



***Florida Department of Transportation***



**INVITATION TO NEGOTIATE**

**FLORIDA'S TURNPIKE ENTERPRISE**

**BOCA CUSTOMER SERVICE CENTER**

**ITN-DOT-10/11-8003-SM**

**FLORIDA'S TURNPIKE ENTERPRISE**

**ADVERTISEMENT**

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

Sealed Invitation to Negotiate Qualification Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) March 10, 2011**, for the following project:

**ITN-DOT-10/11-8003-SM**

**SCOPE OF SERVICES:** The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from qualified Proposers interested in participating in competitive negotiations to establish a term contract to provide support services at the Boca Customer Service Center. It is anticipated that the term of the agreement will be from the date of contract execution through sixty (60) months.

NOTE: The Department has chosen Open Ratings (a partner of Dun & Bradstreet) to assist with the evaluation process of this ITN through a report that Open Ratings will generate about your company when you provide them with requested information. The report is called "Past Performance Evaluation" (PPE), and will provide an overall rating of the vendor's past performance. This report must be submitted with your "Qualifications Questionnaire".

**It is mandatory that you order and pay for this report and submit the results with your reply to the "Qualifications Questionnaire" in order to be considered for this contract. It is pertinent that Proposers complete the information needed for the evaluation as soon as possible after receipt of the ITN package. The report must be ordered on-line at [www.ppreports.com](http://www.ppreports.com). Refer to Attachment 1L in the ITN package for further details or visit the following website.**

**HOW TO APPLY:** Prospective Proposer may request and obtain a complete Invitation to Negotiate (ITN) including specifications and general bid conditions for the above-referenced project at no cost by e-mailing their name, address, phone, and fax numbers to Ms. Sheree A. Merting, FDOT Turnpike Enterprise, at [sheree.merting@dot.state.fl.us](mailto:sheree.merting@dot.state.fl.us). **Please reference the ITN number when ordering.**

**NOTE:** In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 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.

**MFMP Transaction Fee:**

All payment(s) to the vendor(s) resulting from the contract(s) established by this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee unless the transaction is exempt from the Transaction Fee pursuant to Rule 60A-1.032, Florida Administrative Code.

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

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

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

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

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

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all contractors to regularly check this site.

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State of Florida  
Department of Transportation  
Florida's Turnpike Enterprise  
P.O. Box 613069  
Ocoee, Florida 34761

**INVITATION TO NEGOTIATE REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP  
TO THE ABOVE ADDRESS OR FAX TO (407) 264-3058**

\*\*\*\*\*

ITN Number: ITN-DOT-10/11/8003-SM

Title: Boca Raton Customer Service Center

Sealed Reply Due Date & Time: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

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

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

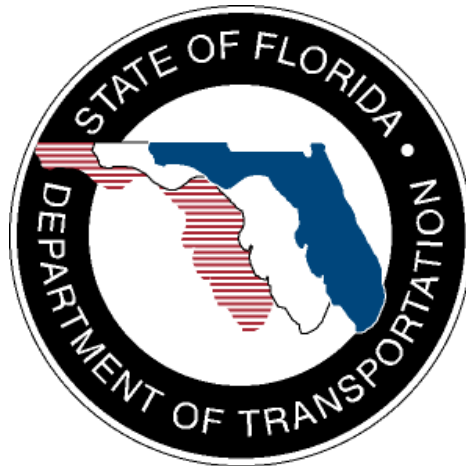
Telephone: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

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

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

For further information on this process, you may e-mail or telephone: Sheree Merting, [sheree.merting@dot.state.fl.us](mailto:sheree.merting@dot.state.fl.us), (407) 264-3495.

**State of Florida  
Department of Transportation**



INVITATION TO NEGOTIATE  
**Boca Raton Customer Service Center**

**ITN-DOT-10/11/8003-SM**

**CONTACT FOR QUESTIONS:**

Sheree Merting, Procurement Administrator  
sheree.merting@dot.state.fl.us  
Phone: (407) 264-3495  
Fax (407) 264-3058  
P.O. Box 613069  
Ocoee, Florida 34761

# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from vendors interested in participating in competitive negotiations to establish a term contract to provide staffing services for full-time and part-time positions at the Boca Customer Service Center. It is anticipated that the term of the agreement will sixty (60) months from the date of the Notice to Proceed.

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

ACTIVITY	DATE	LOCATION/TIME
Deadline for Technical Questions (There is no deadline for administrative questions)	Monday, February 21, 2011	Via email to <a href="mailto:sheree.merting@dot.state.fl.us">sheree.merting@dot.state.fl.us</a> 5:00 p.m.
Qualification Package Replies Due **(Submit 1 original and 9 copies)	Thursday, March 10, 2011	Turnpike Enterprise Headquarters at 2:30 p.m. (Note 1&2)
Opening of Qualification Package Replies	Thursday, March 10, 2011	Turnpike Enterprise Headquarters at 2:30 p.m. (Note 2&4)
Shortlist Selection Meeting	Thursday, March 24, 2011	Boca Customer Service Center at 1:00 p.m. (Note 3&4)
Shortlist Selection Posted	Friday, March 25, 2011 through Wednesday, March 30, 2011	VBS/Internet at 4:30 p.m.
Scope Clarification Meeting for Shortlisted Firms	Thursday, April 14, 2011	Boca Customer Service Center 10:00 a.m. (Note 3&4)
Technical Proposal, Step and Pay Grade Price Proposal, Comparative Price Proposals and Forms are due **(Submit 1 original and 9 copies)	Tuesday, May 17, 2011	Turnpike Enterprise Headquarters at 2:30 p.m. (Note 2&4)
Oral Presentations by shortlisted Vendors	Wednesday/Thursday, June 1 & 2, 2011	Boca Customer Service Center 8:00 a.m. to 5:00 p.m. (Note 3&4) – Time TBDL
Selection Committee Ranking of Shortlisted Firms	Wednesday, June 8, 2011	Boca Customer Service Center at 1:00 p.m. (Note 3&4)
Posting Ranking of the Shortlisted Vendors	Thursday, June 9, 2011 through Tuesday, June 14, 2011	VBS/Internet at 4:30 p.m.
Negotiations Commence	Tuesday, June 28, 2011	Boca Customer Service Center 8:00 a.m. to 5:00 p.m.(Note 3)
Posting of Intended Award	Thursday, July 7, 2011 through Tuesday, July 12, 2011	VBS/Internet at 4:30 p.m.

### NOTES:

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

Note 2 – The Turnpike Enterprise Headquarters address is **Florida's Turnpike M.P. 263.0, Turkey Lake Service Plaza, Ocoee, Florida 34761, phone #: 407-532-3999.**

Note 3 – The Boca Customer Service Center – address is **7941 Glades Road, Boca Raton, Florida 33434, phone #: 561-470-6650.**

Note 4 - All meetings listed in the Timeline, are open to the public.



### 3) PUBLIC MEETING AGENDA

#### **Agenda – Meeting to Short List**

Agenda for Meeting to Short List on ITN-DOT-10/11-8003-SM:

Starting Time: see Timeline in ITN solicitation

- Summarize evaluations of Qualification Packages received.
- Determine the number of highest ranked firms to include on Short List.
- Announce the names of the Short Listed firms and when the decision will be posted on the Vendor Bid System (VBS).
- Announce date and time for the mandatory scope clarification meeting for the shortlisted vendors.
- Adjourn meeting.

#### **Agenda – Scope Clarification (for Shortlisted Vendors)**

Agenda for Scope Clarification Meeting for ITN-DOT-10/11-8003-SM

Starting Time: see Timeline in ITN solicitation

- Department to review the Scope of Services.
- Respond to Questions from potential shortlisted vendors.
- Announce time and date the technical and price proposals are due.
- Determine order of oral presentations.
- Adjourn meeting.

#### **Agenda – Oral Presentation**

Agenda for Oral Presentation for ITN-DOT-10/11-8003-SM:

Starting Time: see Timeline in ITN solicitation

- Presentation of proposed services and capabilities by the shortlisted firm(s).
- Questions and Answers between presenting firm and Department evaluators.
- Recap and discussion among evaluation team.
- Adjourn meeting.

#### **Agenda – Meeting to Summarize & Determine Intended Award**

Agenda for Meeting to Summarize and Determine Intended Award for ITN-DOT-10/11-8003-SM:

Starting Time: see Timeline in ITN solicitation

- Recap and discussion among evaluation team(s) to determine “best value”.
- Announce Proposer determined to be “best value” as the Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

### 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).

## **SPECIAL CONDITIONS**

### 1) MyFloridaMarketPlace

Since July 1, 2003, the Department has been using the State of Florida’s web-based electronic procurement system, MyFloridaMarketPlace. VENDORS MUST BE REGISTERED IN THE STATE OF FLORIDA’S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY WILL BE CONSIDERED NON-RESPONSIVE (see Special Condition 14). All prospective vendors 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.

## **2) QUESTIONS & ANSWERS**

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by vendors will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:

**Sheree Merting, [sheree.merting@dot.state.fl.us](mailto:sheree.merting@dot.state.fl.us), P.O. Box 613069, Ocoee, Florida 34761, (407) 264-3058.**

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

## **3) CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)**

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply. All addenda will be acknowledged by signature and subsequent submission of addenda with reply when so stated in the addenda.

## **4) BEST VALUE SELECTION & PUBLIC MEETINGS**

The Department intends to contract with the responsive and responsible Vendor whose proposal is determined by the Technical Review Team to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Team. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

## **5) EVALUATION & SELECTION COMMITTEE**

The Evaluation and Selection Committee will be composed of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program area for which the commodities and/or contractual services are sought. The team will be involved in the reviews/evaluations, oral presentations, negotiations, and recommendation for award. The team leader, usually the project manager, will ensure consistent scoring and documentation to facilitate and support a consensus decision for the intended award. The Evaluation and Selection Committee will provide a short plain statement for the procurement file that explains the basis for vendor selection and how the vendor's

deliverables and price will provide the best value to the state.

## 6) **SCOPE OF SERVICES**

Details of the desired commodity/services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services/Specifications, 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.

## 7) **MANDATORY SCOPE CLARIFICATION CONFERENCE FOR THE SHORTLISTED VENDORS**

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

**Attendance at this scope clarification conference is MANDATORY.** Failure by a shortlisted vendor to attend or be represented at this scope clarification conference will constitute a non-responsive determination of their reply package. Replies found to be non-responsive will not be considered.

## 8) **QUALIFICATIONS**

### 8.1 **Qualifications Questionnaire**

Interested vendors must complete and submit the "Qualifications Questionnaire" and provide the Dun & Bradstreet Report specified in Exhibit "B", to show that they have the necessary qualifications, experience, and capability to meet the requirements of the Department in providing contract staffing services at the Boca Customer Service Center, as specified in the Scope of Services/Specifications. The replies to the "Qualifications Questionnaire", the information provided in the Dun & Bradstreet report, and the information provided by the vendors in their submittals will be reviewed and evaluated to determine the short-list of vendors that are best able to meet the requirements of the Department and proceed to Step 4 in the competitive negotiation process.

### 8.2 **Authorized To Do Business in the State of Florida**

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign 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

### 8.3 **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

#### 8.4 E-Verify Utilization

The Florida Department of Transportation shall require the following as a condition of all contracts:

The Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

### **9) DIVERSITY ACHIEVEMENT**

#### **MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. 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 contract vendor will be asked to submit payment certification for MBE subcontractors used.

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

### **10) 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.

### **11) REVIEW OF VENDOR'S FACILITIES & QUALIFICATIONS**

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

Should the Department determine that the reply/proposed negotiations have material misrepresentations or that the size or nature of the Vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the reply/proposal.

### **12) PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS**

Any person who is adversely affected by the contents of this Invitation to negotiate must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, and

2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

### **13) UNAUTHORIZED ALIENS**

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

### **14) FLORIDA IN-STATE PREFERENCE**

In order to achieve the 2010 legislative goal of employment of Florida residents, ensuring that the expenditure of state funds benefits Florida residents, and encouraging economic development within the state of Florida, the Department shall give preference to vendors that have a principal place of business in Florida and commit to the use of Florida residents, Florida products, and Florida based subcontractors in fulfilling their contractual obligations (this practice shall hereinafter be referred to as "in-state preference"). In-state preference may only be considered as a factor in the evaluation on contracts that meet the following criteria:

- a) Non-federally funded;
- b) Expending funds provided in the General Appropriations Act for the 2010-2011 fiscal year;
- c) For the purchase of goods and services;
- d) In excess of \$5 million per year.

For contracts that meet the above stated criteria and when other factors are equal, in-state preference shall be a factor in the evaluation based on the information submitted by vendors for this solicitation on the "In-State Preference Form", #375-040-56, to certify the use of Florida residents, Florida products, and Florida based subcontractors where possible and practicable. In-state preference will not apply to any contract funded prior to June 1, 2010.

### **15) RESPONSIVENESS OF REPLIES**

#### **15.1 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.

#### **15.2 Other Conditions**

Other conditions which may cause rejection of replies include, but are not limited to, evidence of collusion among Vendors, 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.

### **16) 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.

**17) ATTACHMENT TO ITN SUBMITTALS - CONFIDENTIAL MATERIAL**

The Vendor 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 ITN-DOT-10/11-8003-SM - Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.

**18) COSTS INCURRED IN RESPONDING**

This Invitation to Negotiate 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.

**19) MAIL OR DELIVER REPLIES TO: (DO NOT FAX)**

**Florida Department of Transportation  
Florida's Turnpike Enterprise  
Turkey Lake Service Plaza, Bldg. 5315  
Florida's Turnpike, Milepost 263  
Ocoee, Florida 34761  
Phone # (407) 264-3495**

**Submit one original and nine (9) copies of your reply.** 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 vendor's responsibility to assure that the reply is delivered to the proper place on or before the Reply Due date and time (See Introduction Section 2 Timeline). Replies which for any reason are not so delivered will not be considered.

**20) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Vendors 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 vendor. Upon receipt and acceptance of such a request, the entire reply will be returned to the vendor and not considered unless resubmitted by the due date and time. Vendors 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.

**21) 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 in the Timeline (See Introduction Section 2 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.

**22) QUALIFICATIONS QUESTIONNAIRE/SHORT-LIST CRITERIA**

The initial replies will be evaluated qualitatively for each of the criteria addressed in the "Qualifications Questionnaire", which are listed here in the order of importance:

- Business Structure
- Qualifications
- Experience
- Management Team
- References
- Financial Capability
- Dun & Bradstreet Reports

The review/evaluation of the responses to this questionnaire will not be included in decisions beyond determining the initial short-list of vendors to proceed in the ITN process.

## **23) PROPOSAL REQUIREMENTS**

### 23.1 Proposal Copies

The Proposer shall submit ten (10) copies of their proposal; one of which shall be an original and the others may be copies. The Department reserves the right to make additional copies of this material for its own use during the evaluation process.

### 23.2 Proposal Content

#### **Written Technical Proposal**

- a. **Executive Summary:** The proposer shall provide an Executive Summary to be 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.
- b. **Administration and Management Plan:** The Proposer shall provide an administration and management plan that describes the propose organization's administration, management, and management personnel to be assigned to the project. This will include the percent of time that each individual assigned to the program will devote to the project, and the effort that top management will commit towards support of the program. The Proposer shall provide resumes of the management personnel assigned to the project as an appendix to the technical proposal.
- c. **Reporting Plan:** The Proposer shall provide an in depth plan on the proposed reporting plan, detailing how the Proposer will accomplish the objectives of reporting outlined in section 9.0 of Exhibit "A".
- d. **Recruitment, Retention, and Incentive Plan:** The Proposer shall provide an in depth plan on the proposed recruitment, retention, and motivation of representatives to fulfill the criteria as outlined in section 6.3.3, 6.3.4, 6.3.5, and 6.3.6 of Exhibit "A".
- e. **Quality Control Plan:** The Proposer shall provide an in depth plan on the proposed quality control criteria as given in section 12.0 of Exhibit "A".
- f. **Implementation Schedule and Plan:** The Proposer shall provide an in depth plan and schedule for the implementation of the project, outlining all task necessary to achieve a fully staffed and trained (startup levels) Call Center including all equipment and supplies.

## Written Step and Grade Pay Plan and Comparative Price Proposal

- a. The Proposer shall complete Exhibit "C" Schedule 1a through 1f to reflect the envisioned pay plan for the representatives consisting of a schedule for each fiscal period.
- b. The Proposer shall complete Exhibit "C" Schedule 2a through 2f to reflect the average pay for each grade, as entered on Exhibit "C" Schedule 1a through 1e. The average pay for each grade will be calculated by adding all steps for the particular grade together and dividing by the number of steps, (i.e. steps 1,2,3,4 added together and divide by four [4]). That product will then be transferred to the column marked "*Average Hourly Rate by Grade*" on Exhibit "C" Schedule 2a through 2f. Those hourly rates will then be multiplied by the quantity of hours column giving a total salary cost for the Position by grade. When this sum is totaled at the bottom of the sheet this will give a comparative total salary structure for the fiscal period for the project.
- c. The proposer shall complete Exhibit "C" Schedule '3a' with a multiplier a fixed percentage for each fiscal period to cover payment for items as outlined in Exhibit "B" Section 3.0 (b).
- d. The proposer shall complete Exhibit "C" Schedule Summary by inserting the totals of schedule 3a through 3f in the corresponding Total Salary Cost for each fiscal period. Next transfer the multiplier Schedule 2a through 2f for each fiscal period to the corresponding location on Exhibit "C" Schedule Summary. The total salary cost (schedule 3a-3f), plus the fixed amount for the pay for performance potential award, multiplied by the overhead and profit multiplier and then added to obtain the TOTAL AMOUNT OF THIS PROPOSAL for initial length of the contract.

## 24) ORAL PRESENTATIONS

The vendors selected for the short-list will each be scheduled to meet with the Evaluation and Selection Committee provide an oral technical presentation of their firm's capabilities and approach to the Scope of Services beginning on the date, time and location in the Timeline (See Introduction Section 2 Timeline). Short-listed vendors will be notified of a time and date for oral technical presentation. Oral technical presentation sessions are open to the public.

These oral technical presentations will be used to present the vendor's approach and improve understanding about the Department's needs and expectations with questions and answers at the end of the vendor's oral technical presentation. The Evaluation and Selection Committee will participate in all presentations. After each oral technical presentation, each individual on the Evaluation and Selection Committee will complete a written summary evaluation of each vendor's technical approach and capabilities.

### 24.1 Oral Presentation Guidelines

The following guidelines shall govern the oral presentations:

Thirty (30) minutes for the presentation by the Proposer followed by up to forty-five (45) minutes for questions by the Department.

Wrap-up statements are disallowed unless completed within the Proposer's thirty (30) minute presentation time frame.

Attendance by the proposed Key Personnel as identified in the qualifications questionnaire is highly desirable but not mandatory and the proposed project manager for the Proposer should be



the key presenter.

Orals will be tape recorded by the Department and/or by others.

Presentations will be held at the located listed in the Timeline (see Section 2 of the Introduction Section).

Members of the Evaluation and Selection Committee will attend the oral presentations and may ask questions if they so desire. Once the presentation is over, the Proposer will be excused. The Proposer may bring any relevant staff listed in the Qualification Questionnaire they feel relevant for this presentation. However, there will be only one presenter who will present and answer all questions posed by the Evaluation and Selection Committee; the presenter will be allowed to consult with staff before answering if necessary

## **25) PROPOSAL EVALUATION**

### **25.1 Evaluation Process**

After oral presentations the Evaluation and Selection Committee will be evaluate and grade in accordance with the criteria detailed below.

a. **Technical Proposal** (90 Points)

Technical evaluation is the process of reviewing the Proposer's Management Plan, and Technical Plan Comparative Price Proposal for understanding of project, qualifications, approach and capabilities, to assure a quality product.

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

**Point Value**

- |                    |      |
|--------------------|------|
| 1. Management Plan | 0-55 |
| 2. Technical Plan  | 0-35 |

b. **Comparative Price Proposal** (10 Points)

Price Proposal evaluation is the process of examining a Proposer's price. For each fiscal period, which will be evaluated using the present value methodology as required by section 287.0572, Florida Statues. A present value discount rate of 1.96% shall be used in the evaluation. The price analysis will be conducted by a comparison of the present value of each Proposer's proposal. The criteria for price evaluation shall be based upon the following formula:

$(\text{Lowest Present Value Price} \div \text{Proposer's Present Value Price}) \times \text{Max. Points}$   
 $(10) = \text{Proposer's Total Price Points}$

The lowest present value proposal price will be divided by the Proposer's present value price. The results will be multiplied by the maximum price proposal points (10) to arrive at the total price points for the Proposer.

## **26) PROPOSED NEGOTIATION PROCESS**

The Department reserves the right to negotiate separately with competing Proposers, as set out below. The participating Proposers should be cognizant of the fact that the Department, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that the Department determines such selection would be in the best interest of the State. Replies should be prepared to 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 Agent" identified on the cover page by the date and time listed in the Timeline (see Section 2 of the Introduction Section).

- State of Florida "Acknowledgement Form" - Completed and signed.
- Qualifications Questionnaire - with additional sheets as needed to address and respond to all questions completely (see Special Condition 8)
- Dun & Bradstreet Supplier Evaluation Report requested in Form 1.

**Step 2)** The Evaluation and Selection Committee, composed of at least three members, will evaluate the replies individually and rank the received Qualifications Questionnaire timely with the intention of selecting the best-qualified Proposers to proceed. The Evaluation Scores of the Qualifications Questionnaire will determine the Proposers for the "short-list" selection of best-qualified Proposers which will be posted in accordance with law and rule (See Special Condition 27).

**Step 3)** Posting of Short-list for 72 hours on Proposer Bid System.

**Step 4)** Scope Clarification Meeting will be conducted at the date, time and location in the Timeline (see Section 2 of the Introduction Section).

**Step 5)** Technical Proposal and Exhibit "C" (Step and Grade/Comparative Price Proposal) due from shortlisted Proposers.

**Step 6)** Scheduled Oral Presentation will begin with all short listed Proposers. After each oral presentation, the Evaluation and Selection Committee will complete a written summary evaluation of each Proposer's technical approach and capabilities.

**Step 7)** Following the oral presentations, the Evaluation and Selection Committee will individually rank Proposers, in order of preference. The Individual rankings will be compiled.

**Step 8)** Posting of Ranking for 72 hours on the Vendor Bid System.

**Step 9)** Once the posting period has ended, the Evaluation and Selection Committee 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 such 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

**Step 10)** Posting of Negotiation Tabulation (Notice of Intended Award) for 72 hours on the Vendor Bid System.

**Step 11)** Executed contract with the most responsible and responsive Proposer.

## **27) POSTING OF SHORTLIST, RANKING AND/OR INTENDED AWARD**

27.1 The Shortlist, Ranking and/or Intended Award, as applicable, will be made to the responsive and responsible vendor(s) which are determined to be capable of providing the best value and best meet the needs of the Department. The Shortlist, Ranking, or Intended Award decision will be announced at the date, time and location in the Timeline.

27.2 The Department's decision will be posted on the Florida Vendor Bid System, at [www.myflorida.com](http://www.myflorida.com),

(click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any vendor 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, Room 550, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

3. If the Department is unable to post as defined above, the Department will notify all vendors by electronic notification on the Florida Vendor Bid System (see special condition 24.2, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

## **28) AWARD OF THE CONTRACT**

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

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

## **29) LIABILITY INSURANCE**

The Proposer shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance has been received by the Department. Nor shall the Proposer allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Proposer shall submit the required Certificates of Insurance to the Florida Department of Transportation, Procurement Office, Sheree Merting, sheree.merting@dot.state.fl.us, MP 263, Building No. 5315, Ocoee, FL 34761, 407-264-3495 & fax #407-264-3058 within ten (10) days after the ending date of the period for posting the intended award decision.

No general liability insurance is required.

The Proposer must carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000.00 per person and \$ 2,000,000.00 each occurrence, and property damage insurance of at least \$ 50,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Proposer must have and maintain during the period of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, F.S., and Section 337.106, F.S., with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional

services to be rendered in accordance with this Agreement in such the amount of \$ \_\_\_\_\_. The Proposer shall maintain professional liability coverage for a minimum of three years after completion of the services rendered herein.

All insurance policies shall be with insurers qualified and licensed to do business in the State of Florida.

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

### **30) PERFORMANCE BOND**

A Performance Bond is not required for this project.

### **31) ATTACHMENTS**

- a. Exhibit "A", Scope of Services
- b. Exhibit "B", Method of Compensation
- c. Exhibit "C", Step and Grade and Comparative Price Proposal
- d. Standard Written Agreement
- e. Attachment "A", Position Descriptions
- f. Attachment "B", Disbursement of Previous Payment
- g. Attachment "C", Certificate of Completion

### **32) ATTACHED FORMS**

- a. Form 1 – Qualification Questionnaire (Attachments 1a through 1m)
- b. Form 2 – MBE Planned Utilization (Form 375-040-24)
- c. Form 3 – Bid Opportunity List
- d. Form 4 - In-State Preference (Form 375-040-56)
- e. Form 5 – Certification of Acceptable Driving Record (375-040-39)
- f. Form 6 – Corporate Resolution (If person signing for the firm is someone other than the Owner President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished with the Technical Proposal Package.)

### **33) TERMS AND CONDITIONS**

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

Standard Written Agreement  
Special Conditions  
Scope of Services/Specification  
Price Proposal Form

### **34) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS**

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

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





**INVITATION TO NEGOTIATE**

**FLORIDA'S TURNPIKE ENTERPRISE**

**PUR 1000 GENERAL CONTRACT CONDITIONS**

**BOCA RATON CUSTOMER SERVICE CENTER**

**FLORIDA'S TURNPIKE ENTERPRISE**

**State of Florida  
PUR 1000  
General Contract Conditions**

**Contents**

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

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

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

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

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

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

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

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

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

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

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

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

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

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



Contract would result in a substantial loss.

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

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

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

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

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

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

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

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

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

disposition of rejected product.

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

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

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

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

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

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

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

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

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

costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

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

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

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

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not

furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the

performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

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

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

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

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

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

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

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

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

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

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request,

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

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

**34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

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

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

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

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

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

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

information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

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

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

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

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

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

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

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



**INVITATION TO NEGOTIATE**

**FLORIDA'S TURNPIKE ENTERPRISE**

**PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS**

**BOCA RATON CUSTOMER SERVICE CENTER**

**FLORIDA'S TURNPIKE ENTERPRISE**



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

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

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

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

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

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

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

- Technical Specifications,
- Special Conditions and Instructions,

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

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

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

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

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

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

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

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may

be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

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

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

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

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

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

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

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

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

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

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

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

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

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



***Florida Department of Transportation***



**INVITATION TO NEGOTIATE**

**FLORIDA'S TURNPIKE ENTERPRISE**

**FORMS**

**BOCA CUSTOMER SERVICE CENTER**

**FLORIDA'S TURNPIKE ENTERPRISE**

**FORM 1**  
**QUALIFICATIONS QUESTIONNAIRE**

**INTRODUCTION**

The Proposer is required to complete and return this Qualification Questionnaire (Form 1) and all related information and required materials for the Orlando Customer Service Center, ITN-DOT-09/10-8004-SM, Florida Turnpike Enterprise, hereinafter referred to as the Department.

The Proposer must be able to demonstrate that it is capable of providing the qualified staffing for a customer service Contact Center. Additionally, the Proposer must demonstrate the requisite knowledge, skills and abilities to provide those services and other activities necessary to meet all requirements of the Invitation to Negotiate (ITN), through use of Proposer's resources and as necessary, subcontractor resources.

Failure to properly complete this Qualification Questionnaire (Form 1) or to provide requested related information, either in part or in its entirety, may result in the rejection of the Proposer's application for qualification. If the Proposer's Qualification Questionnaire is rejected, the Proposer's Proposal will not be considered.

**NOTE:**

When completing the Proposer's Qualification Statements, the Proposer is required to use either black ink or typewriter (black ribbon) and affix signatures where required.

**NOTICE:**

APPLICANTS FOR QUALIFICATION ARE HEREBY NOTIFIED THAT INTENTIONAL INCLUSION OF FALSE, DECEPTIVE OR FRAUDULENT STATEMENTS ON THIS APPLICATION CONSTITUTES FRAUD. FURTHERMORE, APPLICANTS ARE HERewith NOTIFIED THE STATE OF FLORIDA CONSIDERS SUCH ACTION ON THE PART OF AN APPLICANT TO CONSTITUTE GOOD CAUSE FOR DENIAL OF QUALIFICATION FOR BIDDING ON STATE PROJECTS LET TO CONTRACT BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

## QUALIFICATION QUESTIONNAIRE

### I. BUSINESS STRUCTURE:

- A. The Proposer shall provide the identity of the legal entity that will contract with the Department and will be responsible for performance, management structure, and capabilities of the Proposer and of all subcontractors. This shall include, for each firm, an overview of the organization, its history, general business purpose, parent company, if appropriate, major divisions or subsidiaries, location of offices, and number of employees, and related pertinent information. The Proposer shall provide a corporate organization chart that shows the Project Manager and any key staff not reporting directly to the Project Manager and their relationships to other corporate management.
- B. The Proposer shall show proof of, or the ability to obtain the following types of insurance:

1. Worker's Compensation Insurance

Statutory Worker's Compensation Insurance for all of the Contractor's employees connected with the work involved in this Contract, as required by the laws of the State of Florida. Similarly, for work that is sublet or subcontracted, the CONTRACTOR shall require the subcontractor to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the DEPARTMENT, for the protection of employees not otherwise protected.

Employer's Liability of at least one million dollars (\$1,000,000) for bodily injury by accident (each accident); one million dollars (\$1,000,000) for bodily injury by disease (policy limit); and one million dollars (\$1,000,000) for bodily injury by disease (each employee). These limits may be in combination with an umbrella liability policy.

2. Comprehensive Commercial General Liability.

Contractor's Comprehensive Commercial General Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injuries by accident, each accident, or death of one (1) person, and, subject to that limit for each person, a total limit of two million dollars (\$2,000,000) for all damages arising out of bodily



injuries to, or death of two (2) or more persons in any one (1) occurrence, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than fifty thousand dollars (\$50,000) for all damages arising out of injury to, or destruction of, property in any one (1) occurrence and subject to that limit per occurrence, a total (or aggregate) limit of one hundred thousand dollars (\$100,000) for all damages arising out of injury to or destruction of property during the policy period. If any part of the work is subcontracted, similar insurance shall be provided by or in behalf of the subcontractor(s) to cover their operations. The Contractor should also provide liability insurance coverage for the forklift.

The Contractor's policy shall name the DEPARTMENT and the State of Florida as Additional Named Insured for the awarded Contract.

3. Broad Form Property Damage Coverage, Products, and Completed Operations Coverage

The Contractor's Liability Policy shall include Broad Form Property Damage Coverage, Products, and Completed Operations Coverage.

4. Contractual Liability-Work Contracts

Contractual Liability Coverage designed to protect the CONTRACTOR for contractual liabilities assumed by the CONTRACTOR in the performance of this Contract.

5. Commercial Umbrella Liability Coverage

The CONTRACTOR'S commercial umbrella liability coverage to apply excess of the Commercial General Liability (or Public Liability), Commercial Automobile Liability and Employer's Liability Limit:

Occurrence limit: five million dollars (\$5,000,000).

Aggregate limit: five million dollars (\$5,000,000).

6. Other Insurance Requirements

In addition to the above requirements, all insurance policies required by these sections, where appropriate:

- a. Shall name the DEPARTMENT and the State of Florida as additional named insured;
- b. Shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another; and,
- c. Shall contain endorsements providing that the CONTRACTOR'S policies shall be primary to all other insurance available to the State for liability arising out of or resulting from CONTRACTOR'S operations under the Contract.

- d. The CONTRACTOR shall submit to the DEPARTMENT Certificates of Insurance when returning Contractor executed contracts prior to Department execution.

**TEAM:**

- A. Identify the office that will be responsible for the Contract as well as other offices of the firm, which may support the project.

The Proposer shall provide information on the following attachments (1F through 1G) for the project management team, which will be directly responsible for the Orlando Customer Service Center Contract.

The Proposer is advised that some or all of the individuals named in this project management team statement may be contacted or required to attend an interview with the Department if additional information is required for the purpose of clarifying the qualifications of the project management team and information furnished.

The Proposer shall include information sheets for the following key members of the project management team:

- Program Director (Attachment 1F)
- Any other key personnel as determined by Proposer (Attachment 1G)

Note: Some of the above areas of expertise need to be available and usable, but may not necessarily be a full time requirement, unless ITN requirements warrant. The Proposer should use careful judgment in the assignment of all personnel, and, may offer less than full time assignment for certain areas of expertise, if all ITN requirements can still be met. Multiple assignments to an individual are also acceptable, if the person has the requisite experience and knowledge, and all ITN requirements can still be met. This will enable the Proposer to provide the most efficient and cost effective proposal.

- B. Identify participating firms (subcontractors) and office locations (Attachment 1K) including points of contact and telephone numbers and whether any team members are certified minority business enterprises.
- C. Provide an organizational chart related to the project that includes the names, titles, and percentage of time allocated to this project of key personnel for each firm and attach resumes.

The Proposer shall identify all key personnel by name, title, and company (prime or named subcontractor) on a proposed project organization chart.

**II. QUALIFICATIONS:**

- A. Identify qualifications to perform the work set forth in the Scope of Services including, but not limited to examples of work, capabilities and availability of personnel, facilities and equipment in the following areas:
1. Demonstrate that the Proposer has the requisite experience in staffing of customer service contact centers on comparable projects. Experience in recruitment, employee benefits, retention and training are some of the areas of expertise that will be considered.
  2. Using the resume summaries included (Attachment 1F through 1G) with these Qualification Statements, the Proposer shall demonstrate employment by the Proposer or subcontractor, of staff with experience in the following areas:
    - Contact Center Management
    - Project Management
    - Acquisition & Implementation Management
  3. Demonstrate Proposer's capability of providing experienced individual(s) in each of the labor categories listed herein.
  4. Show proof of Proposer's actual experience in performance of the ITN requirements to help demonstrate that Proposer will act as a true prime Contractor.

**NOTE**

**(a.):** The Proposer may use subcontractor experience in meeting the requirements of paragraphs 1 through 3 above. Subcontractor abilities and experience may not be used to meet the requirements of paragraph 4.

**(b.):** The Proposer shall provide details of its qualifications and the qualifications of all subcontractors, which meet these minimum requirements.

- B. Identify qualifications to perform services related to, but not specifically defined in the Scope of Services.
- C. Identify where the services on Attachments 1C. and 1D. were provided on a day-to-day basis by full-time "in-house" employees, or were provided on a subcontracted basis by "freelance" personnel.

### **III. Experience**

The Proposer shall furnish documentation of the firm's own experience (Attachment 1A), and the experience of all major subcontractors (Attachment 1B). This documentation will be for at least the past five (5) years, in the management and operation of a customer service organization. This experience shall include, but not be limited to, recruitment, retention, employee benefits, training, acquisition and implementation, management and other experience necessary to meet all requirements of this ITN. The Proposer's experience statements shall include past experience and present contracts, and provide details on industry's serviced, descriptions of active and completed projects similar to this project including starting date and completion date or anticipated completion date, budget, client's evaluation of performance if available, and references including contact and telephone number and any other appropriate information needed to show requisite experience, knowledge and ability in this area of expertise. This information is to be provided for the prime and subcontractors.

The Proposer's descriptions shall highlight any significant similarities or differences to the system and services described in this ITN. The Proposer shall provide information on all required performance measurements for all projects over, at a minimum, the last two (2) years and if they adhered to the budget(s) for each project. The Proposer shall also furnish the names, titles, addresses, and phone numbers of persons who may be contacted by the Department for verification of the information provided. The Proposer shall provide this information within the following STATEMENT OF EXPERIENCE (Attachments 1A), the LIST OF COMPLETED PROJECTS (Attachments 1C), and the LIST OF CURRENT PROJECTS (Attachments 1D).

### **V. Reference Checks**

The Department may choose to perform reference checks on one or more, but not necessarily all of the Proposers. Some, but not necessarily all of the purposes for reference checks, if performed, will be to determine the level of satisfaction and quality of service provided by the Proposer to present and/or past clients in the areas of:

- General performance of the proposed services
- Technical competency
- Compliance with implementation plans
- Project management
- Working within the projected dollar amounts
- General responsibilities
- Contract compliance
- Customer satisfaction

- Adherence to project schedule
- Employee Satisfaction

\*Note: The results of the reference checks, if performed, may be graded as part of the overall evaluation.

## **VI. Financial Capability**

The Proposer and all major subcontractors shall provide evidence of each firm's financial condition, sufficient in detail to demonstrate its ability to perform all the Contract services required.\*

The evidence submitted must include audited financial statements, including all schedules, notes, and the opinion of the independent accounting firm, for the three (3) most recently completed fiscal years. The statements must represent the entity submitting the Proposal which will be responsible for performance of all services, not a subsidiary or parent of the Proposer. Proposers and major subcontractors may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer of the firm, if such interim information is necessary to provide all of the information required by the State.

**\* Note: submitting copies of annual reports can fulfill this requirement.**

**FORM 1, ATTACHMENT 1A**  
**STATEMENT OF EXPERIENCE (Proposer)**

Name of Proposer \_\_\_\_\_  
Address of principal office \_\_\_\_\_

The signatory of this questionnaire must certify to the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Corporation\_\_\_\_Partnership\_\_\_\_Individual\_\_\_\_Joint Venture\_\_\_\_.  
(Check where applicable)

If a partnership, on a properly identified attachment, indicate general partner and list names and addresses of all partners.

If a corporation, on a properly identified attachment, list name of officers, directors and state of incorporation.

If a joint venture, on a properly identified attachment, list names and addresses of joint venture's and if any joint venture is a corporation, a partnership, or joint venture, list same information for each such corporation, partnership and joint venture.

If the applicant is a corporation, partnership or joint venture, it must submit its corporation certification, partnership agreement or joint-venture agreement, respectively.

Is Proposer licensed to do business in Florida? Yes \_\_\_\_ No \_\_\_\_  
License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Federal Employer Identification Number \_\_\_\_\_

How many years has Proposer been in business under present business name?  
\_\_\_\_\_ years

How many years experience does Proposer have as a prime contractor, subcontractor and supplier in Customer Service Staffing and Call Center Management and support work similar to the specified work? \_\_\_\_\_ years

Prime Contractor? \_\_\_\_\_ years  
Subcontractor? \_\_\_\_\_ years  
Supplier? \_\_\_\_\_ years

**FORM 1, ATTACHMENT 1B**  
**STATEMENT OF EXPERIENCE (Sub)**

Name of Subcontractor \_\_\_\_\_  
Address of principal office \_\_\_\_\_

The signatory of this questionnaire must certify to the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Corporation\_\_\_\_Partnership\_\_\_\_Individual\_\_\_\_Joint Venture\_\_\_\_.  
(Check where applicable)

If a partnership, on a properly identified attachment, indicate general partner and list names and addresses of all partners.

If a corporation, on a properly identified attachment, list name of officers, directors and state of incorporation.

If a joint venture, on a properly identified attachment, list names and addresses of joint venture's and if any joint venture is a corporation, a partnership, or joint venture, list same information for each such corporation, partnership and joint venture.

If the applicant is a corporation, partnership or joint venture, it must submit its corporation certification, partnership agreement or joint-venture agreement, respectively.

Is Subcontractor licensed to do business in Florida? Yes \_\_\_\_ No \_\_\_\_  
License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Federal Employer Identification Number \_\_\_\_\_

How many years has Subcontractor been in business under present business name? \_\_\_\_\_ years

How many years experience does Subcontractor have as a prime contractor, subcontractor and supplier in Customer Service Staffing and Call Center Management and support work similar to the specified work? \_\_\_\_\_ years

Prime Contractor? \_\_\_\_\_ years  
Subcontractor? \_\_\_\_\_ years  
Supplier? \_\_\_\_\_ years

**FORM 1, ATTACHMENT 1C  
LIST OF COMPLETED PROJECTS**

The Proposer shall list all projects or programs the Proposer has completed and which have been accepted in the customer service contact center industry during the past three (3) years. These programs shall include contact centers with at least one hundred (100) contact center representatives. The Proposer shall ensure that the Principal Contact and telephone number information is current, so the Department may contact the customer (attach additional sheets as necessary).

**PROPOSER (CONTRACTOR)**

1. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Project Type	
Number of Representatives	
Contract Start Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

2. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Project Type	
Number of Representatives	
Contract Start Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	



3. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Project Type	
Number of Representatives	
Contract State Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

**FORM 1, ATTACHMENT 1D**  
**LIST OF CURRENT PROJECTS UNDER CONTRACT**

The Proposer shall list all projects or programs the Proposer currently has under contract. These programs shall include contact centers with at least one hundred (100) contact center representatives. The Proposer shall ensure that the Principal Contact and telephone number information is current, so the Department may contact the customer (attach additional sheets as necessary).

**PROPOSER (CONTRACTOR)**

1. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Project Type	
Number of Representatives	
Contract State Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

2. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Project Type	
Number of Representatives	
Contract State Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

3. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Project Type	
Number of Representatives	
Contract State Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

**FORM 1, ATTACHMENT 1E**  
**REQUIRED BACKGROUND INFORMATION**

**PROPOSER (CONTRACTOR)**

1. Has firm, or any officer or partner thereof, failed to complete a contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide details on a properly identified attachment.

2. Is any litigation pending against firm or its officers?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide details on a properly identified attachment.

3. During the past five years, has firm submitted a bid on a competitive bid (or Request for Proposal) project on which Proposer was the low bidder (or selected proposer) but a contract was not executed?

Yes \_\_\_ No \_\_\_

If yes, provide details on a properly identified attachment.

4. During the past five (5) years, has firm paid liquidated damages on a project?

Yes \_\_\_ No \_\_\_

If yes, provide details on a properly identified attachment.

**FORM 1, ATTACHMENT 1F  
PROJECT MANAGEMENT TEAM**

**Program Director**

The Proposer shall submit a properly identified, detailed resume for this person which shall list the person's education, relevant professional experience and qualifications for this position on the project management team. In addition, the Proposer shall supply the information requested below:

Name	
Title	
What percentage of his/her time will this person devote to this Project?	
Is this individual currently employed by Proposer?	Yes ___ No ___
If yes, number of years employed	
Is this individual currently employed by Proposer's subcontractor?	Yes ___ No ___
If yes, number of years employed	
If this individual is not currently employed by Proposer or Proposer's subcontractor, does the Proposer or subcontractor have a Letter of Commitment from this individual?	Yes ___ No ___
Current employer name	
Address	
Address	
City, State ZIP	
Telephone number	

The Proposer shall list at least one (1) or more project(s) where this individual has had the responsibilities and has performed the duties similar to the Project responsibilities and duties being proposed:

Project name	
Customer name	
Start and end dates of project assignment	
Address	
Address	
City, State ZIP	
Telephone number	

The Proposer may list additional project responsibilities and duties for this individual on a properly identified attachment.

**FORM 1, ATTACHMENT 1G  
PROJECT MANAGEMENT TEAM**

**Any other key personnel as determined by Proposer**

The Proposer shall submit a properly identified, detailed resume for each person which shall list the person's education, relevant professional experience and qualifications for this position on the project management team. In addition, the Proposer shall supply the information requested below:

Name	
Title	
What percentage of his/her time will this person devote to this Project?	
Is this individual currently employed by Proposer?	Yes ___ No ___
If yes, number of years employed	
Is this individual currently employed by Proposer's subcontractor?	Yes ___ No ___
If yes, number of years employed	
If this individual is not currently employed by Proposer or Proposer's subcontractor, does the Proposer or subcontractor have a Letter of Commitment from this individual?	Yes ___ No ___
Current employer name	
Address	
Address	
City, State ZIP	
Telephone number	

The Proposer shall list at least one (1) or more projects where this individual has had the responsibilities and has performed the duties similar to the Project responsibilities and duties being proposed:

Project name	
Customer name	
Start and end dates of project assignment	
Address	
Address	
City, State ZIP	
Telephone number	

The Proposer may list additional project responsibilities and duties for this individual on a properly identified attachment.

**FORM 1, ATTACHMENT 1H**  
**BUSINESS REFERENCES**

The Proposer shall provide a list of references for itself and all major subcontractors. The references provided shall be for customers with whom the Proposer or major subcontractor had a contract.

Firm or Agency	
Type of program	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

Firm or Agency	
Type of program	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

Firm or Agency	
Type of program	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

Firm or Agency	
Type of program	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

**FORM 1, ATTACHMENT 11**  
**PROPOSERS LABOR FORCE**

The Proposer shall provide information about the Proposer's labor force that will be available to provide contact center support work in the following categories, specifying numerical values in each column.

LABOR CLASS	ON STAFF	THIS PROJECT	SUBCONTRACTOR
Program Director			
Project Manager*			
Other (specify)			

\* In reference to implementation of project.



**FORM 1, ATTACHMENT 1J**  
**Proposer's Financial References**

The Proposer shall provide bank references including individuals the Department may contact regarding the financial responsibility of the Proposer.

Name of bank	
Officer to contact	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

Firm or Agency	
Officer to contact	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

Firm or Agency	
Officer to contact	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

The Proposer shall provide a Surety company or companies including individuals the Department may contact regarding the financial responsibility and general reliability of the Proposer.

Name of Surety	
Name of Local Agent	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

Name of Surety	
Name of Local Agent	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Contact	

**FORM 1, ATTACHMENT 1K  
SUBCONTRACTOR APPROVAL LIST**

This form is included as a Proposal requirement to assist the Department in the evaluation of the subcontractor(s) proposed by the Proposer for the work under this ITN. The Proposer shall attach a list of related project experience, including description of work, location, percentage amount of contract dollar value, and date work was completed.

Once approved by the Department, subcontractor substitutions, additions, or replacements must receive prior written approval. *All subcontractors assigned more than five percent (5%) of the Contract dollar value per year are considered Major Subcontractors and must be listed.*

The Proposer shall also provide identification of all major subcontractors who are Minority Business Enterprises (MBEs).

1. Major Subcontractor	
Firm Name	
MBE?	
Principal Contact	
Title	
Telephone Number	
Address 1	
City, State ZIP	
Project Name	
Project Description	
Project Location	
Percentage Amount of Prime Contract Value	
Date Work Began	
Scheduled End Date	
Other Pertinent Information	

2. Major Subcontractor	
Firm Name	
MBE?	
Principal Contact	
Title	
Telephone Number	
Address 1	
City, State ZIP	
Project Name	
Project Description	
Project Location	
Percentage Amount of Prime Contract Value	
Date Work Began	
Scheduled End Date	

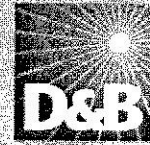
Other Pertinent Information	
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3. Major Subcontractor	
Firm Name	
MBE?	
Principal Contact	
Title	
Telephone Number	
Address 1	
City, State ZIP	
Project Name	
Project Description	
Project Location	
Percentage Amount of Prime Contract Value	
Date Work Began	
Actual End Date	
Other Pertinent Information	

4. Major Subcontractor	
Firm Name	
MBE?	
Principal Contact	
Title	
Telephone Number	
Address 1	
City, State ZIP	
Project Name	
Project Description	
Project Location	
Percentage Amount of Prime Contract Value	
Date Work Began	
Scheduled End Date	
Other Pertinent Information	



# Past Performance Evaluation FAQ's



**Decide with Confidence**

## **Company Background:**

Open Ratings (now D&B), leverages its unique technology and data resources to provide a comprehensive, independent view of supplier past performance to the general services administration and state and federal government agencies.

In addition, we offer a wide range of services to help companies get the information and support needed to make informed, effective decisions about managing their suppliers.

## **What is a Past Performance Evaluation?**

Past Performance Evaluations are requested or required by governmental organizations and agencies as part of bid responses.

## **What is the process?**

You start by ordering the Past Performance Evaluation at [www.ppereports.com](http://www.ppereports.com) (see below for additional instructions). During the order, you will need to specify between 4-20 references.

After completion of the order, D&B emails a confirmation to you that include a list of the references you provided and the subject line of the emails they will receive.

The following day, the references that you provided in the online order receive an email requesting that they complete an on-line survey. Once a reference completes the survey or opts out, no further contact is made. If the reference does not respond to the original email, two further reminder emails are sent.

After 13 days, if D&B has received fewer than four completed surveys, your order is forwarded to our call center and we attempt to contact your references via telephone. When we receive four completed references, the order is closed.

After 13 days, if D&B has received at least four completed surveys, we will keep the order open for another 8 days or until at least 50% of surveys are completed, whichever comes first. The order is then closed.

Once the order is closed, the Past Performance Evaluation report is generated, and references will no longer be able to respond to the survey.

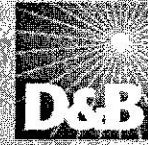
One copy of the report is distributed to the company who ordered the report and another copy is distributed to the GSA, Federal or State Government recipient. Copies are also distributed to additional recipients specified at the time of order.

## **How can I place an Order?**

Orders must be placed on-line at [www.ppereports.com](http://www.ppereports.com).

## **How long does it take?**

The average time to complete a report is approximately 35 days. Customers that facilitate the process by proactively contacting their references and advising them of the process tend to close their orders sooner with a higher response rate from customers.



**Decide with Confidence**

### **How many references do you need?**

We request that customers provide 20 references. Providing fewer than 20 references reduces the chance that the report will be successfully completed and will generally increase the time taken to generate the report. The minimum number of completed references that will be required to close a report is four – however to obtain four completed references we highly recommend providing 15-20 references. Due to your customer's personal schedules and company policies, provide less than 15 references can delay the closing of an order.

### **Should I contact my references?**

Yes. You may want to determine whether they are inclined to give you a good reference. In addition, we recommend that you inform them that D&B will contact them via email. The subject line of the email references receive is included in the confirmation email sent to our customers.

### **How long is the rating good for?**

In accordance with GSA requirements, the rating is valid for 6 months from date of issue. Additional copies of reports may not be ordered after the rating expires.

### **What is needed to place an order?**

1. Two contacts that will receive the report once complete.
2. 15-30 customer references
  - a. For each reference, you will need to provide the following:
    - i. First and Last Name
    - ii. Company Name
    - iii. Telephone Number
    - iv. Email Address
3. Details of the company being evaluated
  - a. DUNS number of the company being evaluated or
  - b. Company Information
    - i. Company Name
    - ii. Telephone Number
    - iii. Address, City, State, Zip Code and Country
4. Payment Methods
  - a. American Express
  - b. Visa
  - c. Mastercard

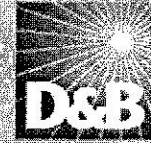
### **How much does a Past Performance Evaluation Cost?**

The cost is only \$185.00, plus any applicable tax. Once the evaluation is complete, it will be emailed to the two recipients chosen to receive the results. You can add more than two recipients at an additional cost of \$25.00 per recipient.

### **How is the rating calculated?**

The rating is calculated using the statistical analysis of various performance data and survey responses that D&B collects. This analysis places a greater weighting on recent data collections such as the surveys completed by the references you provided for your Past Performance Evaluation Report. The analysis may also consider, with a lesser weighting, performance information collected in the past.

The score is then reported two ways: the score (performance rating) and how good the score is relative to your peers in the same SIC code (SIC Level Quintile). As a result having the correct SIC is imperative in the process.



**Decide with Confidence**

### **What is a SIC Level Quintile?**

The SIC Level Quintile indicates how good or poor a rating is compared to other companies in the same industry. Performance ratings within an SIC are ranked ordered and divided into five groups (Quintiles). The top 20% performance ratings are in the first quintile, the next 20% of performance ratings are in the second quintile, etc...

### **Why do you calculate a SIC Level Quintile?**

Scores vary significantly from industry to industry. For example management consultants will almost invariably receive higher absolute scores than building contractors. Providing the SIC Level Quintile normalizes the score based on the industry, making interpretations of that score easier.

### **What does the report look like and how do I read it?**

**Company Overview:** Contains basic location, contact and operating data for the company being evaluated. This information is provided by Dun & Bradstreet according to the D-U-N-S number provided.

**Supplier Performance Rating:** Provides the supplier's Summary Performance Rating, which is an assessment of likely overall performance. This section also contains your SIC Level Quintile, which is a rating that marks the overall performance of a supplier against all other Suppliers in its Standard Industry Classification code (SIC).

**Detailed Performance Rating:** This section lists the detailed performance questions that D&B will ask your references. The detailed ratings are combined with other qualitative survey data and other relevant data sources. It is then calculated using an algorithm that weights scores based on recency of the information, transaction size, and accuracy of the rater.

**Buyers Surveyed:** Indicates the industries of the companies that provided ratings on this supplier. Individual raters are not identified in order to preserve confidentiality.

**Distribution Feedback:** Provides a breakdown of the survey responses received from raters of this supplier. The responses are rated on a 0-10 scale for each survey question.

- 9-10 Positive Feedback
- 5-8 Neutral Feedback
- 0-4 Negative Feedback

A sample of the Past Performance Report can be accessed at:  
[http://www.openratings.com/library/ppe\\_Sample.pdf](http://www.openratings.com/library/ppe_Sample.pdf)

### **How do I interpret the results?**

All scores are relative to the companies that are listed in the SIC code you provide. Favorable scores are those in the top quintile. If your scores rate in the lower quintile it does not mean that your references gave you poor results, only that the scores were lower than other companies with the same SIC code.

### **Can I see my references' survey responses?**

All individual survey results are confidential and are not shared with anyone.



**MBE PLANNED UTILIZATION**

PROCUREMENT NO. \_\_\_\_\_ FINANCIAL PROJECT NO. \_\_\_\_\_  
(DEPARTMENT USE ONLY)

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

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

of \_\_\_\_\_

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION CONTRACTORS  
 BID OPPORTUNITY LIST**

275-030-10  
 EQUAL OPPORTUNITY OFFICE  
 02/08

Please complete and mail or fax to:  
 Equal Opportunity Office  
 605 Suwannee St., MS 65  
 Tallahassee, FL 32399-0450  
 TELEPHONE: (850) 414-4747  
 FAX: (850) 414-4879

This information may also be included in your bid or proposal package.

Prime Contractor/Consultant: \_\_\_\_\_

Address/Telephone Number: \_\_\_\_\_

Bid/Proposal Number: \_\_\_\_\_

Quote Submitted MM/YR: \_\_\_\_\_

49 CFR Part 26.11 requires the Florida Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3 and 4 and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

- |                                 |   |  |
|---------------------------------|---|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE           | 8. Annual Gross Receipts                             |
| 2. Firm Name: _____             | <input type="checkbox"/> Non-DBE          | <input type="checkbox"/> Less than \$1 million       |
| 3. Phone: _____                 |   | <input type="checkbox"/> Between \$1 - \$5 million   |
| 4. Address: _____               |   | <input type="checkbox"/> Between \$5 - \$10 million  |
| _____                           | 7. <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$10 - \$15 million |
| _____                           | <input type="checkbox"/> Subconsultant    | <input type="checkbox"/> More than \$15 million      |
| 5. Year Firm Established: _____ |   |  |

- |                                 |   |  |
|---------------------------------|---|--|
| 1. Federal Tax ID Number: _____ | 6. <input type="checkbox"/> DBE           | 8. Annual Gross Receipts                             |
| 2. Firm Name: _____             | <input type="checkbox"/> Non-DBE          | <input type="checkbox"/> Less than \$1 million       |
| 3. Phone: _____                 |   | <input type="checkbox"/> Between \$1 - \$5 million   |
| 4. Address: _____               |   | <input type="checkbox"/> Between \$5 - \$10 million  |
| _____                           | 7. <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$10 - \$15 million |
| _____                           | <input type="checkbox"/> Subconsultant    | <input type="checkbox"/> More than \$15 million      |
| 5. Year Firm Established: _____ |   |  |

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|---------------------------------|---|--|
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| _____                           | 7. <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Between \$10 - \$15 million |
| _____                           | <input type="checkbox"/> Subconsultant    | <input type="checkbox"/> More than \$15 million      |
| 5. Year Firm Established: _____ |   |  |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION CONTRACTORS  
BID OPPORTUNITY LIST**

275-030-10  
EQUAL OPPORTUNITY OFFICE  
02/08

1. Federal Tax ID Number: \_\_\_\_\_
2. Firm Name: \_\_\_\_\_
3. Phone: \_\_\_\_\_
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE
7.  Subcontractor  
 Subconsultant

8. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
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 More than \$15 million

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  4. Address: \_\_\_\_\_  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION CONTRACTORS  
BID OPPORTUNITY LIST**

275-030-10  
EQUAL OPPORTUNITY OFFICE  
02/08

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 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COMMODITY/CONTRACTUAL SERVICES**  
**IN-STATE PREFERENCE FORM**

Consistent with the principles of promoting employment of state residents, ensuring that the expenditure of state funds benefits state residents, and encouraging economic development within the state, the Florida Department of Transportation shall give preference, to the maximum extent possible under or consistent with applicable state and federal laws, to vendors or businesses that have a principal place of business in the State of Florida and that agree to maximize the use of state residents, state products, and other Florida-based businesses in fulfilling their contractual duties resulting from this competitive solicitation (this practice shall hereinafter be referred to as "in-state preference").

ITB/RFP/ITN Number: \_\_\_\_\_

ITB/RFP/ITN Title: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Complete the following:

The Vendor (does ) (does not ) have a principal place of business located in the State of Florida. (check one)

Percentage of Vendor staff to be used on this contract that are Florida residents: \_\_\_\_\_%.

Percentage of contractual requirements that will be fulfilled by using Florida products: \_\_\_\_\_%

If the Vendor intends to subcontract a portion(s) of the contract work to Florida based businesses, the proposed Florida based subcontractors are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Vendor hereby certifies and agrees to comply with the proposed usage of Florida staffing, Florida based subcontractors, and to utilize Florida state products to the maximum extent possible under or consistent with applicable state and federal laws in fulfilling the contractual requirements.

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

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

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

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

**To be considered for "in-state preference", respondents to this competitive solicitation must complete this Form and submit it with their bid/proposal/reply by the response due date and time.**

**CERTIFICATION OF ACCEPTABLE DRIVING RECORD**

I do hereby certify that no personnel provided under the terms of this agreement who are required, as an essential part of their duties, to operate a motor vehicle owned or leased by the Department shall have an unacceptable driving record. Prior to such personnel beginning work under this agreement, we will conduct a check of their driving record with the Department of Highway Safety and Motor Vehicles. An unacceptable driving record is defined as follows:

1. Within three years preceding the start of work under this agreement, any one of the following:
  - a) three or more moving violations, which accumulate three or more points per violation;
  - b) a suspension or revocation of a driver's license, except for administrative reasons;
  - c) two convictions of reckless driving.
  
2. Within four years preceding the start of work under this agreement, a suspension or revocation of their driver's license for driving a vehicle while under the influence of alcohol or a controlled substance, or suspension for refusal to take a sobriety test (blood, urine, or breath) when asked to by an officer.

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

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

## CORPORATE RESOLUTION OF

---

(recite name of Business)

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

---

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

## CERTIFICATE OF RESOLUTION

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

Executed by me as secretary of the corporation on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Signature of Secretary

---

Name of Secretary printed or typed



***Florida Department of Transportation***



**INVITATION TO NEGOTIATE**

**FLORIDA'S TURNPIKE ENTERPRISE**

**STANDARD WRITTEN AGREEMENT**

**BOCA CUSTOMER SERVICE CENTER**

**FLORIDA'S TURNPIKE ENTERPRISE**



Agreement No.: \_\_\_\_\_  
Financial Project I.D.: 000164-1-8B-01  
F.E.I.D. No: \_\_\_\_\_  
Procurement No.: ITN-DOT-10/11-8003-SM  
D.M.S. Catalog Class No.: \_\_\_\_\_

BY THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and

of \_\_\_\_\_  
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the  
Executive Director, Florida's Turnpike Enterprise  
\_\_\_\_\_

## 2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as noted in option below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- Services shall commence \_\_\_\_\_ and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by September 30, 2016 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 period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.
- It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

## 3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement 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 or by calling the Consumer Hotline, 877-693-5236.
- 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 guarantees 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 \$ 1,000,000.00 per person and \$ 2,000,000.00 each occurrence, and property damage insurance of at least \$ 50,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ \_\_\_\_\_.

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

D. 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 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 and showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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

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

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of 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. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

## 6. TERMINATION AND DEFAULT

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

- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

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.

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 Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Vendor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Vendor to perform work pursuant to the contract with the Department.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:  
Exhibit "A", Scope of Services, Attachments A through C, Exhibit "B", Method of Compensation, Exhibit "C", Step and Grade and Comparative Price Proposal, Vendor's Technical Proposal, PUR 1000, General Contract Conditions and PUR 1001, General Instructions to Respondents.
- L. 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

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

\_\_\_\_\_  
(Print/Type)

Kevin J. Thibault  
\_\_\_\_\_  
(Print/Type)

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

Title: Executive Director, Florida's Turnpike Enterprise  
\_\_\_\_\_

FOR DEPARTMENT USE ONLY

APPROVED: \_\_\_\_\_  
Procurement Office

LEGAL REVIEW: \_\_\_\_\_