants the Operator a non-exclusive and non-transferable right to access and use, but not to modify, the Work Products during the term of this Contract and solely in connection with its licensed access to and use of the Work Products hereunder. All written, graphic or recorded materials generated by the Department in connection with this Contract are owned by the Department and must be delivered to the Department or otherwise disposed of by the Operator only as directed by the Department. Upon termination of this Contract, the Operator must provide the Department with all copies of such



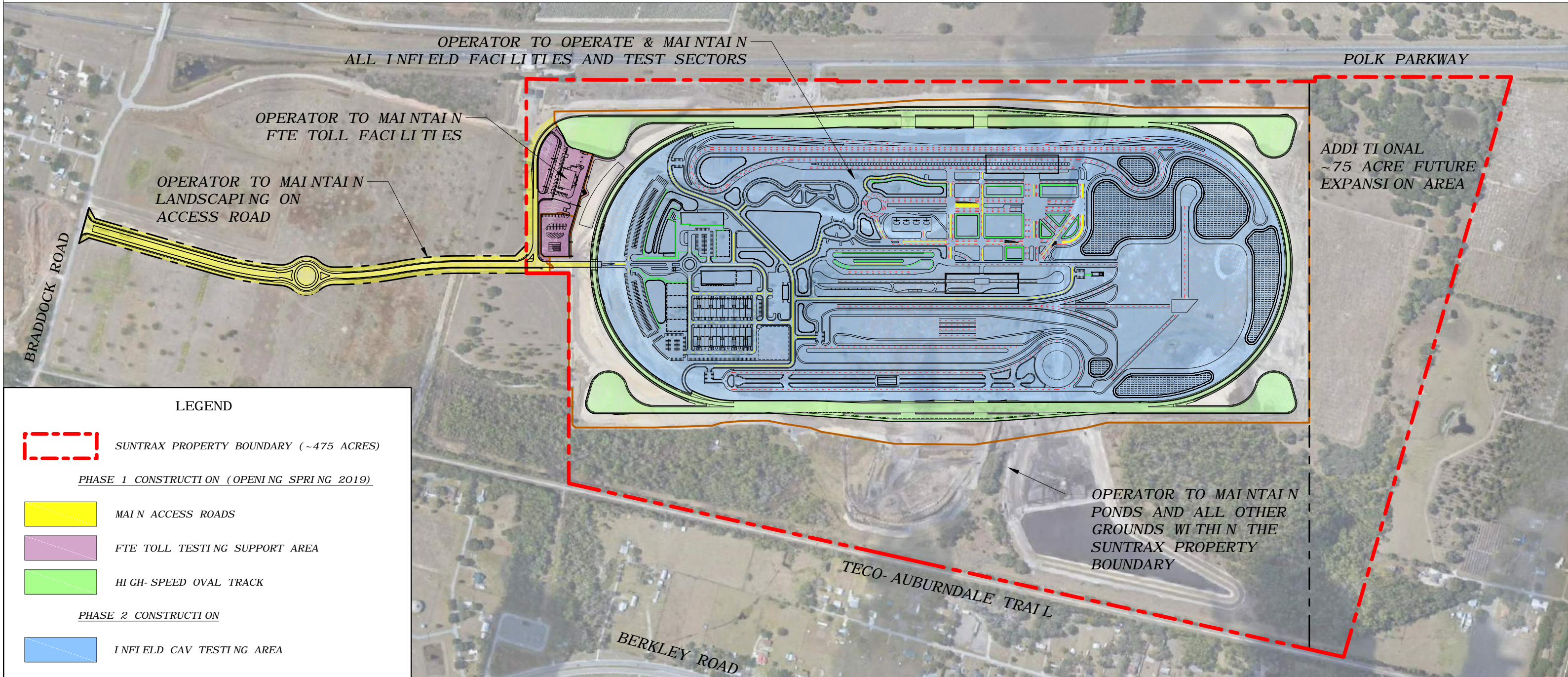
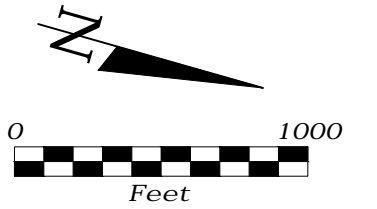
material. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom, shall be the sole exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department, or its designee, at any time during the performance of such services and/or upon completion or termination of this Contract.

As it relates to the Department and the Department's Work Products, the Operator agrees to comply with and effectuate the purposes of Florida Statutes Sections 334.049 and 688.02, as well as the public records laws of Florida, including Section 119.07(1).

29. FURTHER ASSURANCES

The Operator agrees to perform such further acts and execute and deliver any documents as may be reasonably required by any provision of this Contract.

Attachment 1



LEGEND

SUNTRAX PROPERTY BOUNDARY (~475 ACRES)

PHASE 1 CONSTRUCTION (OPENING SPRING 2019)

MAIN ACCESS ROADS

FTE TOLL TESTING SUPPORT AREA

HIGH-SPEED OVAL TRACK

PHASE 2 CONSTRUCTION

INFIELD CAV TESTING AREA

SUNTRAX SITE PLAN



Attachment 2

SunTrax Phase 2 Construction Plans

Complete form D-9 in Exhibit D to
obtain this attachment



Attachment 3 SunTrax CAV Test Facility Concept Design Report

Complete form D-9 in Exhibit D to
obtain this attachment



Attachment 4 Entry Road Aesthetics Plans

Complete form D-9 in Exhibit D to
obtain this attachment



Attachment 5

SunTrax Phase 1 Construction Plans

Complete form D-9 in Exhibit D to
obtain this attachment

ATTACHMENT 6 – GREEN CLEANING POLICY
Suntrax CAV Test Facility
LEED v4 for all Buildings: Operations and Maintenance

SCOPE

This policy applies to all cleaning procedures, cleaning material purchases, cleaning equipment purchases, and cleaning services that occur inside and on the building site and grounds for Suntrax CAV Test Facility in Auburndale, Florida. Specifically, this policy covers the following:

Cleaning strategies for:

- Hard floor and carpet cleaning and maintenance
- Protection of vulnerable occupants during cleaning
- Disinfectant and sanitizer selection and use
- Safe storage and handlings of cleaning chemicals, including spill management

Performance metrics and strategy development:

- Reductions in water use, energy use, and chemical toxicity
- Green cleaning products purchasing
- Green cleaning equipment purchasing

Staffing and training plans:

- Staffing requirements and contingency for staffing shortages
- Timing and frequency of staff training

PERFORMANCE MEASURES

This policy will be fully implemented by the Operator for the term of the Agreement.

<u>Category</u>	<u>Goal</u>	<u>Performance measurement unit</u>
Cleaning products and materials purchases	85% meet sustainability criteria	Cost
Cleaning equipment purchases	100% meet sustainability criteria	Number of equipment items
Cleaning equipment inventory	40% of equipment in the project inventory will meet the applicable sustainability criteria	Number of equipment items in the overall inventory for the project
Toxic chemical usage (applies to all cleaning chemicals, including those not addressed by EQC Green Cleaning – Products and Materials)	Toxic chemicals will only be used in situations where products meeting the requirements of EQ Credit Green Cleaning – Products and Materials are unable to sufficiently clean the area, the area cannot be replaced (such as a floor tile), and represents a hazard to human health	Number of uses

ROLES AND RESPONSIBILITIES

The Operator is responsible for ensuring that this policy is executed and that any contracted cleaning vendors under management's control are aware of and fully trained on the procedures outlined in this policy. Further, the Operator is responsible for sharing this policy with the building tenant representatives and their adoption of the policy accordingly. The Operator is responsible for reviewing this policy for any significant changes on the interval specified in the quality assurance section. If at any time updates are required to this policy, the Operator will ensure that the appropriate individuals are informed of the updates.

PROCEDURES/STRATEGIES FOR IMPLEMENTATION

Hard floor and carpet cleaning and maintenance

- Hard floors, including tile, concrete, and wood surfaces, will be cleaned once a week with only sustainable cleaning products. No stripping or coatings will be applied to hard floor surfaces.
- Carpets will be vacuumed daily with vacuum cleaners that meet the sustainability criteria listed later in this policy.
- One per month, the carpets will be inspected for stains and other damages. If feasible, the necessary areas will be spot cleaned with sustainable carpet cleaning materials. If damaged, the carpet tiles will be replaced.
- When carpet extraction equipment must be used, methods to reduce chemical usage will be implemented.

Protection of vulnerable occupants during cleaning

- Vulnerable occupants include women who are pregnant, children, elderly occupants, and individuals with asthma, allergies, or other sensitivities.
- As much as possible, only sustainable cleaning products will be used. Please refer to the goals and tracking sections of this policy for additional information.
- Any cleaning that involves the use of carpet cleaners, or if at any point the use of a non-sustainable cleaning product is required, this cleaning will be performed after regular business hours.

Disinfectant and sanitizer selection and use

- Only hand soaps and hand sanitizers that meet the at least one of the sustainability criteria listed under the purchasing guidelines will be considered to meet the requirements of this policy.
- Hand sanitizers will be placed throughout the building for the use of occupants
- Only disinfectants meeting the purchasing sustainability criteria listed below will be considered to meet the requirements of this policy. Disinfectants will be kept locked in the janitorial closets and may only be used by the cleaning staff.
- Cleaning staff will be required to follow all dilution strategies for disinfectants.

Safe storage and handlings of cleaning chemicals, including spill management

- Cleaning chemicals will be stored in the janitor closets to prevent access for other occupants.

- Cleaning staff will receive training on the various hazards of different toxic chemicals and how to address spills.
- Spills will be cleaned and handled according to the manufacturer safety data sheets provided by the manufacturer.
- All spills will be handled carefully. As soon a spill of a non-sustainable product occurs, the responsible party must be notified. If the spill occurs in an area to which typical building occupants have access, the area will be roped off and building occupants will be informed to stay clear of the area.
- Material safety data sheets for all of the cleaning chemicals used in the building will be retained and hazard information will be highlighted. This information will be clearly displayed in all janitor closets.

Strategies for reducing the toxicity of the chemicals used for laundry, ware washing, and other cleaning activities

- Cleaning staff and building occupants will be supplied with safe cleaning chemicals that meet the sustainability criteria described in the purchasing guidelines listed below.
- Dish soaps and laundry detergent meeting EPA Safer Choice Standard will be supplied for ware washing and laundry.
- For surface cleaning, ionized water cleaning devices (using only water) will be used as much as possible.

Strategies for conserving energy, water, and chemicals used for cleaning

- Manual-powered equipment and cleaning strategies will be used whenever possible to reduce the energy and water used by powered equipment and typical cleaning strategies.
- Cold water will be used for any necessary disposal to reduce energy used to heat hot water.
- The filters in vacuums and other applicable equipment will be changed frequently to enable air flow and reduce the energy consumption of the equipment.
- When cleaning chemicals are necessary, the operating procedures for chemical dilution will be followed to ensure that the minimum amount of cleaning chemicals necessary is used.

Strategies for promoting hand hygiene

- All restrooms will be equipped with hands-free soap dispensers, faucets, hand dryers, and towel dispensers.
- Hand sanitizers meeting UL EcoLogo 2783 standard for Instant Hand Antiseptics (formerly Environmental Choice CCD 170) will be placed throughout the building.

Tracking plan for staffing and overall performance

- Regular APPA audits will be conducted to evaluate cleanliness. As a part of the audits, the auditors will interview cleaning staff to ensure that the cleaning and hard floor and carpet maintenance system is being consistently used.
- The audits will be conducted once every sixth months and will be led by the Operator. The Operator is responsible for recording the results of the audits in the management records, following up with any cleaning staff to provide additional training and/or guidance and recording these actions.

- All cleaning staff are required to check in each day when they arrive at work. The Operator will retain these records to ensure that the building is sufficiently staffed with trained professionals.
- The Operator will log all training that is provided to the cleaning staff and will ensure that the training plans described above are met.
- When new staff come on board, the Operator will record the initial training and orientation provided to the staff.

Tracking plan for water, energy, and toxic chemical usage

- Every time a toxic chemical is used, it must be reported to the Operator. The Operator will record which chemical was used, where it was applied, and the reason for its use. This information will be used to track against the goal for using toxic chemicals only when strictly necessary.
- All vacuum filters will be replaced on a regular basis. The Operator will record maintenance performed on all cleaning equipment, including filter replacement, to ensure that they are regularly replaced to reduce energy usage.

Tracking plan for cleaning product and cleaning equipment purchases

- All cleaning product and cleaning equipment purchases, made by either by the cleaning vendor for use in the building or made by the building management, will be recorded in the purchasing log.
- On a quarterly basis, the Operator will review all purchases and compare against the policy goals. If the policy goals are not being met, the Operator will take corrective action, typically in the form of providing education to the individuals in charge of procurement on the goals and sustainability criteria outlined in this policy.

Staffing and training plans

- To sufficiently clean the building requires at least one hour of cleaning per day for each 5,000 square feet. As this Facility contains approximately 100,000 square feet of office space, it requires approximately 20 hours of cleaning time per day. An appropriately sized cleaning staff shall be retained by the Operator to meet the cleaning needs of this Facility.
- In the event of staffing shortages the Operator shall maintain a contact with a backup cleaning vendor who can supply additional staff.
- Requirements for maintenance personnel:
 - o All cleaning staff, including backup personnel, are required to receive at least 8 hours of training per year. The Operator will record the training attended by each staff member.
 - o Trainings shall be held once a month or as needed. Topics should vary such as: standard operating procedures for cleaning different surfaces, proper toxic chemical usage and spill management, hazards of toxic chemicals, cleaning to protect vulnerable occupants, cleaning equipment maintenance, and conservation of energy and water usage during cleaning.
- The Operator will coordinate and/or host all of the trainings.

v. Purchasing guidelines

Sustainability Criteria for Cleaning Products and Materials

Cleaning products must meet one or more of the following standards:

- Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;
- UL EcoLogo 2792 (formerly CCD 110), for cleaning and degreasing compounds;
- UL EcoLogo 2759 (formerly CCD 146), for hard-surface cleaners;
- UL EcoLogo 2795 (formerly CCD 148), for carpet and upholstery care;
- Green Seal GS-40, for industrial and institutional floor care products;
- UL EcoLogo 2777 (formerly CCD 147), for hard-floor care;
- EPA Safer Choice Standard; and/or
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims).

Disinfectants, metal polish, or other products not addressed by the above standards must meet one or more of the following standards:

- UL EcoLogo 2798 (formerly CCD 112), for digestion additives for cleaning and odor control;
- UL EcoLogo 2791 (formerly CCD 113), for drain or grease trap additives;
- UL EcoLogo 2796 (formerly CCD 115/107), for odor control additives;
- Green Seal GS-52/53, for specialty cleaning products;
- California Code of Regulations maximum allowable VOC levels for the specific product category;
- EPA Safer Choice Standard; and/or
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Safer Choice Standard requirements, as appropriate for use patterns and marketing claims).

Disposable janitorial paper products and trash bags must meet the minimum requirements of one or more of the following programs:

- EPA comprehensive procurement guidelines, for janitorial paper;
- Green Seal GS-01, for tissue paper, paper towels and napkins;
- UL EcoLogo 175 Sanitary Paper Products, for toilet tissue and hand towels
- Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers;
- FSC certification, for fiber procurement;
- EPA comprehensive procurement guidelines, for plastic trash can liners; and/or
- California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).

Hand soaps and hand sanitizers must meet one or more of the following standards:

- no antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements);
- Green Seal GS-41, for industrial and institutional hand cleaners;
- UL EcoLogo 2784 (formerly CCD 104), for hand cleaners and hand soaps;
- UL EcoLogo 2783 (formerly CCD 170), for hand sanitizers;
- EPA Safer Choice Standard.

Sustainability Criteria for Cleaning Equipment

All powered equipment must have the following features:

- safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces;
- ergonomic design to minimize vibration, noise, and user fatigue, as reported in the user manual in accordance with ISO 5349-1 for arm vibrations, ISO 2631–1 for vibration to the whole body, and ISO 11201 for sound pressure at operator's ear
- as applicable, environmentally preferable batteries (e.g., gel, absorbent glass mat, lithium-ion) except in applications requiring deep discharge and heavy loads where performance or battery life is reduced by the use of sealed batteries.

Vacuum cleaners must be certified by the Carpet and Rug Institute Seal of Approval/Green Label Vacuum Program and operate with a maximum sound level of 70 dBA or less in accordance with ISO 11201.

Carpet extraction equipment, for restorative deep cleaning, must be certified by the Carpet and Rug Institute's Seal of Approval Deep Cleaning Extractors and Seal of Approval Deep Cleaning Systems program.

Powered floor maintenance equipment must be equipped with such as vacuums, guards, or other devices for capturing fine particulates and must operate with a maximum sound level of 70 dBA, in accordance with ISO 11201.

Propane-powered floor equipment must have high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board or EPA standards for the specific engine size and operate with a sound level of 90 dBA or less, in accordance with ISO 11201.

Automated scrubbing machines must be equipped with variable-speed feed pumps and either (1) on-board chemical metering to optimize the use of cleaning fluids or (2) dilution control systems for chemical refilling. Alternatively, scrubbing machines may use tap water only, with no added cleaning products.

QUALITY ASSURANCE/QUALITY CONTROL PROCESSES

The Operator will evaluate the green cleaning policy on a quarterly basis to evaluate progress towards the implementation goals. If any cleaning product or equipment purchases are not being recorded properly, the Operator will inform the appropriate individuals to ensure that activities are recorded moving forward. The Operator will evaluate the results of the cleaning audits to determine whether the building is being sufficiently cleaned and whether the standard cleaning procedures are being properly executed. As necessary, the green cleaning policy will be revised to include additional cleaning strategies or modify existing cleaning strategies.

In addition, if any implementation goals are not being met, the Operator will investigate the situation and will work with the individuals purchasing the materials and equipment or using the equipment. The Operator will evaluate whether updates are necessary to the in order to achieve the implementation goals.

Any revisions that are made to the policy will be incorporated into the next training cycle for the cleaning staff.

Any proposed revisions to the Green Cleaning Policy must be reviewed and approved by the Department prior to implementation.

ATTACHMENT 7 – INTEGRATED PEST MANAGEMENT PLAN

Suntrax CAV Test Facility

LEED v4 for all Buildings: Operations and Maintenance

SCOPE

This plan applies to all interior spaces in the building and all portions of the site and grounds for Suntrax CAV Test Facility in Auburndale, Florida. This plan will be consulted prior to taking action on pest management in the building or on the building grounds. Pests include plants or animals that are detrimental to the property, a nuisance to building occupants, or unwanted on the building grounds for other reasons.

PERFORMANCE MEASURES

<u>Operational element</u>	<u>Goal</u>	<u>Performance measurement unit</u>
Cases that do not warrant emergency treatment	Prior to applying chemical pesticides or baits, alternative pest control methods will be used in 100% of cases	Number of cases
Cases that do not warrant emergency treatment	If alternative methods fail, least-toxic pesticides will be used prior to resorting to the use of non-least toxic pesticides or baits in 100% of cases	Number of cases
Occupant notification	In 100% of non-least toxic pesticide applications, occupants will receive notification according to the notification procedures described below	Number of cases

ROLES AND RESPONSIBILITIES

Integrated Pest Management Team

<u>Name/Title</u>	<u>Responsibilities</u>
Overall responsible party: Operator	<ol style="list-style-type: none">1. Ensuring that this plan is executed2. Ensuring that the contracted pest control vendor is fully trained on this plan and adheres to the plan procedures3. Coordinating site visits by the vendor for regular inspections and as needed for implementation of pest controls4. Overseeing work performed by the vendor5. Approving the use of pesticides when they are necessary6. Providing proper notification to occupants when non-least toxic pesticides are applied7. Ensuring tenant contracts are aware of the procedures in this plan8. Evaluating performance and making updates to the plan as necessary
Pest control vendor	<ol style="list-style-type: none">1. Adhering to the procedures outlined in this plan2. Identifying pests during site visits and inspections3. Reporting the results of site visits and inspections to the overall responsible party4. Notifying the overall responsible party when pest action thresholds are reached or exceeded5. Obtaining approval to approve from the overall responsible party pesticides when necessary
Tenant contacts	<ol style="list-style-type: none">1. Reporting pest issues in respective tenant spaces to the overall responsible party

The pest control vendor is responsible for adhering to the procedures outlined in this plan and reporting the results of site inspections to the Property Manager. If at any time integrated and alternative pest control methods fail and chemical pesticides are necessary, the pest control vendor must notify the Property Manager prior to using the chemical pesticides, and wait for approval from the Property Manager prior to applying the pesticides.

Each tenant in the building has a designated contact for communications regarding pest control. The tenant contacts are responsible for reporting pest issues in their space to the Property Manager. When the use of non-least toxic pesticides is necessary, the Property Manager will notify the tenant contacts, and the tenant contacts are then responsible for notifying the occupants in their space.

PROCEDURES/STRATEGIES FOR IMPLEMENTATION

Pest control strategies

The building interior and exterior will be periodically inspected for the presence of pests and preventive measures will be taken to avoid pests. If any pests are detected, integrated (nonchemical) methods will be implemented as the first control step, including sanitation measures, exclusion measures, and the use of traps.

Sanitation: Potential food and water sources available to pests will be evaluated and minimized or eliminated. This can be done by thoroughly cleaning and maintaining food service areas and break rooms, fixing leaking pipes and faucets, and altering landscape features to eliminate standing water.

Exclusion: Cracks, crevices, and holes in the building envelope will be sealed. A plant-free zone will be maintained immediately adjacent to the building.

Traps: For insects and rodents, non-chemical baits (such as peanut butter) will be used to trap pests. No chemical baits for rodents will ever be used indoors. If chemical rodent baits are necessary outdoors, they will only be used as solid blocks placed in locked outdoor dispensers. No second-generation (single-feed) rodent baits will be used.

If integrated pest control measures are unable to resolve the problem, least toxic pesticides will be used prior to resorting to the use of non-least toxic pesticides. Least toxic pesticides include any pesticide product for which all active ingredients and known inert ingredients meet the least toxic Tier III hazard criteria under the San Francisco Hazard Review Process (<http://sfenvironment.org/article/residents/leasttoxic-pesticides-for-green-buildings>).

Products that are not regulated as pesticides by the EPA because they primarily contain low-risk ingredients, such as garlic oil, may also be considered least toxic options, even if they are not listed as Tier 3 by San Francisco. Nonrodent pesticides that exceed the Tier 3 criteria are considered least toxic if they are used in self-contained baits and placed in locations that are inaccessible to occupants. Rodent baits are not considered least toxic under any circumstances.

Non-least toxic pesticides include all chemical rodent baits and any product that meets the Tier 1 or 2 criteria according to the San Francisco Hazard Review Process. Non-least toxic pesticides may only be used under the following circumstances:

1. Alternative, integrated, and least toxic pest control measures have been exhausted and the pest action threshold is still exceeded
 - a. In this situation, notification (according to the procedures below) must be given to building occupants at least 24 hours before the pesticide is applied to the building or grounds
2. The emergency action threshold has been exceeded
 - a. In this situation, notification (according to the procedures below) must be given to building occupants no more than 24 hours after the pesticide is applied to the building or grounds

The use of non-least toxic pesticides or rodenticides as pest control in areas requiring frequent treatment on a permanent basis is not an acceptable strategy for this credit. Non-least toxic pesticides will not be continuously applied in the building and on the site. Integrated and alternative pest control measures will be resumed once the action threshold specified below for the applicable pest is no longer exceeded.

Pesticide application notification

The overall responsible party will notify the tenant contacts via email of the pesticide application, including the pesticide name, the EPA registration number, the treatment location, and the date of the application. The tenant contacts are then responsible for distributing the notification to the occupants in their space. In addition, the overall responsible party will post a sign at the application site, such that an occupant reading the sign can choose to avoid the application area (for example, if the pesticide is applied in a break room, all entrances to the break room shall have a sign posted). The sign will also include the pesticide name, the EPA registration number, the treatment location, and the date of the application.

Tenant Communication plan

If pests are observed in a tenant space, it is the responsibility of the tenant to notify the overall responsible party of the pest via email. Within one business day, the overall responsible party will contact the pest control vendor to inspect the situation and determine whether the regular action threshold or the emergency action threshold has been met. The pest control vendor will then take the appropriate actions.

Action thresholds

Regular treatment includes the use of first non-chemical controls (sanitation, exclusion, traps using non-chemical baits), followed by the use of least-toxic control methods if the situation is not resolved, and then non-least toxic control methods if the situation is still not resolved.

Emergency treatment includes the use of the most effective control method as a first step, which may be non-least toxic.

Pest Type	Action thresholds
Ants	Regular treatment will be performed if any ants are noted in the building and their presence is confirmed through monitoring. Emergency treatment may be used if there are ten or more reported cases or complaints of ants within a two-day period.
Other insects	Regular treatment will be performed if nuisance insects are noted in the building and their presence is confirmed through monitoring. Emergency treatment may be used if there are ten or more reported cases or complaints of nuisance insects within a two-day period.
Cockroaches	Regular treatment will be performed if any cockroaches are noted in the building and their presence is confirmed through monitoring. Emergency treatment may be used if the presence of cockroaches is confirmed in two different spaces within the building OR if the presence of a large population of cockroaches is confirmed in one space in the building.
Rat, Mouse	Regular treatment will be performed if rats or mice are noted in the building and their presence is confirmed through monitoring. Emergency treatment may be used if the presence of rats or mice is confirmed in two or more different spaces within the building.

Bed bugs	Emergency treatment may be used if the presence of bed bugs is confirmed in the building.
Other occasional invaders	If the pests pose a threat to occupants' health, emergency treatment may be sought. Otherwise, regular treatment will be performed.

INTEGRATED PEST MANAGEMENT TRACKER

All pest control activity, including inspections, will be recorded in the Integrated Pest Management (IPM) tracker tool. The following items will be tracked:

- Pest type and name
- Pest population density and monitoring frequency
- Pest action threshold observed
- Prevention measures implemented
- Product applied (name)
- Toxicity of the product (the tier level as determined by the San Francisco Hazard Review Process)
- Date and time of product application (if applicable)
- Date and time of occupant notification (if applicable)
- Emergency application? (Y/N). If yes, an explanation of the emergency will be included.

The overall responsible party will record each pest that is reported by tenants in the IPM tracker tool. The pest control vendor will record the applicable items from each site visit in the IPM tracker tool.

On an annual basis, performance will be evaluated against the goals specified above. If the goals are not being met adjustments will be made to this plan in order to facilitate goal achievement. If adjustments to the action thresholds are necessary, the overall responsible party will work with tenant contacts and the IPM vendor as necessary in order to appropriately adjust the action thresholds.

QUALITY ASSURANCE/QUALITY CONTROL PROCESSES

On an annual basis, the overall responsible party will evaluate performance against the goals specified earlier in this plan. If the goals are not being met, adjustments will be made to this plan in order to facilitate goal achievement, and the pest vendor and tenant contacts will be educated on the adjustments made to the plan.

Any proposed revisions to the Integrated Pest Management Plan must be reviewed and approved by the Department prior to implementation.

Attachment 8 - SunTrax Operator Evaluation Form

Management and Staffing (20%)		Score (1-5)
1	The contract was effectively and proactively controlled in an organized manner, with proficient application of administrative, procedural and technical skills.	
2	Communication and coordination with the Department was timely, proactive, and effective.	
3	Submittals to the Department of items such as reports, financial records, and invoices were made timely, in clear and complete formats, without errors.	
4	All sub-contractors and any other third parties performing work at the facility were effectively managed and supervised.	
5	All complaints received were responded to in a timely manner and effectively resolved or rectified.	
6	Facility costs were controlled without sacrifices to the quality of Staff, Customer service, operational efficiency, or safety.	
7	Staff were fully qualified for their roles and received training as needed.	
8	Staff levels were appropriately maintained for all portions of the Facility.	
9	All other aspects of the Staffing Plan were executed and implemented.	
Functional Area Score		
Operations (20%)		Score (1-5)
1	Contracting with Users was performed in a manner that protected the Department while not being burdensome or difficult for Facility Users.	
2	Scheduling of different sectors and buildings was performed efficiently and effectively for Customers and for the Department.	
3	All necessary equipment for the operation and maintenance of the Facility was provided and maintained in good working order.	
4	Facility access and circulation was managed in a safe, effective, efficient, and Customer-friendly manner.	
5	Facility availability to Customers and to the Department was maximized with minimal downtime due to operational issues.	
6	Value-adding testing-related services were developed and performed at the Facility.	
7	Food service quality and quantity was sufficient to meet the demand of the Staff, Users, and visitors to the Facility.	
8	Feedback from Users was collected and analyzed to develop and update a prioritized list of the most valuable potential capital improvement projects for the Facility.	
Functional Area Score		
Sales and Marketing (20%)		Score (1-5)
1	Utilization of the Facility across all test sectors and building facilities was maximized in a manner consistent with the SunTrax mission.	
2	Revenue generation at the Facility was maximized in a manner consistent with the SunTrax mission.	
3	The online booking and scheduling platform was well-maintained and effectively used to facilitate Users of the Facility.	
4	Business relationships were effectively developed and maintained with new and existing Customers through effective use of customer satisfaction surveys and other customer feedback tools.	
5	Pricing strategies were developed and implemented that maximized Facility utilization and revenue generation.	
6	New and innovative approaches were developed to successfully generate additional revenue sources for the Facility.	
7	All other strategies and elements defined in the Sales & Marketing Plan were implemented successfully.	
Functional Area Score		
Safety and Security (20%)		Score (1-5)
1	Safety and security risks were pro-actively identified and eliminated or mitigated.	
2	Safety and security training protocols and procedures were consistently and effectively implemented for all Staff, Users, and visitors.	
3	Test plans for all Users and all uses of the Facility were consistently developed, executed, and monitored for compliance.	
4	The Operator was prepared and in a state of readiness for emergency situations including both weather events and crashes.	
5	The Emergency Management Plan was maintained and implemented if and when needed.	
6	All other protocols and procedures defined in the Safety and Security Plans were effectively implemented.	
Functional Area Score		
Maintenance (20%)		Score (1-5)
1	The appearance of all Facility buildings and grounds was kept clean and attractive for Users and visitors at all times.	
2	The cleanliness of all restrooms and food service preparation areas throughout the Facility was maintained at all times.	
3	All test sectors were maintained in a manner such that they remained safe, functional, and available to Users to the maximum extent feasible.	
4	Landscaping of the Facility and the access road was performed in accordance with Contract requirements.	
5	Trash removal, recycling, pest control and all other maintenance-related work was performed in accordance with Contract requirements.	
6	All preventative maintenance was performed in accordance with the Preventative Maintenance Plan	
Functional Area Score		
Overall Composite Score		

Attachment 9 - SunTrax Inspections Program

Inspection Results

Inspector(s): Name
Month: Month
Date: Date
Building # Building

Raw Score (# of Questions)

Pass	306
Fail	0
Total	306

Weighted Score

Pass	658
Fail	0
Total	658

Inspection Score 100.00

Weighted Inspection Score 100.00

Minimum Weighted Score 90.00

Safety Concerns 0

Inspections Program Process

Inspection Locations

The Site-Wide Facility Inspection criteria will be scored each month. The Building Inspection criteria will be scored each month at one of the following three locations, which will be selected at random:

- i. Operations Building
- ii. Storage Building
- iii. All four toll site buildings

Scoring

When a Criteria is evaluated it is given a Pass or Fail response in the "Meets Criteria" column. Based on the response in the "Meets Criteria" column a score is given to the Criteria equal to the "Weighted Value" assigned to the Criteria. The score for all passing Criteria is totaled and divided by the total score for all Criteria evaluated. The resulting number becomes the score. If a Criteria does not apply to the facility being evaluated the "Meets Criteria" field is left as "N/A". The overall score is calculated based on all the Criteria that have been evaluated during the inspection.

Site-Wide Facility Inspection									
Inspector(s)	Name								
Month	Month								
Date	Date								
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail
Facility Operations	Staff Procedures & Protocols	Security Officers	Security officer is on-site and properly attired with uniform and equipment (including firearm)	5	Pass			5	0
			All building entrances and exits are monitored to ensure that access is controlled in accordance with Department policies (doors remain closed, no tailgating, etc.)	3	Pass			3	0
			All Operator employees and/or sub-contractors are displaying security badges in accordance with Department policies	3	Pass			3	0
			All Users and visitors are checked into the Facility, are issued security badges, and display badges on their person in accordance with Department policies	3	Pass			3	0
			Access to controlled areas is restricted to prohibit entry by unauthorized Users or visitors	3	Pass			3	0
		Safety Protocols	Safety signage is posted where required (including but not limited to signs designating Fire Extinguishers, Hand-Washing, Wet Floors, etc.)	3	Pass			3	0
			Personal Protective Equipment, including safety vests are clean, available and worn by Operator employees and sub-contractors as required	3	Pass			3	0
			Spray bottles, buckets, or other containers of chemicals are clearly labeled	1	Pass			1	0
			Chemicals are stored and secured from public access	1	Pass			1	0
			Interior fire extinguishers are full, stored, and unobstructed; a current annual inspection tag is attached, if applicable, glass case is undamaged	5	Pass			5	0
		General	Personal protective equipment is utilized by Operator employees and sub-contractors (including disposable gloves, eye protection, etc.)	3	Pass			3	0
			Operator employees and/or sub-contractor vehicles are parked in outer lot areas, allowing users and visitors building access	3	Pass			3	0
			Interaction of Operator employees and/or sub-contractors with Facility users and visitors is courteous and professional	1	Pass			1	0
			The appearances of all Operator employees and/or sub-contractors are presentable, clean, and professional	1	Pass			1	0
			All indoor portions of the Facility are smoke free at all times	3	Pass			3	0
		The United States, State of Florida, and/or other flags at the Facility are raised or lowered in accordance with Department policies. No flags are flown other than those provided by the Department.	3	Pass			3	0	
Facility Cleanliness	Interiors	General Interior	Floors including baseboards are clean, maintained, clear of spills and void from free standing water	3	Pass			3	0
			Trash receptacles are clean and emptied as needed	1	Pass			1	0
			Recycle bins are provided and recycling program is being followed in accordance with LEED criteria	1	Pass			1	0
			Required licenses and certificates are displayed and current	1	Pass			1	0
			Cleaning tools (mops, brooms, buckets, etc.) are stored in a designated location; cleaning supplies are not accessible by Users or visitors	3	Pass			3	0
		Break Room	Tables, countertops, and seating are clean and undamaged	1	Pass			1	0
			Chemicals are segregated from food and other cross contamination risks	1	Pass			1	0
		Restrooms	Toilets and urinals are clean, operational, and flushed	3	Pass			3	0
			Soap dispensers are supplied with hand wash soap	1	Pass			1	0
			Toilet paper and other sanitary product dispensers are stocked, clean, and undamaged	3	Pass			3	0
			Restroom is free from unpleasant odors and is ventilated	1	Pass			1	0
			Floors are dry, floor drains have a screen cover and are unclogged	1	Pass			1	0
			Hand towel dispensers are stocked, operational, and unbroken	3	Pass			3	0
			Mirrors are clean and unbroken	1	Pass			1	0
		Plumbing fixtures and wall fixtures (sinks, faucets, and toilets) are operational, clean, and free from corrosion	1	Pass			1	0	
		Exteriors	General Exterior	Sidewalks and pavement are clean and free from debris and gum	1	Pass			1
Receptacles for disposal of cigarette butts are available and clean	1			Pass			1	0	
Outdoor trash receptacles, recycle bins and dumpsters are accessible, clean, emptied as needed, and kept covered	1			Pass			1	0	
Areas under and around dumpsters are free of trash, dirt, and windblown debris	1			Pass			1	0	
Exterior signs are clean and free from damage	1			Pass			1	0	

Inspector(s)	Name								
Month	Month								
Date	Date							Weighted Score	
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail
Facility Grounds	Exterior Pavement & Concrete	Concrete Sidewalks, Curbing & Ramps	Surface area has no visible open holes, voids, structural failures	3	Pass			3	0
			Less than 5% of total surface area has visible cracks and/or expansion joints are not sealed or missing	1	Pass			1	0
			Surface area has no visible cracks or material separation more than 1/8" wide	1	Pass			1	0
			Accessible ramps comply with ADA requirements	5	Pass			5	0
			Joints do not exceed 1/4" rise at transition to existing sidewalks	1	Pass			1	0
	Lighting	Light Poles	Light poles have no structural damage, dents or scaly surface corrosion	1	Pass			1	0
			Anchor bolts are securely fastened. Anchor bolts and bases have no visible scaly surface corrosion.	5	Pass			5	0
			Concrete bases have no visible structural cracking	1	Pass			1	0
			Light fixtures are securely fastened, lenses have no cracks or discolorations, and luminaries are functioning	3	Pass			3	0
			Inventory plates secured and undamaged	1	Pass			1	0
			Wiring cover plates attached to pole and secured	3	Pass			3	0
	Landscaping	Plant Beds & Turf Conditions	Less than 10% of plant beds have weed infestation and/or appear unhealthy	1	Pass			1	0
			All turf must not exceed 4" in height and 100% of mulch (where present) must be contained and not missing within all plant beds or the like	1	Pass			1	0
			Less than 10 square ft. of cumulative turf area is bare ground	1	Pass			1	0
		Trees & Shrubs	No dead/diseased tree limbs and no tree limbs overhanging building structure and/or hanging below 8' (feet) over all sidewalks and walkways	1	Pass			1	0
			Less than 10% of shrubs and bushes are not trimmed and/or appear unhealthy	1	Pass			1	0
		Irrigation Control Panel and Pumps	No broken sprinkler heads and/or associated piping	1	Pass			1	0
			Irrigation system control panel and water pump builds pressure and cycles on and off and cycles through all designated zones properly	1	Pass			1	0
	Parking Lots	Pavement Condition	No pot holes or depressions larger than 12" wide and 1" deep	5	Pass			5	0
			Less than 10% of surface area and edges have visible expansion cracking, separated and/or damaged	1	Pass			1	0
		Striping	All striping shall be a minimum 5.4" wide and less than 10% of all striping is missing and/or faded	1	Pass			1	0
		ADA Symbols	All ADA symbols are legible and/or less than 10% of ADA related symbols are missing	5	Pass			5	0
		Parking Stops	All parking stops are intact with no structural cracking, none missing and/or misaligned	1	Pass			1	0
			All set bars are installed with no ends protruding above finished edge of parking stop	1	Pass			1	0
		Curbing	Less than 2% of surface area is cracked, broken/missing concrete and/or missing expansion joint material	1	Pass			1	0
		Drainage	All storm drainage covers are in place and securely fastened	5	Pass			5	0
			Structure has no visible open holes, voids, structural failures and/or excessive debris/trash buildup	1	Pass			1	0
		Signage	All signage panels are securely attached to the support structure according to Department standards	1	Pass			1	0
			All sign panels are clearly legible, not faded, worn and/or free of vandalism	1	Pass			1	0
		Flagpole	Ropes and lanyards properly fastened and functioning	1	Pass			1	0
			Anchor bolts are securely fastened. Anchor bolts and bases have no visible scaly surface corrosion.	5	Pass			5	0
			Luminaries functioning	1	Pass			1	0
		Fencing and Railings	All railing, hardware and fence posts are securely attached to structural element	5	Pass			5	0
	No post, pickets, hardware, rails and fence material are cracked, missing, show gaps and/or damaged		1	Pass			1	0	
	Gates are secured to the posts and locked		3	Pass			3	0	
	Water Flow Devices	Fire Hydrants	All hydrants have no faded and/or peeling paint and are free of excessive landscaping over growth and debris	1	Pass			1	0
			All hydrants show no visible signs of leaking and all hydrant caps/seals are installed and secured	1	Pass			1	0
		Backflow Devices, Water Meters	Device and device ground boxes are clear of debris and vegetation	1	Pass			1	0
			No visible water leaks and/or damage to the device/component	1	Pass			1	0
			The annual inspection tag is current and attached	3	Pass			3	0
		Fire Stand Pipe	No visible damage to component and all associated caps/covers are installed and secured	3	Pass			3	0
		Hose Bibs/Spigots	No visible water leaks and/or damaged to the device/component	1	Pass			1	0
Device valve is shut, secured and isolated with a FDOT padlock or locked valve box			1	Pass			1	0	
Under ground Wells, Pumps and Control Panels		Device is clear of debris and vegetation	1	Pass			1	0	
	No visible water leaks, damaged to the device/component and/or damaged to the electrical components	1	Pass			1	0		
		Units properly mounted with no excessive vibration	3	Pass			3	0	

Inspector(s)	Name										
Month	Month										
Date	Date								Weighted Score		
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail		
Building Inspection											
Building:	Building						Safety Concern	Weighted Score			
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail		
Building Exteriors	Exterior Wall Types and Surfaces	Please note in the comments section all EXTERIOR WALL Types applicable and location: 1) Stucco 2) Brick & Mortar 3) Concrete masonry Block 4) Pre-cast Concrete Panels 5) Metal Panels 6) Ceramic and Stone Tiles 7) EFIS System 8) Metal or Wood Siding 9) Glass Block 10) Fascia & Soffits	Less than 5% of the total surface area has mortar joint materials loose or missing	1	Pass			1	0		
			Less than 5% of total surface area has visible cracks	1	Pass			1	0		
			Less than 2% of the total expansion joint materials missing (measure in linear feet)	1	Pass			1	0		
			Less than 5% of joint expansion materials has visual separation at joint edges	1	Pass			1	0		
			Surface area has no visible open holes, voids, structural failures or dents	3	Pass			3	0		
			Surface area has no visible cracks or material separation more 1/8" wide	1	Pass			1	0		
			Less than 5% of total surface area has visible rust or rust bleed through	1	Pass			1	0		
			Surface area has no spalling, missing material, missing panels, covers and plates	3	Pass			3	0		
			No scaly surface rust or corrosion	1	Pass			1	0		
			Surface area has no visible sharp edges	3	Pass			3	0		
			Less than 5% of the total surface area has peeling paint	1	Pass			1	0		
			Less than 2% of total tile surface has missing tiles	3	Pass			3	0		
			Less than 5% of tile surface has grout missing	1	Pass			1	0		
			Less than 5% of tile surface is cracked	1	Pass			1	0		
			Less than 5% of the total surface area is chalky to the touch	1	Pass			1	0		
			Less than 5% of surface area has exposed foam core	3	Pass			3	0		
			Surface area has no missing panels or bricks, delaminating panels or bricks or material separation more 1/8" wide	3	Pass			3	0		
			Less than 2% of the total surface area has mortar joint materials loose or missing	1	Pass			1	0		
	All Glass Block Sections have no damaged or cracked sections	3	Pass			3	0				
	Less than 5% of surface has visible algae growth	1	Pass			1	0				
	Exterior Windows or Assemblies	Fresh Air Louvered Fixed Panel	No scaly surface rust or corrosion	1	Pass				1	0	
			All frames have no visible open holes, voids, structural failures	1	Pass			1	0		
			Less than 5% of the total surface area has peeling paint or faded paint	1	Pass			1	0		
			Frames have no missing louvered panels, delaminating panels or panels misaligned	3	Pass			3	0		
			Less than 5% of surface has visible algae growth	1	Pass			1	0		
		Awning above window, door or seating area	No scaly surface rust or corrosion	1	Pass					1	0
			Frames have no visible open holes, voids structural failures	3	Pass					3	0
			Less than 5% of the total surface area has peeling paint or faded paint	1	Pass					1	0
			Awning securely fastned/attached to exterior structure. All supports attached to frame and exterior structure.	3	Pass					3	0
			Less than 5% of surface has visible algae growth	1	Pass					1	0
		Please note in the comments section all WINDOW Types applicable and location: 1) Storefront / Fixed 2) Awning 3) Metal Frame 4) Slider	No visible cracked glass panels	3	Pass					3	0
			All storefront/fixed glass panels are tempered below 18" from finished floor	1	Pass					1	0
All Frames have no visible rust or corrosion			1	Pass					1	0	
All locking mechanisms function properly			3	Pass					3	0	
Double panes have no visible signs of thermal leaks	3		Pass					3	0		
All glass panels properly slide on associated track	1		Pass					1	0		
All frames have no visible peeling paint finish	1		Pass					1	0		
All frames have no visible open holes, voids, structural failures	3		Pass					3	0		
Less than 2% of window glazing/rubber seal/spline missing or loose	1		Pass					1	0		

Inspector(s)	Name								
Month	Month								
Date	Date							Weighted Score	
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail
Building Exteriors	Exterior Doors and Assemblies	Please note in the comments section all EXTERIOR DOORS applicable and location: 1) Wood Core 2) Metal Core 3) Metal Framed Glass 4) Fiber Glass 5) Louvered 6) Roll-Up / Overhead Doors	All doors open and close without sticking or binding to frame or threshold	3	Pass			3	0
			Motor driven door opener functioning properly	3	Pass			3	0
			All door panels have no visible warping	3	Pass			3	0
			Surface area has no visible open holes, voids, structural failures	3	Pass			3	0
			Frames have no structural damage, dents or scaly surface corrosion	1	Pass			1	0
			Door closure functions properly	3	Pass			3	0
			No scaly surface rust or corrosion	1	Pass			1	0
			Less than 5% of the total surface area has peeling paint or faded paint	1	Pass			1	0
			Door hardware and hinges securely fastened & functioning properly	3	Pass			3	0
			All storefront glass panels are tempered below 18" from finished floor	1	Pass			1	0
			No visible cracked glass panels or glass inserts	3	Pass			3	0
			Louvers have no structural damage, dents, missing panels or scaly surface corrosion	3	Pass			3	0
			Less than 2% of window glazing or rubber seal missing or loose	1	Pass			1	0
			All locking mechanisms function properly	3	Pass			3	0
Building Interiors	Interior Walls & Ceiling Systems	Please note in the comments section all INTERIOR WALLS locations: 1) Drywall 2) FRP Vinyl laminate 3) Wall Paper 4) Ceramic / Stone Tile 5) Plaster 6) Masonary 7) Vinyl, Rubber or Wood Base Board, Door and Wall Molding	Less than 5% of the total surface area has visible open holes, tears, voids, structural failures, cracks or delaminated materials.	1	Pass			1	0
			No visible water damage, mold or algae growth	3	Pass			3	0
			No tile sections missing	1	Pass			1	0
			Less than 2% of tiled surface are cracked	1	Pass			1	0
			Less than 2% of tile grout missing	1	Pass			1	0
			Less than 2% of the total expansion joint materials missing measured in linear feet	1	Pass			1	0
			Less than 5% of joint expansion materials have visual separation at joint edges	1	Pass			1	0
			Surface area has no visible cracks or material separation more 1/8" wide	1	Pass			1	0
			Less than 5% of total surface area has visible rust or rust bleed through	1	Pass			1	0
			Less than 5 % of the total surface area has peeling paint	1	Pass			1	0
			Less than 5% of the total surface area has visible wood rot	1	Pass			1	0
			No wood, vinyl and rubber door, base and/or wall missing or loose	1	Pass			1	0
			Less than 5% of the total painted or non-painted surface area is chalky to the touch	1	Pass			1	0
			Interior Doors	Please note in the comments section all INTERIOR DOOR Types applicable and location: 1) Wood Panel 2) Wood Solid/Hollow Core 3) Metal Solid/Hollow Core	No tiles missing or damaged	3	Pass		
	No visible tile gaps around sprinkler heads or near the grid supports.	1			Pass			1	0
	No tiles stained	1			Pass			1	0
	Grid has no loose, damaged or missing pieces	3			Pass			3	0
	Grid properly attached to roof structure with no sagging	3			Pass			3	0
	All doors open and close without sticking to frame or threshold	3			Pass			3	0
	Less than 2% of the total painted surface area is chalky to the touch or peeling paint	1			Pass			1	0
	Less than 5% of the total surface area has visible wood rot	1			Pass			1	0
	All door panels have no visible warping	3			Pass			3	0
	Surface area has no visible open holes, voids, structural failures	3			Pass			3	0
	Frames and louvered panels have no structural damage, dents or scaly surface corrosion	1			Pass			1	0
	Door closure functions properly	3			Pass			3	0
	Door hardware and hinges securely fastened & functioning properly	3			Pass			3	0
	All storefront glass panels are tempered below 18" from finished floor	1			Pass			1	0
	All locking mechanisms function properly	3	Pass			3	0		

Inspector(s)	Name									
Month	Month									
Date	Date								Weighted Score	
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail	
Building Interiors	Building Floors	Please note in the comments section all INTERIOR FLOORING Types applicable and location: 1) VCT Tiles 2) Ceramic / Stone Tiles 3) Carpeting and Carpet Tiles 4) Access Flooring / Tiles 5) Concrete	No tile sections missing	3	Pass			3	0	
			Less than 2% of VCT tiles are cracked, delaminated or stained	1	Pass			1	0	
			Less than 2% of ceramic or stone tile grout missing	1	Pass			1	0	
			Less than 2 % of and ceramic/stone tiles are cracked or stained	1	Pass			1	0	
			Less than 5% of tiles or carpet material stained or water damaged	1	Pass			1	0	
			No carpet seams are detached or loose near walls and thresholds	3	Pass			3	0	
			Traffic areas do not have excessive wear	1	Pass			1	0	
			All tile sections are level with no exposed edges or trip hazards	3	Pass			3	0	
			Less than 2 % of concrete floors are cracked, missing concrete, missing expansion joint material, faded and/or peeling paint or stained.	1	Pass			1	0	
			All tile sections have no delaminating of finish surface	1	Pass			1	0	
			Support grid and stands have no damaged sections, dents or scaly surface corrosion	3	Pass			3	0	
			Support grid and stands have no missing sections and are securely fastened	3	Pass			3	0	
			Less than 5 % of floor wax for VCT tiles is faded or missing	1	Pass			1	0	
			All Cabinets - Shelving - Counter Tops	Please note in the comments section all applicable and location for all: 1) Cabinets & Drawers 2) Counter Tops 3) Metal / Wood Shelving 4) Fixed Shelving	All cabinet doors and drawers open and close properly and are securely fastened to the cabinet base	3	Pass			3
	All cabinet bases have no visible water damage or algae growth	3			Pass			3	0	
	No door or drawer handles are missing or damaged	3			Pass			3	0	
	Counter Tops are securely fastened to walls or cabinet bases	3			Pass			3	0	
	All cabinets properly fastened to the wall showing no gaps	3			Pass			3	0	
	Shelving has no scaly surface rust	1			Pass			1	0	
	Shelving surface shows excessive wear or surface delaminating	1			Pass			1	0	
	Shelving is securely fastened to walls or cabinet bases	3			Pass			3	0	
	Cabinet or counter surface finish shows no excessive wear or surface delaminating	1			Pass			1	0	
	Office Furniture	Modular Furniture			All modular panels securely attached with no loose sections	1	Pass			1
			All surface areas show no excessive wear or damage	1	Pass			1	0	
		File Cabinets	All drawers open and close properly	1	Pass			1	0	
			Cabinet finish surface shows no excessive wear or surface damage	1	Pass			1	0	
		Tables & Chairs	No excessive wear or delaminating surfaces	1	Pass			1	0	
			Chairs have no torn material Legs structurally sound as fastened	1	Pass			1	0	
	Restrooms and Components	Toilets & Urinals	Fixture base securely fastened to floors or walls	3	Pass			3	0	
			Fixtures and Flush valves properly flush on demand with no water leaks	3	Pass			3	0	
			Toilet seats in place and properly fastened	3	Pass			3	0	
			Sealant at base connection installed and water tight	3	Pass			3	0	
			Fixtures have no chipped or broken pieces	3	Pass			3	0	
		Sinks & Wash Basins	Basins are sealed water tight at countertop base	1	Pass			1	0	
			Faucets operate properly and are securely fastened with no visible water leaks	1	Pass			1	0	
			Cabinet or counter surface finish shows no excessive wear or surface delaminating	1	Pass			1	0	
			Counter Tops and cabinets are securely fastened to walls or cabinet bases	3	Pass			3	0	
			All associated drains and piping insulated meeting all ADA standards	1	Pass			1	0	
			Sinks and wash basins drain properly	3	Pass			3	0	
		Handrails & Grab Bars	Sink and wash basins have no excessive wear or chipped surfaces	1	Pass			1	0	
			Handrails and grab bars are securely fastened to walls and meet ADA standards Handrails and grab bars have no sharp edges or scaly rust and surface corrosion	5	Pass			5	0	
		Towel & Paper Dispensers	Dispensers are securely fastened to wall surface and operating correctly manual or automated	3	Pass			3	0	
			No visible damage to dispensers or vandalism	1	Pass			1	0	
	Valves/ Piping	No visible leaks or water damage	1	Pass			1	0		
		Angle stops have properly functioning shut off handles installed No visible cracks in piping and water leaking or algae/mold growth	3	Pass			3	0		

Inspector(s)	Name									
Month	Month									
Date	Date							Weighted Score		
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail	
Building Interiors	Restrooms and Components	Water Heaters & Instahots	No excessive scaly rust or corrosion present on heater unit	1	Pass			1	0	
			No visible leaks or water damage	1	Pass			1	0	
			Units functioning and producing hot water at faucets on demand	3	Pass			3	0	
		Toilet Partitions / Stalls	All partitions securely fastened to floor, wall or ceiling	3	Pass			3	0	
			All doors properly close and lock with no missing associated hardware	3	Pass			3	0	
			Mirrors	No visible cracks in glass	1	Pass			1	0
		Mirrors are securely fastened to walls		3	Pass			3	0	
		Less than 5% of the reflective surface worn off		1	Pass			1	0	
		Frames have no structural damage, dents or scaly surface corrosion		1	Pass			1	0	
	Vent Fans	Vent fans function on demand	3	Pass			3	0		
		Vent fan motors and fan blades have no excessive noise or vibration	1	Pass			1	0		
		Fixture covers/registers installed, securely fastened and free of accumulated dirt and lint	3	Pass			3	0		
	Phones	Phone Jacks	All covers in place and secured	1	Pass			0	0	
			No visible damage to components	1	Pass			0	0	
		Phones	All components have no visible damage	1	Pass			0	0	
			All phones emitting dial tone	5	Pass			0	0	
	Fire Protection & Equipment	Smoke Detection system	All covers in place and secured and visible damage to component	1	Pass			1	0	
			All battery backup test buttons function properly and no spent batteries present	3	Pass			3	0	
		Fire Extinguishers, Pre-action Systems and Cabinets	Annual fire extinguisher inspection documentation available and current	5	Pass			5	0	
			All hoses and nozzles in place	3	Pass			3	0	
			All cabinets properly fastened to wall and glass panels are not cracked or broken	3	Pass			3	0	
			All fire extinguishers fully charged with current current inspection tag and the gauge indicator is located in the green section	5	Pass			5	0	
		All fire extinguishers properly attached to wall bracket	3	Pass			3	0		
		Sprinkler System	Annual sprinkler system inspection documentation available and current	5	Pass			5	0	
All sprinkler head trim plates/escutcheons are in place and seated correctly			1	Pass			1	0		
			No visible leaks or water damage	3	Pass			3	0	
Electrical	Interior Components	Signage	All interior exit signs and emergency exits are unobstructed and sign lighting is operational or reflective.	1	Pass			1	0	
		Electrical Breaker Panels, wire trays/gutters and Disconnect Switches	Circuit Panel and disconnect switch covers are installed and securely fastened	5	Pass			5	0	
			Breaker blank covers are installed sealing all voids	3	Pass			3	0	
			Incoming and outgoing conduits are securely fastened to panel box with no exposed wiring	5	Pass			5	0	
			Wire trays are securely fastened to walls with no damaged, loose and/or hanging wires	3	Pass			3	0	
			All junction box covers are in place and secured	3	Pass			3	0	
			No visible damage or open penetrations to panels	3	Pass			3	0	
			Breaker panels and circuits are properly labeled with OSHA and safety labeling	5	Pass			5	0	
		Wall Receptacles	Outlets and secured without visible damage	3	Pass			3	0	
			All GFCI receptacles function properly when tested	3	Pass			3	0	
			All covers in place and secured for switches, devices or empty junction boxes	3	Pass			3	0	
			Outlet tested and have proper grounding	1	Pass			1	0	
				No visible flash burns	5	Pass			5	0
		Wall Switches	All covers in place and secured for switches, devices or empty junction boxes	3	Pass			3	0	
			Switches properly function and activate appliances	1	Pass			1	0	
			Motion sensor switches properly function and activate appliance	1	Pass			1	0	
		Door Bell	Audible sound properly functions	1	Pass			1	0	
Plate and button have no visible cracks	1		Pass			1	0			

Inspector(s)	Name										
Month	Month										
Date	Date								Weighted Score		
Element	Characteristic	Description	Criteria (Desired Maintenance Standard)	Weighted Value	Meets Criteria	Inspectors Comments	Safety Concern	Pass	Fail		
Electrical	Lighting	Fluorescent, HID, Incandescent and Recessed Light Fixtures	All light fixtures properly function and all covers are in place and secured	3	Pass			3	0		
			All battery backup test buttons function properly	3	Pass			3	0		
			All fixtures have no excessive scaly rust or corrosion	1	Pass			1	0		
		Emergency Exit Signs and Emergency Light Fixtures	All light fixtures properly function and all covers are in place and secured	5	Pass			5	0		
			All fixtures have no excessive scaly rust or corrosion	1	Pass			1	0		
			All battery backup test buttons function properly	5	Pass			5	0		
Exterior Building Security Lighting	Light fixture lenses have no cracks, missing lenses and/or dark discoloration	1	Pass			1	0				
	Luminaries functioning and provide sufficient lighting	3	Pass			3	0				
HVAC Systems	All Building Units	Please note in the comments section all HVAC EQUIPMENT applicable and location: 1) Condensing Units 2) Air Handlers 3) Package Units 4) Chiller Systems	Copper suction and liquid lines are insulated with weather resistant insulation, coated with UV resistant coating and no visible refrigerant leaks	3	Pass			3	0		
			All HVAC ducts are sealed/coated, securely fastened, free of damage and insulated	3	Pass			3	0		
			All drive belts free of fraying and glazing, capacitors free of corrosion and pulleys are securely fastened	3	Pass			3	0		
			All condensate pumps free debris, water pumps, impellers are lubricated, securely fastened with no excessive vibration or noise	3	Pass			3	0		
			The concrete pad is free of structural defects, no wash outs, voids, broken concrete and excess vegetation growth	3	Pass			3	0		
			Units properly mounted to the structure with no excessive vibration or noise	5	Pass			5	0		
			Condenser and Evaporator coils are clean and free of accumulated dust, lint and debris	5	Pass			5	0		
			Condensate piping and associated parts securely fastened and draining water	5	Pass			5	0		
			Pleated filters are clean and free of debris and dated when last changed	3	Pass			3	0		
			Temperature is maintained at between 76 to 78 degrees in occupied spaces	5	Pass			5	0		
			Maintenance activities are documented and archived	5	Pass			5	0		
			All electrical connections, fuses, wiring, conduits and safety disconnect switches are securely fastened	5	Pass			5	0		
			Units Hurricane cables and hardware securely fastened with no loose cables	5	Pass			5	0		
			Water Treatment and Waste Water Collection Systems	Lift stations		Maintenance Log	Maintenance logs and permits kept inside the control panel reflecting required maintenance activities performed and noted	3	Pass		
Auto Dialer	Auto dialer tested and properly functions	3				Pass			3	0	
Pumps	Primary and redundant pumps operate upon demand and vacates waste water from the lift station and wet well	5				Pass			5	0	
Control Panel Housing and Safety Disconnect Switch	Control Panel cover securely fastened and water tight	3				Pass			3	0	
Perimeter Fencing	Panel housing has no open penetrations	1				Pass			1	0	
Manholes, Valve Box, Wet Well, Drain fields and Septic Tanks	Lid covers are secured and locked	3				Pass			3	0	
	The concrete cover/lid is free of structural defects, no wash outs, voids, broken concrete and excess vegetation growth	3				Pass			3	0	
	Collars have no visible open holes, voids, structural failures	3				Pass			3	0	
	Area protected from maintenance & vehicular traffic, bollards are secure, free of corrosion and free of faded and peeling paint	1				Pass			1	0	
Water/Wastewater Treatment & Storage Tanks and Pressure Tanks	Fencing and System Housing	Kept locked and secured, free of excess vegetation, all fencing components are free of damage or missing components				1	Pass			1	0
		Storage building surface area has no visible open holes, voids, structural failures				1	Pass			1	0
	Pumps	All hoses and associated piping properly connected with no leaks				3	Pass			3	0
		All tanks are properly securely fastened, supported and sealed with no visible leaks				3	Pass			3	0
Roof System	Roof Type	Please note in the comments section all ROOF Types applicable and location: 1) Mineral Modified Built Up 2) Single-Ply Rubber 3) Concrete Barrel 4) Asphalt Shingle 5) Tar and Grave 6) Ballasted				Less than 10% of the roof surface is stained with algae and/or has blistered membrane	1	Pass			1
			All metal coping and/or drip edge metal, metal counter flashing, cover plates are sealed and securely fastened and not missing	3	Pass			3	0		
			All pitch pockets, membrane laps/seams and roof penetrations are sealed and watertight	1	Pass			1	0		
			Drainage system is clear of debris, functional and/or has no standing water	3	Pass			3	0		
			Surface area has no visible cracks or material separation more 1/8" wide	1	Pass			1	0		
			Less than 5% of total surface area has visible rust or rust bleed through	1	Pass			1	0		
			Membrane and/or surface area has no visible open holes, voids, visible tears or cuts and/or structural failures	3	Pass			3	0		
			No exposed membrane without graveled surface	1	Pass			1	0		
			All equipment stands are securely fastened, sealed and watertight	3	Pass			3	0		
			Lightning protection system is secured to the roof system	5	Pass			5	0		
Skylight	No lightning protection system air terminals, bases, hardware, cables/conductors, conduits and ground bars are damaged, loose or missing	5	Pass			5	0				
	Surface area has no visible open holes, voids, structural failures	3	Pass			3	0				
	Less than 10% of the skylight is stained with algae	1	Pass			1	0				
		Skylight lenses and frames are sealed, water tight and/or have no visible cracks	1	Pass			1	0			