



MEMORANDUM

ADDENDUM NO. 2

Date: June 17, 2021

To: Proposers

From: Gail Brown
Contract Analyst II
Florida's Turnpike Enterprise

Subject: DOT-RFP-21-8029-GB
Traffic Management Center Statewide Operations Services For Florida's Turnpike Enterprise

Proposers and other interested parties are informed that the above referenced document is hereby revised, changed and supplemented as set forth below:

1. Instructions for Electronic Submission of Proposals has been amended to revise Part 1 - Technical Proposal and Part II - Price Proposal file submittal titles.
2. Special Conditions has been amended as follows:
 - Page SC9, Section 18 Scrutinized Companies Lists has been amended to remove the link and revise the language.
 - Page SC10, sub-sections 22.1 and 22.2 have been amended to revise Part 1 - Technical Proposal and Part II - Price Proposal file submittal titles.
 - Page SC11, sub-section 22.2(2.b) Identification of Key Personnel has been amended to remove two (2) employee's positions.
 - Page SC12, sub-section 22.3 Price Proposal (Part II) has been amended to revise Part II - Price Proposal file submittal titles.
 - Page SC13, has been amended to revise:
 - Sub-section 27(a) to include "Insert Proposer's Name."
 - Sub-section 27(b) Part 1 - Technical Proposal and Part II - Price Proposal file submittal titles.
 - Page SC16, Section 33 Renewal has been amended to revise the renewal language.
 - Page SC17, Section 38 Oversight and Accountability Committee language has been added.
3. Form 10, Exhibit "C," Price Proposal Signature Page has been amended to add Form 8 to the "required if awarded" category.

4. Standard Written Agreement, Page 2 sub-section 2(B) has been amended to include renewals.
5. Exhibit "A," Scope of Services, Page A-27 Section 18.0 Equipment Requirements has been amended to clarify the language.
6. Exhibit "B," Method of Compensation Page B-5 Section 6.0 Compensation for Renewal Periods or Contract Extensions has been amended to revise the title and renewal language.

Please remove the Instructions for Electronic Submission of Proposals, Special Conditions Pages SC9 to SC13, SC16, SC17, Form 10 Exhibit "C," Price Proposal Signature Page, Standard Written Agreement Page 2, Exhibit "A," Scope of Services and Exhibit "B," Method of Compensation and replace them with the revised Instructions for Electronic Submission of Proposals, Special Conditions Pages SC9 to SC13, SC16, SC17, Form 10 Exhibit "C," Price Proposal Signature Page, Standard Written Agreement Page 2, Exhibit "A," Scope of Services and Exhibit "B," Method of Compensation, dated June 15, 2021.

The Proposer shall acknowledge receipt of each addenda to this Proposal Package by completing Form No. 6, Addenda Acknowledgement Form and enclosing the same with your Proposal Package. Please remember to replace the pages in your Proposal Package with the attached revised pages.

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.

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF PROPOSALS

Due to restrictions/limitations concerning COVID-19 (Coronavirus), the Florida Department of Transportation is allowing the electronic submission of Proposals. Please follow the instructions below:

- Failure to follow these instructions, may result in your Proposal being found non-responsive.
- Non-responsive Proposals will not be evaluated.
- Proposals shall be submitted to: TP.Purch@dot.state.fl.us
- Subject line must show: *DOT-RFP-21-8029-GB - (Insert Proposer's Name)*
- All Proposals submitted electronically shall contain file attachments and be marked as follows:

PART 1 - TECHNICAL PROPOSAL - DOT-RFP-21-8029-GB - (Insert Proposer's Name)

Include the Technical Proposal and all forms and required information requested on Form 10, Exhibit "C," Price Proposal, Signature Page.

PART II - PRICE PROPOSAL - DOT-RFP-21-8029-GB - (Insert Proposer's Name)

Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

NOTES:

- Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB. *Submissions must not be password protected.*
- The Proposer 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 Vendor must identify the specific Florida Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the Proposal will be considered waived by the Proposer upon submission, effective after opening.
- The body of the email shall not contain any information.
- It is the Proposer's responsibility to assure that the Proposal (Technical Proposal and Price Proposal) is delivered to the proper place **on or before** the Proposal due date and time (See Introduction Section 2 Timeline).
- Proposals which for any reason are not so delivered will not be considered.
- By submitting a Proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.
- All Proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.
- Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.
- A confirmation notice will be sent to each Proposer when the Proposal is received. Do not copy anyone on your submittal email.

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

All Responses, regardless of dollar value, must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the Proposer is not on either of those lists. Form 4 should be submitted with the Technical Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the Proposer. Any conditions placed on any aspect of the proposal documents by the Proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the Scope of Services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. All determinations of responsiveness will be the responsibility of the Florida Department of Transportation Procurement Office.

21.2 Multiple Proposals

Proposals may be rejected if more than one (1) proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one (1) proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two (2) parts, be marked as follows and emailed to TP.Purch@dot.state.fl.us.

- **PART I - TECHNICAL PROPOSAL - DOT-RFP-21-8029-GB - (Insert Proposer's Name)**
(One Separate PDF., file for Technical)
- **PART II - PRICE PROPOSAL - DOT-RFP-21-8029-GB - (Insert Proposer's Name)**
(One Separate PDF., file for Prices)

NOTE: Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

22.2 Technical Proposal (Part I) (Via electronic submission, without password protection.) (Do not include price information in the Technical Proposal (Part I))

The Proposer must submit a Technical Proposal via electronic submission without password protection to be divided into the sections described below. Since the Department will expect all Technical Proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The Technical Proposal must be submitted in a pdf. file marked: **PART I - TECHNICAL PROPOSAL - DOT-RFP-21-8029-GB - (Insert Proposer's Name).**

1. 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 ten (10) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The Proposer is expected to identify at least one (1) individual for the following key positions: TMC Project Manager, TMC Operations Manager, TMC Assistant Operations Manager, TMC IT Operations Administrator or TMC IT Technical Support (Help Desk) Supervisor, and Field Incident Response Coordinator. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

b. Prior Relevant TMC Operations Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant TMC Operations experience they have acquired in providing/performing this work.

c. Innovative Approaches

The Proposer should explain its innovative approaches to be used in accomplishing the tasks in the Scope of Services, and where it uses any different approaches to provide operations and safety services to the Department and its customers. These approaches are items that are not part of the traditional methods described within the Scope of Services, but that provide cost effectiveness in their use.

4. STAFF HIRING, BENEFITS AND RETENTION PLAN

The Proposer shall provide a Staff Hiring, Benefits and Retention Plan which is based upon filling the approved staffing levels for each skill classification that will be utilized. The Vendor shall provide an in-depth plan on the following:

- a. Proposed recruitment including how and when such recruitment will be performed.
- b. Screening, background checks, hiring, orientation, and training.
- c. Employee's evaluations and promotion.
- d. Employee's pay, including frequency of payments to employees and pay adjustments.

e. Employee benefits, including:

- 1) The employee's cost for group medical coverage.
- 2) Vacation/sick and personal time off leave policy and retention policy of such hours.
- 3) How employees will be compensated for holiday pay and compensation for holiday worked hours.
- 4) Other planned benefits, such as 401(k), short-term disability, long-term disability, life insurance, etc., with associated employee cost.
 - Performance recognition and incentive programs.
 - Maintaining communications to minimize turnover and increase general employee morale.
 - Any additional methods of staff retention.

22.3 Price Proposal (Part II) (Via electronic submission, without password protection.)
(Do not include price information in the Technical Proposal)

NOTE: Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

The Price Proposal information is to be submitted via electronic submission, without password protection marked: **PART II - PRICE PROPOSAL - DOT-RFP-21-8029-GB- (Insert Proposer's Name).**

22.4 Presenting the Proposal

Type size shall not be less than a ten (10) point font. The proposals should be indexed and all pages sequentially numbered.

The total page limit shall not exceed seventy-five (75) pages including resumes and excluding the Executive Summary and all required forms.

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

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

23) "DRUG-FREE WORKPLACE" PREFERENCE

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with Section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to Proposer responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the Proposer's response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate document labeled "Attachment to Request for Proposals, Number DOT-RFP-21-8029-GB-Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

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

27) SUBMIT PROPOSALS VIA ELECTRONIC SUBMISSION ONLY TO: TP.Purch@dot.state.fl.us

Electronic Proposal Submittals

Please follow the below instructions for the submittal of electronic Proposals, failure to do so, may result in your bid being found non-responsive. Non-responsive proposals will not be evaluated.

- a) Subject line must show: DOT-RFP-21-8029-GB - (Insert Proposer's Name)
- b) Email shall contain two file attachments marked as the following:

PART I - TECHNICAL PROPOSAL - DOT-RFP-21-8029-GB - (Insert Proposer's Name)

PART II - PRICE PROPOSAL - DOT-RFP-21-8029-GB - (Insert Proposer's Name)

NOTE: Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) The body of the email shall not contain any information other than the signature line.
- e) Proposals shall be submitted to: TP.Purch@dot.state.fl.us

It is the proposer's responsibility to assure that the proposal is submitted to the proper place **on or before** the Proposal due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered, will not be considered.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Revised proposals/modifications must be received by the proposal due date and time to be considered. Proposers shall submit revised proposals/modifications in a separate email to be opened at the same time as the proposal. The RFP number - Proposer's name - REVISED shall appear in the subject line of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date and time in the Timeline (See Introduction Section 2 Timeline).

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all Proposers by electronic notification on the Florida Vendor Bid System (see Special Condition 31.1) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the Proposer.

32) AWARD OF THE CONTRACT

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

- a) A Standard Written Agreement as provided herein, executed by both parties.

33) RENEWAL

Renewals are contingent upon satisfactory performance evaluations and are subject to the availability of funds. Upon mutual agreement, the Department and the Vendor may renew the Contract for a period that may not exceed three (3) years or the term of the original Contract, whichever is longer. The renewal must be in writing and is subject to the same terms and conditions set forth in the original Contract term and any written amendments thereto signed by the Parties. If the Department exercises its option to renew, the Department will apply an adjustment factor to the final year's rates of the original Contract term for the renewal period. If a mutually agreed upon adjustment factor is not reached, the Contract shall not be renewed.

34) ATTACHED FORMS

Form 1 - Qualifications Questionnaire Instructions
Form 1A - Organization Prime (Proposer)
Form 1B - Organization - Subcontractor
Form 1C - List of Completed Projects
Form 1D - List of Current Projects Under Contract
Form 1E - Required Background Information
Form 1F - Staffing (Project Manager)
Form 1G - Staffing (Other Key Personnel)
Form 1H - Subcontractor Approval List
Form 2 - Drug-Free Workplace Program Certification, Vehicle Operator License & Vehicle Registration, Notice to Sublet
Form 3 - Contractor Notification - Asbestos Containing Materials In Turnpike Facilities
Form 4 - Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
Form 5 - Corporate Resolution Of
Form 6 - Addenda Acknowledgement Form
Form 7 - Certification of Acceptable Driving Record
Form 8 - Report of Relatives Working for The Department of Transportation (Form 250-011-01)
Form 9 - Contractor Travel Form (Form 300-000-06)
Form 10 - Exhibit "C," Price Proposal, Signature Page

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

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

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

The following paragraphs do not apply to this solicitation:

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

35.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this solicitation:

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

36) ORDER OF PRECEDENCE

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

Standard Written Agreement
Exhibit "A," Scope of Services
Appendix "A," Turnpike TMC SunGuide Operations Concept and Protocols (SOG)
Attachments
Special Conditions
Exhibit "B," Method of Compensation
Exhibit "C," Price Proposal
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Proposer's Technical Proposal

37) LIQUIDATED DAMAGES

See Exhibit "A," Scope of Services, Section 27.0 Liquidated Damages.

38) OVERSIGHT AND ACCOUNTABILITY COMMITTEE

Pursuant to state law, the Project Executive Project Sponsor shall appoint a continuing oversight team for this project. The continuing oversight team shall be responsible for monitoring the status of the Contract; the pace of deliverables; the quality of deliverables; vendor responsiveness; and vendor performance. The continuing oversight team shall meet on a monthly basis, upon Contract execution. Within thirty (30) days after its formation, the continuing oversight team shall convene an initial meeting with the Vendor representative(s), to achieve a mutual understanding of the Contract requirements; provide the Vendor with an orientation to the Contract management process; and to provide an explanation of the role of the continuing oversight team, Contract Manager, and Contract Administrator. The Department's Contract Manager shall monitor the progress and performance of the Contract to ensure procured products and services conform to the contracted requirements and manage and document any changes to the Contract through the amendment process authorized by the terms of the Contract. The Department's Contract Administrator shall monitor the Contract budget to ensure sufficient funds are available throughout the term of the Contract. The continuing oversight team may submit written questions to the Vendor concerning any items discussed during the continuing oversight team meetings. The Vendor must respond to the team's questions within ten (10) business days after receipt of written question(s). The questions and responses will be included in the Contract file. The continuing oversight team will notify the Department's Secretary, the Project Executive Sponsor, and the Department of Management Services of any deficiency in Vendor performance which substantially affects the pace of deliverables or the likelihood of the successful completion of the Contract.

EXHIBIT "C," PRICE PROPOSAL SIGNATURE PAGE

TRAFFIC MANAGEMENT CENTER STATEWIDE OPERATIONS SERVICES FOR FLORIDA'S TURNPIKE ENTERPRISE

The undersigned has completed and is returning the following documents as part of the package and understands that failure to return any of these documents fully completed may deem the Proposer non-responsive.

The following forms must be completed and submitted with the Proposal.

- _____ Technical Proposal (Refer to Instructions for Electronic Submission of Proposals. Do not include Price Proposal).
- _____ Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, Pages C-1 thru C-14. Refer to Instructions for Electronic Submission of Proposals and Timeline for date and time.)
- _____ A copy of the Vendor's Business Tax Receipt, stating the name of the Proposer's business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.
- _____ A copy of the Vendor's current Certificate of Liability Insurance.
- _____ All forms supplied with the Proposal Package (Forms 1-10), return Forms 5 and 6 if applicable. **Form 8 and 9 shall be required if awarded the Contract.** Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each applicable form.
- _____ All additional documentation required with the Technical Proposal.

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

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

Street Address: _____

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

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

Email Address: _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Authorized Signature: _____ Title: _____
Owner, President, Vice President or Designated Officer (Corporate Resolution)**

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

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

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

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Project/Contract Manager and shall be completed within five (5) years or date of termination, whichever occurs first.

B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

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

B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

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.

14.11 MINIMUM PAY RATE FOR TMC OPERATIONS STAFF POSITIONS

Throughout the term of this CONTRACT, the VENDOR shall be required to compensate all TMC Operator 1 (Operator Entry Level) at a minimum starting hourly rate of \$18.00 per hour, TMC Operator 2 (Certified Operator) position at a minimum starting hourly rate of \$20.50 hour, TMC Operator 3 (Lead Operator) at a minimum starting hourly rate of \$21.50, and TMC Operations Shift Supervisor at a minimum starting hourly rate of \$23.50. These are not meant to represent a maximum under each position classification, but rather a minimum level and other merit-based increases are encouraged.

15.0 INVOICES

The VENDOR shall provide a log of the time sheet data with all monthly invoices showing all start and end shift times for all personnel employed under this CONTRACT identified as operations personnel:

1. TMC Operator 1, 2, 3
2. TMC Operations Shift Supervisors

The VENDOR shall provide a summary of hours worked with all monthly invoices, including back-up support for all personnel employed identified as management and support personnel under this CONTRACT.

16.0 STANDARDS/CRITERIA BY WHICH ACTIVITIES/SERVICES WILL BE EVALUATED

The VENDOR shall report results of the following performance measures in Section 21.0 to the DEPARTMENT'S Project/Contract Manager on a monthly and quarterly basis respectively.

17.0 STAFF POSITIONS FILLED AND SCHEDULE

The VENDOR shall develop an organizational chart and schedule to support all services identified in the CONTRACT. The baseline for this performance measure will be ninety-five (95%) percent to exclude staff positions explicitly identified as required with associated financial consequences. The organizational chart and schedule shall be developed in order to maintain the most efficient operations of the TMC, while performing all assigned duties as per the latest version of the SOGs and meeting and/or exceeding the performance measures for the TMC. The latest version of the organizational chart and schedule shall be submitted monthly to the DEPARTMENT.

18.0 EQUIPMENT REQUIREMENTS

The VENDOR shall provide two (2) full-size pickup trucks, **one (1)** for each of the two (2) proposed Field Incident Response Coordinator positions. The vehicles shall include the provision of all necessary safety equipment and truck auxiliary components, including light bars on both front and rear of the vehicle, strobes in the front of the vehicle next to the headlights, and strobes in back of the vehicle next to the tail lights for 360 degree strobes. The vehicles are necessary to respond to inspection locations and incident locations for coordination/monitoring purposes, not as a critical MOT responder. These positions will always have the truck provision requirement for an estimated forty (40) hour work week included.

19.0 PERIODIC DRIVER'S LICENSE CHECKS

The VENDOR shall perform at a minimum, annual driver's license checks, in addition to the VENDOR'S new hire requirements for the two (2) proposed Field Incident Response Coordinator positions employees. The VENDOR shall remove an individual from this CONTRACT if the VENDOR employee is found to have an unacceptable driving record such as driving under the influence, careless/reckless driving or having multiple accidents that causes the employee to lose his/her license. If available, the VENDOR employee may be transferred to a position of similar pay that does not require a driver's license. The

- 5.9 It shall be the responsibility of the Vendor to ensure that sufficient funding remains within the maximum limiting amount established for the subject Contract to complete authorized services. Funding must be approved by the Department for any additional work that would result in exceeding the Contract dollar amount prior to undertaking such additional work. Any changes in the maximum limiting amount shall require execution of a Supplemental Agreement as specified in Section 1(B) of the Standard Written Agreement. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the Contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the Contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract does not guarantee that the work will be authorized.
- 5.10 In accordance with the provisions of Section 339.135 (6)(a), Florida Statutes, 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 sub-section is null and void, and no money may be paid on such contract. Nothing herein contained shall prevent the making of contracts for periods executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

6.0 CONTRACT RENEWAL AND EXTENSION ADJUSTMENTS

For each Renewal or Extension Period that the Department elects to implement following the Initial Contract Term as described in Exhibit "A," Scope of Services the Department may utilize the Adjustment Factor as described below. Any other compensation owed to the Vendor will not be subject to the Adjustment Factor.

The Adjustment Factor will be applied to the following amounts as included in the Vendor's Price Proposal Exhibit "C" or, if these amounts have been updated throughout the Initial Contract Term, to the latest amount considered for these type of payments: Labor Costs, Office Expenses and Equipment Expenses.

7.0 FINANCIAL CONSEQUENCES

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes (F.S.). Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained must be forfeited at the end of the agreement period.
- B. The Vendor shall request approval to change a deliverable date from the Contract Manager prior to the actual deliverable date passing.
- C. Shall deliverables fail to meet agency or industry standards, those deliverables shall be redelivered in the appropriate manner at the expense of the Vendor.
- D. Any fines levied on the Department as a result of failure, oversight or negligence by the Vendor shall be the responsibility of the Vendor.