

## INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF REPLIES

The Florida Department of Transportation is requiring the electronic submission of replies. Please follow the instructions below:

- Failure to follow these instructions, may result in your reply being found non-responsive.
- Non-responsive replies will not be considered.
- Replies shall be submitted to: [TP.Purch@dot.state.fl.us](mailto:TP.Purch@dot.state.fl.us)
- Respondents shall submit their Price Proposal in a separate email from their Technical Reply. Respondent shall use Exhibit C – Price Proposal Summary Sheets provided by the Department in Excel format to enter the required information. Respondent shall sign and date, via ink or electronic means (such as DocuSign), the Price Proposal Summary Sheets by a duly authorized representative of the Respondent. Respondent shall attach both files, the signed Price Proposal Summary Sheets in portable document format (PDF), and the completed Excel format to an email with the following Subject Line:

DOT – ITN – 21-8026-SM– PRICE PROPOSAL - (Insert Respondent's Name)

- Respondents shall submit the Technical Reply in a separate email from their Price Proposal. Respondent shall use the format and file names described in Exhibit H – Technical Reply Format and Evaluation Criteria. Respondent shall attach the Technical Reply files (up to 25MB per email) in portable document format to an email with the following Subject Line:

DOT – ITN – 21-8026-SM– TECHNICAL REPLY - (Insert Respondent's Name)

If Respondent's Technical Reply exceeds 25MB, please include a sequential numbering of the emails in the Subject Line, immediately following the **Respondent's Name**.

### NOTES:

- The Respondent must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate attached document labeled "Attachment - Confidential Material." The Respondent must identify the specific Florida Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Respondent asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Respondent upon submission, effective after opening.
- The body of the email shall not contain any information.
- It is the Respondent's responsibility to assure that the reply (bid package) is sent to the proper email address **on or before** the bid due date and time (See Solicitation Document Section 1.2 Timeline).
- Replies which for any reason are not so received will not be considered.
- By submitting a reply, the Respondent represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.
- All replies and associated forms shall be signed and dated in ink by a duly authorized representative of the Respondent.

## **INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF REPLIES**

- Each Respondent shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Invitation to Negotiation.
- A Confirmation notice will be sent to each Respondent when a reply is received. **Do not copy anyone on your submittal email.**

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

**FORM 1  
INVITATION TO NEGOTIATE REGISTRATION**

\*\*\*\*\*

**PLEASE COMPLETE AND RETURN THIS FORM ASAP  
E-MAIL TO [windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us)**

\*\*\*\*\*

ITN Number: DOT-ITN-21-8026-SM

ITN Title: Commercial Back Office Project

Sealed Reply Due Date & Time: Friday, January 7, 2022, at 2:30 P.M. EST

Vendors should notify the Procurement office by returning this Registration Form as soon as possible after downloading this solicitation. Complete the information below and e-mail this page only to the Florida Department of Transportation Procurement Office, Windy Spatafora at [windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us).

**THE INVITATION TO NEGOTIATE DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (Under "Vendor Bid System Main Menu," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search,") under this ITN number. It is the responsibility of all potential Vendors to monitor this site for any information changes prior to submitting your Reply.**

Respondent's Name: \_\_\_\_\_

Respondent's Business Address: \_\_\_\_\_

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

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

Contact for Respondent: \_\_\_\_\_

E-Mail Address for Respondent: \_\_\_\_\_

Phone Number for Respondent Contact: \_\_\_\_\_

For further information on this process, e-mail or telephone: Windy Spatafora, Commodities & Contractual Services Manager at [windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us) or (407)264-3400



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

**INVITATION TO NEGOTIATE ("ITN")**  
**Commercial Back Office Project**

**Solicitation Document**  
**DOT-ITN-21-8026-SM**  
**FPID: 446410-1-93-01**

**CONTACT FOR QUESTIONS:**

Windy Spatafora, Commodities & Contractual Services Manager  
windy.spatafora@dot.state.fl.us  
Phone: (407) 264-3400

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.

It is the Respondent's responsibility to ensure that its Reply is received by the Department on or before the Reply due date and time set forth in Section 1.2, Timeline (the "Timeline") of this Solicitation Document. Replies which are for any reason not so received, will not be considered.

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## SECTION 1 INTRODUCTION

### 1.1 Invitation

The State of Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department" or "FDOT") is soliciting written replies from vendors (hereinafter referred to as "Respondents") interested in participating in competitive negotiations to establish a term contract to provide the Commercial Back Office Project (hereinafter referred to as the "Project"). The Department intends to contract with the responsive and responsible Respondent whose Reply is determined by the Department to provide the best value to the state, based on the selection criteria described herein. For purposes of this document, the term "Vendor" refers to the Respondent that is awarded the Contract to perform the work requested herein. The term "Reply" refers to the Respondent's response related to this ITN. Unless otherwise defined herein or in the Exhibits and Attachments to this Solicitation Document, all capitalized terms shall have the meanings ascribed to such terms in Exhibit G – Definitions and Acronyms.

The Project is for the provision of the account management and financial accounting system to support toll operations for the Department. The Commercial Back Office ("CBO") processes payments for both prepaid and postpaid accounts, generates customer billing information, maintains customer account information, interfaces with Interoperable Agencies, and interfaces with the Department's SunPass® website ([www.SunPass.com](http://www.SunPass.com)) and SunPass® mobile application.

Key Project objectives include:

- 1. Seamless continuity of services for the Department and all stakeholders.**  
The Department requires seamless continuation of ongoing customer service operations and desires continuous improvement to the customer experience measured by increased self-service and minimal customer contacts to the call center during all phases of the project.
- 2. Leverage commercial off-the-shelf (COTS) products whenever possible.**  
The Project will target COTS products to minimize customizations and provide standard products for transaction processing, customer relationship management, and financial accounting. The Department desires that COTS solutions are evaluated on a full lifecycle so that individual solutions can be readily supported by multiple service providers.
- 3. Increase automation of workflows and promote self-service functionalities.**  
The Department desires automation to replace existing manual workflows, and solutions that promote self-service customer account management to increase operating efficiencies.
- 4. Real-time access to all data with all elements being auditable and traceable.**  
The Department requires real-time, federated access to all data from any solution. The CBO data will be used by the Department's Enterprise Reports System in developing forecasts, dashboards, and trends analyses across the Department's entire toll collection system, from the roadside systems through the Commercial Back Office system.
- 5. Evaluate and Leverage Cloud first.**  
The Department requires the evaluation and definition of potential usage and leverage of cloud services in accordance with the State of Florida Cloud-First policy (Section 282.206, Florida Statutes). The Department will evaluate services, applications, or solutions

proposed that might fit best in an on-premise, cloud or hybrid environment depending on the cost/benefit, risks, and security considerations.

**6. Secure system that complies with prevailing best practices for customer and data privacy.**

The Department requires the CBO system to be highly secure with end-to-end application, data, and infrastructure security. The Department requires that best practices related to data privacy and customer privacy are followed to meet Department requirements, as well as applicable state and federal guidelines and recommendations.

It is anticipated that the term of the Contract will be five (5) years from the date of Contract execution, with the potential for Contract renewals as set forth in Section 6.

**1.2 Timeline**

Provided below is a list of critical dates, deadlines (Eastern Standard Time, referred to as “EST TIME”), and actions. These dates and times are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (Under "Vendor Bid System Main Menu," Click on "Search Advertisements," Select the drop down menu for “Agency” and Select "Department of Transportation," Scroll down and Click on "Advertisement Search,") under this ITN number. It is the responsibility of all Respondents to monitor this site for any information changes prior to submitting a Reply.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>EST TIME</b>
<b>DEADLINE FOR TECHNICAL QUESTIONS</b> <i>Via email to <a href="mailto:windy.spatafora@dot.state.fl.us">windy.spatafora@dot.state.fl.us</a></i> <b>(There is no deadline for administrative questions)</b>	<b>10-25-2021</b>	<b>5:00 PM</b>
<b>ANTICIPATED POSTING OF RESPONSES TO TECHNICAL QUESTIONS</b> <i>Via Vendor Bid System</i>	<b>11-08-2021</b>	<b>3:00 PM</b>
<b>REPLIES DUE</b> (see Note 1) <b>SUBMIT REPLIES VIA ELECTRONIC SUBMISSION ONLY</b> (See Instructions for Electronic Submission of Replies) <a href="mailto:TP.Purch@dot.state.fl.us">TP.Purch@dot.state.fl.us</a>	<b>01-07-2022</b>	<b>2:30 PM</b>
<b>PUBLIC OPENING (Initial Replies)</b> <i>Via Microsoft Teams Meeting</i>	<b>01-07-2022</b>	<b>3:30 PM</b>

**Join on your computer or mobile app**  
[Click here to join the meeting](#)

**Join with a video conferencing device**

11384774@t.plcm.vc  
Video Conference ID: 119 887 549 8  
[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 850-739-5589,,542347250#](#) United States, Tallahassee  
Phone Conference ID: 542 347 250#  
[Find a local number](#) | [Reset PIN](#)

**BEGIN NEGOTIATIONS**

**To Be Determined**

**NEGOTIATION TEAM PUBLIC MEETING**

**04-04-2022**

**2:00 PM**

*Via Microsoft Teams Meeting*

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Join with a video conferencing device**

11384774@t.plcm.vc  
Video Conference ID: 116 961 970 0  
[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 850-739-5589,,953102719#](#) United States, Tallahassee  
Phone Conference ID: 953 102 719#  
[Find a local number](#) | [Reset PIN](#)

**ANTICIPATED POSTING OF INTENT TO AWARD**

**04-05-2022**

*Via Vendor Bid System*

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All meeting(s) listed above are open to the public. These meeting(s) will be conducted virtually via Microsoft Teams Meeting(s).

**Note 1:** It is the Respondent's responsibility to ensure that its Reply is received by the proper email address on or before the Reply due date and time, described herein. Replies which for any reason are not so received by the Department will not be considered.

**1.3 Public Meeting Agenda**

**Agenda – Public Opening (Initial Replies)**

Agenda for Public Opening of initial replies to DOT-ITN-21-8026-SM:

Starting Time: see "Timeline" in Section 1.2

- Opening remarks of approximately two minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.



- At conclusion of public input or 15 minutes, whichever occurs first, the initial replies received timely will be opened, with Respondent's name read aloud and tabulated.
- Adjourn meeting.

**Agenda – Negotiation Team Public Meeting**

Agenda for Negotiation Team Public Meeting to DOT-ITN-21-8026-SM:

Starting Time: see "Timeline" in Section 1.2

- Opening remarks of approximately two minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Department's Negotiation Team will make a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria.
- Procurement announces time and date the Intent to Award will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

#### **1.4 Special Accommodations**

Any person with a qualified disability requiring special accommodations at a public meeting, Oral Presentation (not a public meeting), and/or opening shall contact the FDOT Procurement Agent at the phone number, e-mail address, or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

## SECTION 2 SPECIAL CONDITIONS

### 2.1 MyFloridaMarketPlace

RESPONDENTS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE. All prospective Respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the Vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

### 2.2 Florida Department of Financial Services (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://fivendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions.

### 2.3 Questions and 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 listed below or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

Windy Spatafora, Commodities & Contractual Service Manager  
[windy.spatafora@dot.state.fl.us](mailto:windy.spatafora@dot.state.fl.us)  
(407) 264-3400

Only communications which are in writing from the Department may be considered as authorized communications on behalf of the Department. The Respondent will not engage in any lobbying efforts or other attempts to influence the Department or the Technical Review Committee or Negotiation Team in an effort to be selected.

Questions regarding administrative aspects of the procurement process should be directed to the Procurement Officer in writing at the email address above or by phone: (407) 264-3400.

## **2.4 Changes to the Invitation to Negotiate (Addenda)**

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu) (Under "Vendor Bid System Main Menu," Click on "Search Advertisements," Select the drop-down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search"). Locate the ITN number in the table and click on the ITN number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Reply. Respondents are required to acknowledge receipt of all Addenda through execution of the Addenda Acknowledgement Form, Form 10, to be submitted with the Respondents' Replies.

## **2.5 Best Value Selection and Public Meetings**

The Department intends to contract with the responsive and responsible Respondent whose Reply is determined by the Department to provide the best value to the state, based on the selection criteria. "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, workmanship, and value-added concepts. The following selection criteria will apply for this ITN:

- a) The Respondent's prior relevant experience, client references, and the overall professional experience of the Respondent at providing the proposed services;
- b) The Respondent's ability and approach to meeting the key Project objectives of the ITN, as stated in subsection 1.1 of this Solicitation Document;
- c) The Respondent's ability and approach to providing the services described in Exhibit A – Scope of Services, attached hereto and made a part hereof ("Scope of Services");
- d) The Respondent's ability and approach to meeting the Requirements described in Exhibit E – CBO Requirements, attached hereto and made a part hereof; and
- e) The Respondent's pricing.

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

## **2.6 Technical Review Committee (TRC) and Negotiation Team**

The TRC and the Negotiations Team will each be composed of at least three (3) persons who

collectively have experience and knowledge in contract procurement and in the program area(s) for which the commodities and/or contractual services are sought. Due to the complexity of this procurement, the teams and team members are authorized to consult with subject matter experts during the course of the procurement and negotiation processes for the purpose of gathering information. The Negotiation Team leader, usually the project manager, will ensure complete and consistent documentation to facilitate and support a consensus recommendation for the intended award. A consensus recommendation is a collaborative general agreement among the Negotiation Team members that does not have to be unanimous but meets the concerns of all members as much as possible. The Negotiation Team leader will provide a short plain statement for the procurement file that explains the basis of the recommendation for the intended award and how the recommended vendor's deliverables and price will provide the best value to the State, based on the selection criteria as stated in this document.

After the Executive Project Sponsor for the Department has made a decision regarding a contract award, the Department will post the Notice of Intended to Award to the MyFloridaMarketPlace Vendor Bid System. The Notice of Intended Award is the Notice of Agency decision regarding contract award.

## **2.7 Scope of Services**

Details of the desired services/commodities, information, and items to be furnished by the Vendor are described in the Scope of Services. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file and be reflected and incorporated into the final contract.

## **SECTION 3 QUALIFICATIONS**

### **3.1 Qualifications Questionnaire**

All Respondents must complete and submit Form 2, "Qualifications Questionnaire," to show that the Respondent has the necessary qualifications, prior relevant experience, and capabilities to meet the requirements of the Department in providing the required services as specified in the Scope of Services. Responses to the "Qualifications Questionnaire" and the information provided by the Respondents in their Replies will be reviewed and evaluated to determine the Respondents that are best able to meet the requirements of the Department and proceed to the competitive negotiation process. The "Qualifications Questionnaire" will be evaluated using Pass/Fail criteria. If the Respondent has responded with "No" to any of the questions included in the Qualifications Questionnaire, the Respondent does not meet the minimum mandatory qualifications and the TRC will not evaluate its Reply.

The Department reserves the right at any time during the ITN process to require the Respondent to submit documentation to verify that the Respondent meets the minimum mandatory qualifications. If the Department determines that the Respondent does not meet the minimum mandatory qualifications, the Department has the right to reject the Respondent's Reply, cease negotiations, and eliminate the Reply from further consideration.

### **3.2 Authorized to Do Business in the State of Florida**

In accordance with Sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the Reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State  
500 S Bronough St  
Tallahassee, Florida 32399  
(850) 245-6051

### **3.3 Joint Ventures**

Respondents shall not bid as a joint venture for this solicitation. Replies received from joint ventures shall be deemed non-responsive and will not be considered.

### **3.4 Licensed to Conduct Business in the State of Florida**

If the goods or services 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  
2601 N Blair Stone Rd  
Tallahassee, Florida 32399-0797  
(850) 487-1395

### **3.5 E-Verify**

The Vendor:

- Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of the Contract;
- Shall expressly require any Subvendors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subvendor during the Contract term; and
- In accordance with Subsection 448.095(2), F.S., Subvendors must provide the Respondent with an affidavit stating that the Subvendor does not employ, contract with, or subcontract with an unauthorized alien. The Respondent shall maintain a copy of such affidavit for the duration of the contract.

### **3.6 Diversity Achievement**

The Department, in accordance **with Title VI of the Civil Rights Act of 1964, 42 USC 2000d-2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21**, nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Respondents that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit Replies in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as a Vendor and as Subvendors. 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 Subvendors 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/).

## **SECTION 4 CONTRACT DOCUMENT**

### **4.1 Standard Written Agreement**

The Department's "Standard Written Agreement" (SWA) is attached hereto as Exhibit D 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 Respondent agrees to be legally bound by these terms and conditions. Replies that contain material deviations from, or changes to, the Standard Written Agreement may be deemed nonresponsive. Respondents shall not make any alterations to any attachments to this ITN, including the SWA, as part of Respondent's Reply.

### **4.2 Review of Respondent's Facilities and 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 Respondent's facilities and qualifications. This review will serve to verify data and representations submitted by the Respondent and may be used to determine whether the Respondent has an adequate, qualified, and experienced staff, and can provide requisite management facilities. The review may also serve to verify whether the Respondent has financial capability adequate to meet the contract requirements.

Should the Department determine that a Respondent's Reply, representations during negotiations, or Best and Final Offer (BAFO) contains any material misrepresentation(s), the Department has the

right to reject the Reply or BAFO and may cease negotiations with the Respondent.

### **4.3 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 (the notice of protest may be faxed to 850-414-5264), and
2. A formal written protest and 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.

**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.**

### **4.4 Unauthorized Aliens**

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

### **4.5 Scrutinized Companies Lists**

Section 287.135(5), Florida Statutes, requires that at the time a Vendor submits a bid or proposal for a contract for goods or services of \$1 million or greater, the Vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria and is not participating in a boycott of Israel. Pursuant to Subsection 287.135(2), Florida Statutes, a Vendor may not submit a Reply to this procurement if the Vendor is on the Scrutinized Companies that Boycott Israel List.

Replies to this procurement with a Price Proposal of \$1 million or more must include a completed Vendor Certification Regarding Scrutinized Companies Lists Form 6. The Form should be submitted as part of the Technical Reply. A Respondent whose initial Price Proposal does not exceed \$1 million but whose Price Proposal exceeds \$1 million during negotiations, will be required to submit Form 6 prior to contract execution.

For contracts \$1 million or greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, the Department shall either terminate the contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the contract if the conditions of Section 287.135(4), Florida Statutes, are met.

Please see Exhibit H – Technical Reply Format and Evaluation Criteria, Section 1, Subsection 8, Required Forms and Actions for Vendor Certification Regarding Scrutinized Companies List.

#### **4.6 Responsiveness of Replies**

Replies will not be considered if not received by the Department on or before the date and time set forth in Section 1.2, Timeline, or as modified in any subsequent Addenda. In addition to timeliness, other responsiveness considerations may be applicable, as referenced in this solicitation and applicable Florida law.

#### **4.7 Other Conditions**

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

#### **4.8 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 the Respondent's responsibility to identify and notify the Department of copyrighted material at the time such material is submitted to the Department. In the event a Respondent fails to identify and notify the Department of copyrighted material submitted to the Department, the Respondent will be deemed to have provided such waiver and will allow the Department to make paper and electronic copies as set forth herein. 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.

#### **4.9 Confidential Information**

In addition to the public records requirements of Section 19 of PUR 1001, if the Respondent considers any portion of its Reply to contain Confidential Information or be exempt from public inspection or disclosure under Chapter 119, F.S., or other applicable state or federal law (collectively, the "Public Records Law"), then the Respondent must simultaneously provide the Department with an un-redacted version of the materials and a separate redacted copy ("Redacted Copy") of the materials the Respondent claims is Confidential Information or exempt from disclosure under the Public Records Law and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption.

If submitting a redacted Reply, the Respondent must mark the Redacted Copy with the Department's ITN name, number, and the name of the Respondent on the cover, and clearly title it "Redacted Copy." In addition, the Respondent must submit an index (the "Redacted Copy Index") listing the confidential or exempt portions of its Reply and include therein a description identifying the basis under which the Respondent claims such exemption from the Public Records Law, including the specific statutory citation(s) for such exemption. Any claim of confidentiality on materials the Respondent asserts to be exempt from public inspection or disclosure placed elsewhere in the Reply will be considered waived by the Respondent upon submission of the Reply.

Only those portions of material that the Respondent claims are Confidential Information or exempt from Public Records Law should be redacted in the Redacted Copy. A Reply should not be redacted



in its entirety. A page or paragraph should not be redacted in its entirety unless the entire page or paragraph consists wholly of information that is confidential or exempt from public inspection or disclosure under the Public Records Law. In the Redacted Copy, the Respondent shall redact and maintain in confidence any materials the Department provides or seeks regarding security of a proposed technology system or information subject to Sections 119.011(14), 119.071(1)(f), and 119.071(3), F.S.

The Redacted Copy will be used to fulfill public records and other disclosure requests and will be posted on the Florida Accountability Contract Tracking System (FACTS) website. In addition, the Department will follow the procedures identified in the Contract if the Department receives a request for Confidential Information or exempt material that has been clearly identified as such in writing by the Respondent. If the Respondent fails to submit a Redacted Copy of its Reply and the Redacted Copy Index as required herein, then the Department is authorized to produce the entire unredacted Reply submitted to the Department in response to a public records request without further inquiry of the Respondent.

The Department is not obligated to agree with the Respondent's claim(s) of confidentiality or exemption, and by submitting a Reply, the Respondent agrees to indemnify, protect, defend, and hold harmless the Department from any and all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential or exempt from inspection or disclosure.

#### **4.10 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.

#### **4.11 Electronic Submittal of Replies**

Only electronic Replies will be accepted for this solicitation. The Department will not accept paper copies. Failure to follow the Instructions for Electronic Submission of Replies contained in this ITN, instructions included in Exhibit H – Technical Reply Format and Evaluation Criteria, and the instructions below, may result in Respondent's Reply being found non-responsive. Non-responsive Replies will not be evaluated.

- a) Email Technical Reply and Price Proposal in separate email transmissions.
- b) Email subject line for Technical Reply must show: DOT-ITN-21-8026-SM– TECHNICAL REPLY - [Insert Respondent's Name]
- c) Email for Technical Reply shall contain file attachments in accordance with the requirements described in this document, Section 4.13, below, and Exhibit H – Technical Reply Format and Evaluation Criteria.
- d) Email subject line for Price Proposal must show: DOT-ITN-21-8026-SM– PRICE PROPOSAL - [Insert Respondent's Name]

- e) Email for Price Proposal shall contain Exhibit C – Price Proposal Summary Sheets, in portable document format (PDF), using the following file name: PriceProposal\_Respondent Name.pdf
- f) Total size of file attachments is limited to 25MB per email transmission that includes the size of the email contents and all attachments in the email.
- g) The body of the email shall not contain any information.
- h) Replies shall be submitted to: [TP.Purch@dot.state.fl.us](mailto:TP.Purch@dot.state.fl.us)

It is the Respondent's responsibility to ensure that the Reply (Technical Reply, Price Proposal, and properly completed forms) is received by the Department on or before the Reply due date and time described in the Timeline, Section 1.2, or as modified by Addenda. Replies which for any reason are not so received will not be considered.

By submitting a Reply, the Respondent represents that it understands and accepts the terms and conditions set forth in this solicitation, and the character, quality, and scope of services to be provided under any resulting contract.

All Replies and associated forms shall be signed and dated in ink by a duly authorized representative of the Respondent.

#### **4.12 Modifications, Resubmittal, and Withdrawal**

Respondents 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 Respondent. Upon receipt and acceptance of such a request, the entire Reply will be returned to the Respondent and not considered unless resubmitted by the due date and time set forth in Section 1.2, Timeline, or as modified by Addenda.

#### **4.13 Reply Format and Instructions**

##### **4.13.1 General Information**

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

##### **4.13.2 Technical Reply**

Respondents shall arrange the Technical Reply in conformance with the requirements set forth in Exhibit H – Technical Reply Format and Evaluation Criteria, attached hereto and made a part hereof. Respondents shall not include pricing or cost information in the Technical Reply.

##### **4.13.3 Price Proposal**

Respondents shall complete Exhibit C – Price Proposal Summary Sheets, in accordance with the Instructions Tab on the Excel spreadsheet within Exhibit C. The Price Proposal Summary Sheets MUST be completed using the Department-provided Excel File. Please contact Windy Spatafora at (407) 264-3400 for a copy of the Excel file. The information in Exhibit C – Price Proposal Summary Sheets, will not be reviewed or assessed by the TRC when scoring the Technical Replies.

The Respondents shall complete the Department-provided Price Proposal Summary Sheets, summarizing the total cost estimate for the proposed solution, including the professional services, implementation, customization, maintenance and support services, software/subscription fees, cloud services, hardware costs, networking fees, and licenses. Note: product components may be purchased under separate agreements by the Department. The pricing information will be used by the Department for requesting legislative budget and as baseline information during contract negotiations if the Respondent is selected for negotiations for this Project.

## **SECTION 5 SELECTION PROCESS OVERVIEW**

This section provides an overview of the comprehensive Vendor selection process and its primary steps.

The Department seeks to contract with the responsive and responsible Vendor who best demonstrates the capability to comply with the requirements of this ITN, and who the Department has determined to provide the best value for the State, based on the selection criteria stated in this document.

The Department has established a set period of time for receipt of technical questions from potential Respondents. The deadline for questions is referenced in Section 1.2, Timeline. Replies shall be submitted in accordance with the requirements described in this ITN, Exhibit H - Technical Reply Format and Evaluation Criteria, and Section 4.13, above. Replies must include all forms and certifications referenced in Exhibit H, including the Qualifications Questionnaire. Replies will be opened by the Department at the date, time, and location stated in the Timeline (See Introduction, Section 1.2, Timeline), or as modified in any subsequent Addenda. The public may attend the opening but may not review any Replies submitted until they become non-exempt public records in accordance with Section 119.07, Florida Statutes.

Reply submittals shall be reviewed for responsiveness. Responsiveness checks shall include, but not be limited to, timeliness of submittals, review of Qualification Questionnaire, completeness and inclusion of required forms, conformance to instructions regarding organization and format as set forth in Exhibit H – Technical Reply Format and Evaluation Criteria, and other submittal requirements as deemed appropriate by the Department. The Department has hired the services of a management consultant firm to assist the Procurement Office in performing the responsiveness checks. The Department has employed the Invitation to Negotiate procurement methodology for this solicitation to allow the Respondents to propose the best method for achieving the Department's Key Project objectives, as stated in Section 1.1 of this document.

Although the ITN may use mandatory terms such as "shall," "will," or "must," and may define certain items as Requirements, the Department may elect to waive minor deviations from these provisions and resolve any issues at any step in the procurement. However, Respondents that fail to meet certain Requirements or address significant portions of the solicitation may still be deemed nonresponsive, at the Department's discretion. In addition, there is no guarantee that such deviations will be deemed in the State's best interest or that any Reply containing such deviations will be considered. Use of the terms "shall," "will," and "must" indicate the Department's initial view of the value of such items. Respondents may have the opportunity to suggest alternatives in the ITN process, but there is no guarantee that the Department will agree that the proposed deviations are in its best interest or create the best value for the State.

The Procurement Office shall provide to the Technical Review Committee, all responsive Replies. The Technical Review Committee is the team designated by the Department to review, assess, and evaluate the written Technical Replies submitted by the Respondents. Technical Review Committee members are Project stakeholders who have knowledge of the Project requirements. Technical Review Committee members are subject to change, at the Department's discretion. The criteria for evaluation and scoring of Technical Replies are provided in Exhibit H – Technical Reply Format and Evaluation Criteria. Only responsive written Technical Replies shall be evaluated and scored.

The Department shall evaluate Replies against all evaluation criteria set forth in Exhibit H – Technical Reply Format and Evaluation Criteria, in order to establish a competitive range (to be established by the Department, based on the technical scores, at its discretion) of Replies reasonably susceptible of award. The Department may select one or more Respondents within the competitive range with which to commence negotiations. After negotiations are conducted, the Department may award the Contract to the responsible and responsive Vendor that the Department determines will provide the best value to the state, based on the selection criteria.

During the negotiation step of the procurement, one or more Respondents within the competitive range may be requested to provide Product Demonstrations to the Negotiation Team. At the Department's discretion, the Department's Negotiation Team may conduct concurrent or sequential negotiations with one or more Respondents within the competitive range. The Department may, at its discretion, eliminate one or more Respondents from further consideration or conclude negotiations with one or more Respondents at any time during the negotiations process. During negotiations, the Department may request clarification of Replies, known as Interim Revised Replies (IRR), for any information that the Respondent provides during negotiations. The format and content of any pricing submissions may be amended during negotiations at the discretion of the Negotiation Team. The Department reserves the right to negotiate different terms, additional terms, and related price adjustments. Additional operational requirements may be defined, and clarifications required during negotiations. The Negotiation Team may require additional technical detail, diagrams, demonstrations, or documentation. The Negotiation Team may also request proposed alternative terms, milestones, or deliverables during negotiations, but it is under no obligation to accept those proposed alternative terms, milestones, or deliverables. During negotiations, the Department may require a Respondent to obtain a Guarantor (as further described in Exhibit H – Technical Reply Format and Evaluation Criteria).

Additionally, the Department reserves the right to conclude negotiations at any time with one or all Respondents and proceed to Contract award. The Department may request Best and Final Offers (BAFOs), including revised BAFOs, from one or more Respondents at any time during the negotiations process. The Department reserves the right for the Negotiation Team to make a best value assessment at any time. Selection criteria for best value assessment is described in Section 2.5 of this Solicitation Document. When making the best value assessment, the Negotiation Team is not bound by the scoring from the evaluation phase.

The Negotiation Team's consensus recommendation will be provided to the Procurement Office and announced at the Negotiation Team Public Meeting at the date, time, and location set forth in Section 1.2, Timeline, or as modified in any subsequent Addenda. The Executive Project Sponsor shall make the final decision regarding Contract award. The Executive Project Sponsor's decision shall consider recommendations of the Negotiation Team regarding best value to the State, based on the selection criteria. However, the Department reserves the right to make one or multiple awards, awards for part of services, or no award at all.

## 5.1 Posting of Intended Award

The Intended Award will be made to the responsive and responsible Vendor(s) which are determined to be capable of providing the best value to the state, based on the selection criteria, and best meet the needs of the Department. The Intended Award decision will be posted at the date, time, and location in Section 1.2, Timeline, or as modified by any subsequent Addenda.

The Department's Intended Award 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, excluding Saturdays, Sundays, and state holidays.

Any Respondent who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation (the notice of protest may be faxed to 850-414-5264), and
2. A formal written protest and 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.**

## 5.2 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 Standard Written Agreement executed by the awarded Vendor and the Department, and a written Notice to Proceed issued by the Department's Project Manager.

## SECTION 6 RENEWAL

At the Department's option, the Contract may be renewed for one (1) or more additional one (1) year periods, for up to a total of three (3) one (1) year periods (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"), unless otherwise sooner terminated in accordance with the terms herein. Renewals are contingent upon satisfactory performance evaluations and are subject to the availability of funds. The renewal must be in writing and signed by both parties and is subject to the same terms and conditions set forth in the initial Contract and any written Agreement Amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that the Department may negotiate lower pricing.

## **SECTION 7 ATTACHED EXHIBITS & FORMS**

### **7.1 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – Method of Compensation  
Exhibit C – Price Proposal Summary Sheets  
Exhibit D – Standard Written Agreement  
Exhibit E – CBO Requirements  
Exhibit F – Requirements Assessment  
Exhibit G – Definitions and Acronyms  
Exhibit H – Technical Reply Format and Evaluation Criteria

### **7.2 Attachments**

Attachment 1 – Business Rules  
Attachment 2 – Security Policies  
Attachment 3 – Data Migration Plan  
Attachment 4 – Performance Requirements

### **7.3 Forms**

Form 1 - Invitation to Negotiate Registration  
Form 2 - Qualifications Questionnaire  
Form 3 - Certification of Experience  
Form 4 – References  
Form 5 - Key Personnel  
Form 6 - Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)  
Form 7 - Minority Business Enterprise (MBE) Planned Utilization Form  
Form 8 - Non-Disclosure Agreement  
Form 9 - Performance Bond  
Form 10 - Addenda Acknowledgment  
Form 11 - Exempt Documents  
Form 12 – Corporate Resolution

### **7.4 Terms and Conditions**

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

- Addenda, in order of issuance
- This Solicitation Document
- Exhibit A – Scope of Services
- Exhibit D – Standard Written Agreement
- Exhibit E – CBO Requirements
- Exhibit B – Method of Compensation
- Exhibit C – Price Proposal Summary Sheets

- Exhibit G – Definitions and Acronyms
- Exhibit H – Technical Reply Format and Evaluation Criteria
- Exhibit F – Requirements Assessment
- Attachments 1 - 4
- General Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)

#### **7.4.1 General Contract Conditions (PUR 1000)**

In accordance with Rule 60A-1.002, F.A.C., General Contract Conditions (PUR 1000) is included in this solicitation, but is superseded, where in conflict, by this ITN Document.

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

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

The following paragraphs do not apply to this ITN:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000

#### **7.4.2 General Instructions to Respondents (PUR 1001)**

In accordance with Rule 60A-1.002, F.A.C., General Instructions to Respondents (PUR 1001) is included in this solicitation, but is superseded, where in conflict, by this ITN Document.

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

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

The following paragraphs do not apply to this ITN:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

## **SECTION 8 LIABILITY INSURANCE**

The Vendor shall purchase and maintain insurance at the Vendor's expense for at least the following types and amounts of insurance coverage, unless otherwise approved in writing by the Department Contract Manager:

Commercial General Liability Insurance written on a form at least as broad as insurance services office commercial general liability coverage form CG 00 01 04 13, or another "occurrence-based" form providing equivalent coverage and approved in writing by the Department Contract Manager, providing premises/operations liability, contractual liability, products/completed operations liability, property damage (including loss of use thereof) liability, personal and advertising injury liability, and

bodily injury and death liability coverages, with minimum limits equal to the greater of: (i) the limits set forth in the Vendor's commercial general liability policy; or (ii) the following amounts:

- \$2,000,000 general aggregate (including products-completed operations and personal and advertising injury)
- \$1,000,000 per occurrence limit
- \$100,000 fire damage limit (any one fire)
- \$5,000 medical expense limit (any one person)

The Department will be added by endorsement or included under a blanket endorsement to this coverage as additional insureds on a primary and noncontributory basis. Additionally, the Vendor agrees to have included in such policy a waiver of the insurer's rights of subrogation against the Department and the State.

Workers Compensation Insurance (including workers' disability compensation and other similar benefits) covering the Vendor's employees fully in compliance with Chapter 440, F.S., and in an amount not less than the limits required by law, and Employer's Liability Insurance covering the Vendor's employees in an amount not less than \$500,000 each accident, \$500,000 each employee-disease, and \$500,000 policy limit-disease. A non-resident Subvendor shall have insurance for benefits payable under Florida's Workers' Disability Compensation Law for any employee resident of and hired in Florida; and as respects any other employee protected by workers' disability compensation laws of any other state, the Vendor and its Subvendors shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee. The Vendor hereby waives all rights of recovery against each of the Department and the State arising out of claims made under the workers' compensation or employers' liability insurance required to be maintained under this Contract, and all such insurance shall include, by endorsement or otherwise, a waiver of subrogation in favor of the Department and the State.

Professional Liability Insurance issued to and covering the liability of the Vendor for errors or omissions committed by the Vendor, its agents and employees, in the performance of this Contract. The policy shall have limits of liability of not less than \$5,000,000 per claim. If such insurance is written on a claims-made basis, the Vendor shall maintain and keep in force and effect such insurance for five (5) years after the later of the completion of the Services, final payment, or earlier termination of this Contract.

Employee Fidelity and Computer Crime Insurance, providing coverage for loss arising from fraudulent or dishonest acts committed by the employees of the Vendor or its agents, acting alone or in collusion with others, in a minimum amount of \$1,000,000 per loss. The Department and the State will be added to this coverage as joint loss payees for all claims arising out of, or related to, this Contract. The Vendor may satisfy the Employee Fidelity and Computer Crime Insurance coverage requirements by acquiring a policy with broader coverage that meets the minimum coverage requirements of this Section.

Business Automobile Liability Insurance issued on a form at least as broad as ISO business auto coverage form CA 00 01 10 13, or other form providing equivalent coverage, approved by the Department Contract Manager in writing, including coverage for owned, hired, borrowed, and non-owned vehicles with minimum limits equal to the greater of: (i) the limits set forth in the Vendor's



commercial automobile liability policy; or (ii) \$1,000,000 per accident combined single limit of \$1,000,000 per occurrence for bodily injury, death, and property damage. The Department and the State will be added by endorsement or included under a blanket endorsement to this coverage as additional insureds. Additionally, the Vendor agrees to have included in such policy a waiver of the insurer's rights of subrogation against the Department and the State.

Umbrella Liability Insurance with minimum limits equal to the greater of: (i) the limits set forth in the Vendor's umbrella liability policy; or (ii) \$15,000,000 per occurrence and in the aggregate. Such insurance shall be in excess of, following form to, and otherwise satisfying the requirements of the Commercial General Liability, Business Automobile Liability and Employers Liability insurance policies described in this Section.

Property Insurance, including Extra Expense and Business Income coverage, for all risks of physical loss of or damage to the State's buildings, business personal property, or other property that is in the possession, care, custody, or control of the Vendor pursuant to the Agreement. Such insurance will have a minimum limit adequate to cover risks on a replacement cost basis. This coverage will be endorsed to name the Department whose property is covered thereby as loss payee. Such policy will provide primary coverage, without contribution from other insurance, for all losses and damages caused by the perils or causes of loss covered thereby. The Vendor agrees to have included in such policy a waiver of the insurer's rights of subrogation against the Department, any other indemnified parties under the Agreement, and their respective insurers.

Property Insurance for all risks of physical loss of or damage to business personal property or other property of the Vendor and its Subvendors (including Affiliates) used in performing the Services, including electronic data processing equipment. Such insurance will have a minimum limit adequate to cover risks on a replacement cost basis. Such policy will provide primary coverage, without contribution from other insurance, for all losses and damages caused by the perils or causes of loss covered thereby. The Vendor agrees to have included in such policy a waiver of the insurer's rights of subrogation against the Department, Authorized Users, any other indemnified parties under the Agreement, and their respective insurers.

Privacy Liability and Network Security Insurance, covering liability and expenses incurred as a result of acts, errors, and omissions in connection with performance of the Services under this Contract. Such insurance shall, at a minimum, cover: data security breaches (including, without limitation, unauthorized loss, access, use, or theft of information); violation of laws relating to the care, custody, control or use of such information; data damage, destruction, or corruption; or any act, omission, or failure to act that results in a failure of network security (including unauthorized access to, unauthorized use of, a denial of service attack by a third-party against, or transmission of malware or other type of malicious code to the State's computer systems). The insurance shall cover the Department and the State for all expenses for which the Vendor is liable under this Agreement that the Department or the State incurs as a result of any such actual or alleged event, including: costs of defending, settling, and paying judgments resulting from claims; costs of responding to regulatory or administrative investigations and legal advice therefor; regulatory fines; costs of computer forensic analysis and investigation; notification of impacted individuals; public relations, call center services, fraud consulting services, credit monitoring and protection services; and identity restoration services. The foregoing insurance shall: (i) have a minimum limit of \$10,000,000.00; (ii) address all of the foregoing without limitation if caused by an employee of the Vendor or an independent Subvendor working on behalf of the Vendor in connection with the Agreement; (iii) have a retroactive date no

later than the Effective Date; and (iv) provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The Vendor will maintain the foregoing policy in force during the term of the Agreement and for a period of five years after the termination or expiration of this Agreement (either as a policy in force or extended reporting period). Such insurance shall not include an insured exclusion applicable to claims against the Vendor arising out of the Services. The Department and the State will be added by endorsement or included under a blanket endorsement to this coverage as additional insureds on a primary and noncontributory basis. Additionally, the Vendor agrees to have included in such policy a waiver of the insurer's rights of subrogation against the Department and the State.

Employment Practices Liability Insurance coverage of such a type and with such terms and limits that are commensurate with other companies with similar numbers of employees, including coverage for third-party legal liability in favor of the Department, provided that the foregoing coverage may be through self-insurance by the Vendor.

### **8.1 Terms of Coverage and Other Requirements**

The insurers selected by the Vendor shall have an A.M. Best rating of A- or better and a financial size category of IX or higher, or as otherwise approved in writing by the Department Contract Manager, or, if such ratings are no longer available, the insurers shall have a comparable rating from a recognized insurance rating agency and shall be licensed, qualified, and doing business in Florida. The State is exempt from and in no way liable for any sums of money which may represent or be interpreted as a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Vendor.

Except as expressly provided above or agreed by the Department in a separate writing, no self-insurance coverage shall be acceptable unless the Vendor is licensed or authorized to self-insure for a particular coverage listed above in the State or is an insured member of a self-insurance group that is licensed to self-insure in the State.

Except where the Department Contract Manager has approved otherwise in writing, the Vendor shall require each of its Subvendors hereunder to purchase and maintain the insurance coverages specified above in connection with the performance of work by such Subvendors. The failure of a Subvendor to comply with such insurance requirements does not limit the Vendor's liability or responsibility.

The Vendor shall, and will ensure that its Subvendors shall, name the Department and the State as additional insureds under the Vendor's or the applicable Subvendor's Commercial General Liability Insurance, Umbrella Liability Insurance, and Privacy Liability and Network Security Insurance. Coverage for the additional insureds shall be primary and non-contributory with any other insurance coverage (including any deductible or self-insured retention) any additional insured may have. The coverage for the additional insureds shall be at least as broad as the coverage afforded the Vendor or applicable Subvendor under its policies of insurance.

Within ten (10) business days after the ending date of the period for posting the intended award decision, the Vendor shall submit the required Certificates of Insurance to the Florida Department of

Transportation, Florida's Turnpike Enterprise, Procurement Office, Milepost 263.0, Turkey Lake Service Plaza, Building No. 5315, Ocoee, Florida 34761-3069, The Vendor shall not commence any work until it has obtained the required insurance coverages and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any Subvendor to commence work on this project until all similar insurance required of the Subvendor has been so obtained. The Contract number must be shown on each certificate of insurance. The Department shall be given at least 20 business days prior written notice of termination, non-renewal, or reduction in limit or in scope of coverage of such policies. Neither failure by the Department to require proof of insurance from the Vendor nor the contents of a certificate of insurance provided by the Vendor shall be deemed a waiver of the Department's or any other additional insured's rights or the Vendor's obligations regarding the provision of insurance under this Agreement.

The Vendor shall maintain all required insurance coverage throughout the term of the Agreement and any extensions thereto and, in the case of claims-made policies, shall secure tail coverage for not less than five (5) years following the expiration or termination of this Agreement for any reason. The minimum limits of coverage specified above are not intended and shall not be construed to limit any liability or indemnity of the Vendor under this Agreement to any indemnified party or other persons. The Parties do not intend to shift all risk of loss to insurance. The Vendor's obligation to maintain insurance coverage in specified amounts will not act as a limitation on any other liability or obligation which the Vendor would otherwise have under the Agreement, nor to limit the Department's rights to exercise any and all remedies available to the Department under this Agreement, at applicable law or in equity.

Upon request, the Vendor shall provide to the Department (and shall cause its Subvendors to provide to the Department) certificates of insurance evidencing the required coverages, with the following provisions:

Notice of Insurer Attempt to Cancel: The Vendor shall not allow its insurer to cancel the insured's coverage or allow it to expire without reasonable prior written notice as stated above being given to the Department.

Notice of Failure to Pay Premium: The Vendor shall provide prompt notification to the Department of any failure by the Vendor to pay premiums or of any other change in the status or scope of the required coverage. The Vendor shall give or require reasonable prior written notice (as stated in the above paragraph as at least 20 business days) to be given to the Department in advance of any changes in coverage.

If the Vendor fails to pay any premium for required insurance as specified herein, or if any insurer cancels or reduces any required insurance without the Department's written consent, at the Department's election (but without any obligation to do so) after the Department has given the Vendor at least 20 business days written notice, the Department may pay such premium or procure similar insurance coverage from another company or companies; and at the Department's election, the Department may deduct the entire cost (or part thereof) from any payment due the Vendor, or the Vendor shall pay the entire cost (or any part thereof) upon demand by the Department.

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

## **SECTION 9 PERFORMANCE BOND**

Prior to commencement of any services pursuant to the Contract and at all times during the term thereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a Performance Bond provided by a surety company authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of the Contract according to the terms and conditions hereof and within the periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The Respondent must submit, with its Form 2 - Qualifications Questionnaire, a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the Respondent's present ability to obtain the requisite performance bond (including the obligation to pay Subvendors and suppliers) in the full amount of the Total Milestone Price as calculated below in this section. Failure by the Respondent to provide this letter with its Qualifications Questionnaire will cause the Respondent's Reply to be deemed non-responsive.

The Vendor shall be required to provide a Performance Bond by project phase, as further set forth in this Section. The Performance Bond shall be provided by a surety company authorized to do business in the State of Florida. The Performance Bond shall be executed and furnished to the Department prior to Contract execution and no later than ten (10) business days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. Failure to provide the required Performance Bond (Form 9 of this ITN also referred to as Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's Reply.

The Vendor shall, prior to or at Contract execution, provide a Performance Bond in the amount of the Total Milestone Price for all Milestones (Sheet 1, Table 1 of Exhibit C – Price Proposal Summary Sheets) on the line labeled "Total," of the Vendor's Price Proposal. The Vendor's Performance Bond provided prior to Contract execution shall have a term equal to or longer than the sum of the estimated duration for Phases 1 and 2 of the Contract; however, the Department may, in its sole discretion, approve a performance bond having a shorter term if the surety is obligated to maintain a performance bond in effect during the entirety of Phases 1 and 2 by bond renewal or continuation certificate.

Additionally, and as a condition to commencement of Phase 3, the Vendor shall provide a performance bond in the full amount of the annual cost of Operations and Maintenance Payments (Sheet 4, Table 10 of Exhibit C – Price Proposal Summary Sheets). The annual cost for Year 1 of Phase 3 shall be calculated as the sum of month 1 through 12 monthly payments. The annual cost for Year 2 and 3 of Phase 3 shall be calculated in the same manner.

The Performance Bond coverage shall be continuous throughout the term of the Contract without any gaps in coverage. Bonding shall be required on all open Phases that have not been approved by the Department as complete. Once a Phase has been approved as complete, the bond may be reduced by the dollar amount associated with the completed Phase. The form of the performance bond shall be as provided in Form 9, Performance Bond, attached to this ITN. The performance bond shall be payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Contract, according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all amounts owed to persons furnishing

labor, materials, equipment, and supplies. The Performance Bond shall be provided on an annual basis. The Vendor shall, during the entire Term of the Contract, provide to the Department the upcoming year's annual Performance Bond in the required amount no less than thirty (30) calendar days prior to the expiration of the then-current Performance Bond. Should the Vendor fail to timely and satisfactorily replace any bond prior to thirty (30) calendar days before its expiration when continued bonding is required, then (i) the surety of the existing bond shall pay over to the Department the full penal sum of the Performance Bond; and (ii) the Department may declare the Vendor in breach of the Contract and may pursue any remedies available to the Department under this Contract or as otherwise provided by law or in equity.

Regardless of the number of separate performance bonds or bond continuations provided by the surety hereunder, the surety's liability for each such performance bond continuation shall be limited to the bond amount for the twelve (12) month period for which the performance bond or bond continuation is provided. Each performance bond shall be provided by a surety company authorized to issue surety bonds in the state of Florida, and acceptable to the Department. The surety must have a resident agent in the state of Florida with the surety's resident agent's name, address, and telephone number clearly stated on the surety bond. In the event that the surety executing the performance bond, although acceptable to the Department for the first annual performance bond at the time of the execution of the Contract, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause that becomes apparent after the Department's initial approval of the surety company, then the Department may require that the Vendor immediately replace the performance bond with a similar performance bond drawn on a surety company that is reliable and acceptable to the Department.

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

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

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

This Checklist is provided, as a guideline only, to assist Respondents in the preparation of their ITN response. Included are some important matters that Respondents are encouraged to check. This checklist is only a guideline and is not intended to include all matters required by the ITN. Respondents are responsible for reading and complying with the ITN in its entirety.

Check off each the following:

- 1. The "Qualification Questionnaire" Form 2 has been completed, as specified, and enclosed in the ITN response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. The "Certificate of Experience" Form 3 has been read, signed, and enclosed in the ITN response.
- 4. The "References" Form 4 has been read, signed, and enclosed in the ITN response.
- 5. The "Key Personnel" Form 5 has been read, signed, and enclosed in the ITN response.
- 6. "Scrutinized Companies Lists" certification form (Form 6) has been read, signed, and enclosed in the bid response, if applicable (Contracts of \$1 million or more).
- 7. The "Minority Business Enterprise (MBE) Planned Utilization" Form 7 has been read, completed, and enclosed in the ITN response, if applicable.
- 8. The Scope of Services, Exhibit A, has been thoroughly reviewed.
- 9. The Technical Reply has been completed, as specified, and enclosed in the ITN response.
- 10. The Exhibit "C" Price Proposal has been completed, as specified, and enclosed in the ITN response.
- 11. A letter from a surety company, signed on or after the ITN advertisement date, that documents Respondent's present ability to obtain the required Performance Bond in accordance with Section 9 of the Solicitation Document, is included with Form 2 – Qualifications Questionnaire as part of the Technical Reply.
- 12. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addenda posted have been acknowledged. The "Addenda Acknowledgement Form 10" has been completed, signed, and included in the ITN response.
- 13. The "Exempt Document" Form 11 has been read, completed, and enclosed in the ITN response.
- 14. The ITN Reply must be received by the Department, at the location specified, on or prior to the Date and Time designated in the ITN.