

FLORIDA DEPARTMENT OF TRANSPORTATION



REQUEST FOR PROPOSALS

**Debt Collection Services
Florida's Turnpike Enterprise**

DOT-RFP-24-8002-RM

CONTACT FOR QUESTIONS

Robin Morgan, Procurement Officer
TP.Purch@dot.state.fl.us
Mile Post 263, Building 5315, Ocoee, FL 34761

State of Florida
Department of Transportation
Florida's Turnpike Enterprise, Contractual Services Office
Mile Post 263, Building 5315
Ocoee, FL 34761

REQUEST FOR PROPOSALS REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

via e-mail to TP.Purch@dot.state.fl.us

RFP Number: DOT-RFP-24-8002-RM

Title: Debt Collection Services – Florida's Turnpike Enterprise

Proposals Due: Tuesday, April 30, 2024, at 2:30 p.m. ET

Potential Proposers should complete and return this Registration Form as soon as possible after downloading. Complete the information below and e-mail to Robin Morgan at: TP.Purch@dot.state.fl.us.

THE REQUEST FOR PROPOSALS IS SUBJECT TO CHANGE. Notice of changes (“Addenda”), will be posted on the Florida Vendor Information Portal at: <https://vendor.myfloridamarketplace.com/> under the above-referenced RFP number. It is the responsibility of all potential Proposers to monitor the Florida Vendor Information Portal for any changing information prior to submitting a Proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Contact Person: _____

E-mail Address: _____

For further information on this process, please e-mail; TP.Purch@dot.state.fl.us

INTRODUCTION SECTION

1) INVITATION

Pursuant to this Request for Proposals ("Request for Proposals" or "RFP"), the Florida Department of Transportation, Florida's Turnpike Enterprise ("Department"), requests written Proposals from qualified Proposers to establish a non-exclusive Contract(s) for the provision of debt collection services to support the Department's toll operations. The Department intends to contract with up to four (4) responsive and responsible Proposers whose Proposals are determined to be the most advantageous to the Department, based on the criteria described herein. The Department reserves the right to contract with less than four (4) Proposers, reserves the right to accept or reject any and all Proposals, and reserves the right to make no award – each at the Department's sole discretion.

It is anticipated that the initial term of the Contract(s) will begin on or about July 1, 2024, and will be effective for five (5) years thereafter. Any Contract(s) may be renewed for up to five (5) additional years in any such increments as determined by the Department. Renewals are contingent upon satisfactory performance evaluations and are 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 the Contract and any written amendments signed by the parties thereto.

For the purposes of this document, the term "Proposer" means a business entity that submits a Proposal to this RFP. The term "Proposal" means the total response submitted by a Proposer to this RFP, including all required forms and supporting documentation. The term "Vendor" means the Proposer that is awarded a Contract pursuant to this RFP. The term "Contract" means the agreement that results from this RFP, if any, between the Department and a Vendor. Unless otherwise defined herein or in the Exhibits and Attachments to this RFP, all capitalized terms shall have the meanings ascribed to such terms in Exhibit "A," Scope of Services ("Scope of Services").

2) TIMELINE

The anticipated timeline of events ("Timeline") for this RFP is provided below. The dates and times within the Timeline are subject to change. Notices of changes ("Addenda") will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (click on "Search Advertisements") under this RFP number. It is the Proposer's responsibility to monitor this site for any changing information prior to submitting a Proposal and throughout the procurement process.

ACTION / LOCATION	DATE	TIME (ET)
DEADLINE FOR SUBMISSION OF QUESTIONS	04-09-2024	5:00 PM
PROPOSALS DUE Florida's Turnpike Headquarters Florida's Turnpike M.P. 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761	04-30-2024	2:30 PM
PUBLIC OPENING (Proposals) Via In Person Only Florida's Turnpike Headquarters Florida's Turnpike, M.P. 263 Auditorium B Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761	04-30-2024	3:00 PM
ANTICIPATED POSTING OF INTENDED DECISION Via the Florida Vendor Information Portal (VIP)	05-28-2024	

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Proposals)

Starting Time: see “Timeline” above.

- Opening remarks of approximately two (2) minutes by Department Procurement Office personnel.
- Public input period to allow a maximum of fifteen (15) minutes total for public input related to the RFP.
- At the conclusion of public input or fifteen (15) minutes, whichever occurs first, the Proposals received timely will be opened, with the Proposer's name read aloud. The Department does not announce prices or release other materials at this meeting, pursuant to Section 119.071, Florida Statutes.
- Adjourn meeting.

4) SPECIAL ACCOMMODATIONS

Any person with a disability requiring a special accommodation at a public meeting shall contact the Procurement Officer at least five (5) business days prior to the event. A person who is hearing or speech impaired may contact the Procurement Officer by using the Florida Relay Services at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM (“MFMP”) BY THE TIME AND DATE OF THE PROPOSAL PUBLIC OPENING SPECIFIED IN THE TIMELINE OR THEY MAY BE CONSIDERED NON-RESPONSIVE. All prospective Proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration or call 1-866-352-3776 for assisted registration.

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

2) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (“DFS”) W-9 REQUIREMENT

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://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(25), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.

Any questions arising from this Request for Proposals 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 Proposers will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (click on “Search Advertisements”) under this RFP number. It is the Proposer's responsibility to monitor this site for any changing information prior to submitting a Proposal and throughout the procurement process.

WRITTEN QUESTIONS should be submitted to: **Robin Morgan, E-mail:** TP.Purch@dot.state.fl.us

ALL E-MAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE RFP NUMBER (DOT-RFP-24-8002-RM) IN THE SUBJECT LINE.

4) ADDENDA TO THE RFP

The Department reserves the right to make changes to this RFP by issuing Addenda. Any Addenda issued will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (click on "Search Advertisements"), under this RFP number. It is the Proposer's responsibility to monitor this site for any changing information prior to submitting a Proposal and throughout the procurement process. The only recognized changes to the RFP are those changes made through written Addenda issued by the Department.

5) MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this RFP, minority and disadvantaged business enterprises will be afforded the full opportunity to submit Proposals in response to this RFP 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 Proposer and as subcontractors. The Department, its vendors, suppliers, and contractors 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. The Proposer shall indicate its intention regarding MBE participation by completing the Notice of Intent to Sublet and MBE Planned Utilization Form (Form 5).

To request certification, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at [Office of Supplier Diversity \(OSD\) / Agency Administration / Florida Department of Management Services - DMS \(myflorida.com\)](#)

6) CONVICTED VENDOR LIST

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two (currently \$35,000), for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

7) DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity.

8) ANTITRUST VIOLATOR VENDOR LIST

Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a new contract with a public entity; and may not transact new business with a public entity.

9) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to Section 287.05701, Florida Statutes, an awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interest.

10) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

The Proposer must submit, with its Proposal, a completed Foreign Country of Concern Attestation (Form 4). Form 4 must be completed by an officer or representative of the Proposer on behalf of the Proposer.

11) SCOPE OF SERVICES

Details of the services, information, and items to be furnished by the Vendor are described in the Exhibit "A," Scope of Services attached hereto and made a part hereof.

12) PRE-PROPOSAL CONFERENCE:

A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

13) QUALIFICATIONS

13.1 General

The Department will determine whether a Proposer is qualified to perform the services requested by this RFP based upon its Proposal, which should demonstrate satisfactory experience and capability in the work area(s) requested by the RFP.

13.2 Authorized to Transact Business in the State of Florida

The Proposer must be authorized by the Florida Department of State to transact business in the State of Florida. Such authorization should be obtained by the Proposal due date and time, but in any case, must be obtained prior to the execution of the Contract. For authorization, contact:

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

13.3 Licensed to Conduct Services in the State of Florida

If a Proposal includes services that require individuals be licensed by the Florida Department of Business and Professional Regulation, such licenses should be obtained by the Proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the Contract. For licensing, contact:

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

13.4 Authorized to Engage in Collection Activities

The Proposer must, on the date of submission of its Proposal (and throughout the duration of the Contract, if awarded to the Proposer), be a member in good standing with the Florida Bar or be registered as a consumer collection agency or commercial collection agency as required under Chapter 559, Florida Statutes, as amended, and must be duly authorized to collect from debtors located in all fifty (50) states.

14) LIABILITY INSURANCE

The Vendor must carry and keep in force throughout the duration of the Contract all insurance policies and coverages described in the Standard Written Agreement, attached hereto as Attachment A (the "Standard Written Agreement"). Prior to execution of the Contract, the Vendor must submit to the Procurement Officer certificates evidencing, to the Department's satisfaction, the required coverages to be in effect. The

certificates described in this paragraph must be submitted by the Vendor to the Procurement Officer within ten (10) calendar days of written request by the Procurement Officer.

15) METHOD OF COMPENSATION

Refer to Exhibit "B," Method of Compensation ("Method of Compensation"), attached hereto and made a part hereof. The Exhibit "B," Method of Compensation will apply to any Contract awarded under this RFP as it is essential that the limits of compensation remain uniform to ensure the Department's customers are not collectively subjected to disparate or varying fee structures in connection with the provision of services described in the Exhibit "A," Scope of Services.

16) CONTRACT DOCUMENT

The Department's Standard Written Agreement contains terms and conditions that will become an integral part of the Contract. In submitting a Proposal, the Proposer agrees to be legally bound by the terms and conditions in the Standard Written Agreement. Exhibit "A," and Exhibit "B," will become Exhibits A and B, respectively, to the Standard Written Agreement after Contract award.

17) PROTEST OF REQUEST FOR PROPOSALS SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposals 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 or hand delivered to the address above), 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 to the address above.

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.

18) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any person or entity 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 termination of the Contract by the Department.

19) SCRUTINIZED COMPANIES

The Proposer must submit, with its Proposal, a completed Proposer Certification Regarding Scrutinized Companies form (Form 2).

The Department may terminate the Contract if the Vendor is found to have submitted a false certification under Section 287.135(5), Florida Statutes; been placed on the Scrutinized Companies with Activities in Sudan List; been engaged in business operations in Cuba or Syria; been placed on a list created pursuant to Section 215.473, Florida Statutes, related to scrutinized active business operations in Iran; or been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

20) RESERVATIONS

In addition to any other rights reserved or afforded to the Department under this RFP and under applicable law, the Department reserves the right to:

- a) Cancel this RFP at any time prior to the Department's execution of a Contract, without incurring any cost obligations or liabilities.
- b) Accept or reject any Proposal at any time.
- c) Terminate evaluation of any Proposal at any time.
- d) Modify any dates set or projected in this RFP.
- e) Waive minor informalities or irregularities in Proposals.

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if received by the Department after the Proposal due date and time specified in the Timeline (as may be modified by subsequent Addenda). Only Proposals received by the Department on or before the Proposal due date and time will be considered. All Proposals must be typed or printed in ink. A responsive Proposal is defined in Section 287.012(26), Florida Statutes, as a Proposal submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. 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 and non-responsive for reasons that include, but are not limited to, a Proposer's failure to utilize or fully complete required forms as part of the Proposal, the Proposal contains required forms that are altered by a Proposer, the Proposal submitted is a conditional Proposal, the Proposal is incomplete, indefinite, or ambiguous, or the Proposal lacks proper and/or dated signatures. The Department reserves the right to make a responsiveness determination at any time.

21.2 Multiple Proposals

Proposals may be rejected if more than one (1) Proposal is received from a Proposer. Subcontractors may appear in more than one (1) Proposal.

21.3 Other Conditions

Other conditions which may cause rejection of a Proposal 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. A Proposer whose Proposal, past performance, or experience do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be deemed non-responsible. The Department reserves the right to determine which Proposals meet the requirements of this RFP, and which Proposers are responsive and responsible.

22) PROPOSAL INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the format for the Proposal. The Proposer may not include any conditions or exceptions to any aspect of this RFP in its Proposal. A Proposal that contains conditions or exceptions to any aspect of this RFP may be deemed non-responsive.

The Proposal must be organized in three (3) separate parts: the Technical Proposal (Part I), Data Security Documentation (Part II), and Forms (Part III). Each part must be marked as follows:

PART I – TECHNICAL PROPOSAL; DOT-RFP-24-8002-RM – [Insert Proposer's Name]

PART II – DATA SECURITY DOCUMENTATION; DOT-RFP-24-8002-RM – [Insert Proposer's Name]

PART III – FORMS; DOT-RFP-24-8002-RM – [Insert Proposer's Name]

22.2 Technical Proposal (Part I)

The Technical Proposal should be organized in the following sections and contain the information described below. Failure of the Proposer to follow this outline and the instructions contained in this RFP may result in the rejection of the Proposal.

The Technical Proposal is limited to a maximum of seventy-five (75) pages, with each page not to exceed 8½" x 11" in size. All pages should be sequentially numbered. Font size should be at least 10-point for readability. The information provided in the Technical Proposal should be clearly and concisely stated. The Technical Proposal should not contain links to web pages as this content will not be accessed or evaluated.

1. EXECUTIVE SUMMARY

The Proposer may provide an executive summary, which (if provided) should be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services requested by this RFP. The Proposer is encouraged to limit the executive summary (if provided) to no more than five (5) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer should provide a management plan that includes details describing its approach to administration, management, key personnel, staffing, facilities, and location of work for this project.

a. Administration and Management

The Proposer should include the methodology to be used to deliver the services described in the Exhibit "A," Scope of Services, as well as the methodology to be used to provide reliable customer service to debtors and clients, and a plan for coordination, communication and decision making between the Proposer and the Department. The Proposer should also provide information demonstrating that the Proposer is a member in good standing with the Florida Bar or is registered as a consumer collection agency and/or commercial agency as required under Chapter 559, Florida Statutes, as amended.

b. Key Personnel and Staffing

The Proposer should provide the names of proposed Key Personnel (as defined in the Exhibit "A," Scope of Services) that will be utilized by the Proposer for this project, and for each Key Personnel staff member proposed, the Proposer should include the following:

1. A resume.
2. A description of the functions, responsibilities, skills, and qualifications relative to the task(s) to be performed by the Key Personnel staff member.
3. The approximate percentage of time to be devoted by the Key Personnel staff member exclusively to this project and to the assigned tasks.
4. Contact information including phone number and email address.

Key Personnel identified within the Proposal shall not be changed or substituted, except as may otherwise be permitted in the Exhibit "A," Scope of Services.

The Proposer should also provide a staff organization chart that shows the organization structure and staffing proposed for this project.

c. Facilities and Location of Work

The Proposer should provide details describing all facilities and locations at which any portion of the work described in the Exhibit "A," Scope of Services will be performed. Details should include, at a minimum, street address, mailing address, and telephone number for each facility and location, and a description of the services that will be performed at each facility and location. In addition, the Proposer should include information demonstrating that the Proposer maintains a bona fide office in the State of Florida and that the Proposer is duly authorized to collect from debtors located in all fifty (50) states.

3. PROPOSER'S TECHNICAL PLAN

The Proposer should provide a technical plan detailing its technical approach, quality assurance plan, and other capabilities and services offered.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Exhibit "A," Scope of Services, and where significant development difficulties may be anticipated and resolved. The Proposer should provide, at a minimum, the following information:

- (1) Proposed standard operating procedures to deliver the services described in the Exhibit "A," Scope of Services.
- (2) A description of the Proposer's approach to customer service and conducting business in an ethical, efficient, and customer-focused manner. A description of all instances within the past three (3) years where the Proposer has been convicted or found liable by any governmental entity

for violation of any state or federal law, and for each instance, the Proposer should provide details describing all corrective actions completed to remediate such violation (or, if the Proposer is unable to provide such details, then the Proposer should explain the basis for such inability).

- (3) A description of any innovative or additional services (e.g., web access to account records, guaranteed collection rates) the Proposer will provide to the Department (at no cost to the Department) if awarded a Contract.
- (4) A description of the Proposer's network controls, (including, without limitation, the Proposer's approach to access management) to be used by the Proposer in delivering the services described in the Exhibit "A," Scope of Services, if awarded a Contract.
- (5) A description of the Proposer's approach to data management to be used by the Proposer in delivering the services described in the Exhibit "A," Scope of Services, if awarded a Contract.

b. Quality Assurance and Quality Control (QA/QC)

The Proposer should provide a draft of the QA/QC Plan, as further described in the Exhibit "A," Scope of Services, detailing quality control and quality assurance processes for all services to be provided under the Contract.

4. PROPOSER'S EXPERIENCE

The Proposer should describe its prior experience, and the prior experience of any subcontractor, affiliate, subsidiary, parent, or predecessor entity of the Proposer (if the Proposer is relying on such prior experience), in providing the types of services described in the Exhibit "A," Scope of Services. The information provided should include, at a minimum:

- (a) Details describing the Proposer's prior experience (including number of years) in providing the types of services described in the Exhibit "A," Scope of Services.
- (b) If the Proposer is relying on the prior experience of a subcontractor or an affiliate, subsidiary, parent, or predecessor entity of the Proposer, the Proposer should provide 1) the name of the subcontractor, affiliate, subsidiary, parent, or predecessor entity, and details describing its relationship to the Proposer; and 2) details describing the prior experience of the subcontractor, affiliate, subsidiary, parent, or predecessor entity (including number of years) in providing the types of services described in the Exhibit "A," Scope of Services.
- (c) A list of agreements under which the Proposer has provided services similar in size and scope to the services described in the Exhibit "A," Scope of Services. For each agreement, the Proposer should provide details describing 1) the term of the agreement; 2) the services provided by the Proposer under the agreement (including the location of where services were provided by the Proposer and the length of time in which the Proposer provided the services); 3) how the Proposer's performance was measured under the agreement; and 4) samples of collection performance reports prepared by the Proposer, which reflect amounts referred to the Proposer for collection and amounts collected by the Proposer on a monthly, quarterly, or annual basis (**Note: no debtor personal information should be provided with any sample collection performance report**). If the Proposer is relying on the prior experience of a subcontractor or an affiliate, subsidiary, parent, or predecessor entity of the Proposer, then the Proposer should also provide the information described in this paragraph relative to each such subcontractor, affiliate, subsidiary, parent, or predecessor entity.

22.3 Data Security Documentation (Part II)

The Proposer must provide the following documentation in Part II of its Proposal. Do not include any documentation described in this Section 22.3 with Part I (Technical Proposal). No information or documentation provided by the Proposer in Part II will be shared with the Technical Review Committee or become part of the Contract, if awarded to the Proposer. Part II will be reviewed by the Department's Information Security Officer for compliance with industry standards for data security and may be regarded nonresponsive if deemed not in compliance.

1. A copy of the Proposer's most recent results of an independent attestation (Statement on Standards for Attestation Engagements (SSAE) 18, SOC 2 Type II) which must have been completed no more than thirteen (13) months immediately preceding the Proposal due date described in the Timeline, above.
2. A copy of the Proposer's most recent Payment Card Industry (PCI) Attestation of Compliance (AOC), which must have been completed no more than thirteen (13) months immediately preceding the Proposal due date described in the Timeline, above.

22.4 Forms (Part III)

The Proposer shall complete and submit the forms as described in Section 32.2 below, in accordance with the instructions contained therein and in this RFP. Do not include any forms with Part I (Technical Proposal) or with Part II (Data Security Documentation). No information provided by the Proposer in Part III (Forms) will be shared with the Technical Review Committee.

23) COPYRIGHTED MATERIAL

All materials provided as part of the Proposal shall be a matter of public record regardless of copyright status. By submitting a Proposal in response to this RFP, the Proposer authorizes the Department to publish, copy, and reproduce, for the Department's internal use and for purposes of fulfilling its obligations under Chapter 119, Florida Statutes, any and all materials provided as part of the Proposal for which the Proposer holds or purports to hold a copyright.

24) CONFIDENTIAL INFORMATION

In addition to the public records requirements of Section 19 of PUR 1001, if the Proposer considers any portion of its Proposal to contain confidential material exempt from public inspection or disclosure under Chapter 119, Florida Statutes, or other applicable state or federal law (collectively, the "Public Records Law"), then the Proposer must, simultaneously with the un-redacted Proposal, provide the Department with a separate redacted Proposal ("Redacted Copy").

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

Only those portions of the Proposal that the Proposer claims are confidential or exempt from Public Records Law should be redacted in the Redacted Copy. A Proposal 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. The Redacted Copy will be used to fulfill public records and other disclosure requests or requirements.

If the Department receives a public records request to which materials the Proposer has identified as confidential are responsive, the Department will provide the Proposer's Redacted Copy to the requestor. If a requestor asserts a right to the portions of material identified by the Proposer as confidential, the Department will notify the Proposer that such an assertion has been made. It is the Proposer's responsibility to take appropriate legal action to assert that the portions of records in question are protected from disclosure under the Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of materials the Proposer claims are confidential in a legal proceeding, the Department will notify the Proposer of the demand, and it will be the Proposer's responsibility to take appropriate legal action to defend its claims of confidentiality. If the Proposer fails to take appropriate and timely action to defend its claims of confidentiality, the Department will release the materials that are responsive to the demand, without redaction, to the requestor.

The Department is not obligated to agree with the Proposer's claim(s) of confidentiality, and by submitting a Proposal, the Proposer 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 Proposer's determination that the redacted portions of its Proposal are confidential or otherwise protected from public inspection or disclosure. If the Proposer fails to submit a Redacted Copy of its Proposal and the Redacted Copy Index as required herein, then the Department is authorized to release the entire unredacted Proposal submitted to the Department in response to a public records request or other demand for disclosure without further inquiry of the Proposer.

25) COSTS INCURRED IN RESPONDING

This RFP does not commit the Department to award any Contract or to proceed with the procurement described herein. The Department and the State assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any costs incurred or alleged to have been incurred by a Proposer responding to this RFP or by any other party considering the submission of a Proposal to this RFP.

26) SUBMISSION OF PROPOSALS:

The Proposer must submit its Proposal in a sealed package that includes the following:

- a. One (1) original version of Part I, Part II, and Part III of the Proposal in paper copy (each Part separately bound and unredacted). The Proposer must include the originals of any documents required to be signed as part of the Proposal. The Proposer must label the cover page of each Part "Original, Part ___, Binder ___ of ___, " and include the Proposer's name, and the RFP number.
- b. Four (4) copies of Part I (bound, unredacted, and in paper copy). The Proposer must label the cover page of each copy of Part I "Copy # ___, Part I, Binder ___ of ___, " and include the Proposer's name, and the RFP number.
- c. One (1) unredacted electronic (.pdf) copy of Part I, Part II, and Part III of the Proposal on a flash drive. The flash drive must be labeled with the Proposer's name and RFP number, and each file must be unlocked, unencrypted, searchable, and indexed Part I (Technical Proposal), Part II (Data Security Documentation), and Part III (Forms).
- d. If applicable, one (1) electronic (.pdf) copy of the Proposer's Redacted Copy and Redacted Copy Index (as described in Section 24, above) on a flash drive. The flash drive must be labeled with the Proposer's name and RFP number. The Redacted Copy and Redacted Copy Index may be provided on the same flash drive used for the Proposer's unredacted electronic copy (described above).

The RFP number and the Proposer's name must be clearly labeled on the outside of the Proposer's sealed package. Sealed packages must be received by the Department on or before the Proposal due date and time and at the location specified in the Timeline. Proposals received after the Proposal due date and time or at a different location will not be considered.

27) MODIFICATION AND WITHDRAWAL OF PROPOSAL

A Proposer may modify or withdraw its Proposal at any time prior to the Proposal due date specified in the Timeline by submitting a written request to the Procurement Officer.

28) PROPOSAL EVALUATION

Each Proposal will be evaluated as set forth in this Section 28.

28.1 Technical Proposal

A Technical Review Committee ("TRC") will be established to review and evaluate each Technical Proposal submitted in response to this RFP. The TRC will be comprised of at least three (3) persons who collectively have experience and knowledge in the program area(s) and service requirements for which the commodities and/or contractual services sought under this RFP. The TRC members are each authorized to consult with subject matter experts for the purpose of gathering information, if needed.

The Procurement Officer will distribute to each member of the TRC a copy of each Proposer's Technical Proposal (Part I) only. Each TRC member will independently evaluate each Proposer's Technical Proposal using the criteria established in this RFP. The maximum number of points available for each criterion is described below.

Technical Proposal Section	Section Description	Available Points
1	Executive Summary	No Point Value
2	Management Plan	25
3	Technical Plan	40
4	Experience	35
TOTAL AVAILABLE POINTS		100

The Procurement Officer will add the scores for each TRC member for the Proposer's Technical Proposal and divide the total by the number of TRC members to determine the Proposer's total Proposal score ("Proposal Score"). The maximum Proposal Score achievable by a Proposer for this RFP is one hundred (100) points. Proposals that receive a Proposal Score of less than fifty (50) points will be deemed non-responsive.

28.2 Price

In submitting a Proposal, the Proposer agrees that, if awarded a Contract, compensation for services provided in accordance with the Exhibit "A," Scope of Services will be that which is set forth in the Exhibit "B," Method of Compensation.

29) AWARD

The Department intends to contract with up to four (4) responsive and responsible Proposers whose Proposals receive the highest Proposal Scores for the evaluation criteria described in this RFP. However, the Department reserves the right to contract with less than four (4) Proposers or make no awards under this RFP at its sole discretion. The Department's intended decision will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> on the date specified in the Timeline (as may be modified by any subsequent Addenda).

30) POSTING OF INTENDED DECISION/AWARD

The Department's intended decision will be posted on the Florida Vendor Information Portal, at <https://vendor.myfloridamarketplace.com/>, on the date in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any Proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the intended decision (the notice of protest may be faxed to 850-414-5264 or hand delivered to the address above), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed to the address above. 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.

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.

31) PROPOSER'S REPRESENTATIONS AND AUTHORIZATION

In submitting a Proposal, the Proposer understands, represents, acknowledges, and certifies the following:

- a. The Proposer is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Proposer is not currently on the Convicted Vendor List, Discriminatory Vendor List, Antitrust Violator Vendor List, or the Suspended Vendor List, as provided under Sections 287.133, 287.134, 287.137, and 287.1351, Florida Statutes, respectively.

- c. The Proposer, its affiliates, subsidiaries, directors, officers, and employees have not in the last ten (10) years been convicted or found liable for violation of any state or federal law involving a public entity crime (as defined in Section 287.133(1)(g), Florida Statutes).
- d. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- e. Neither the Proposer nor any person associated with it in the capacity of owner, partner, director, officer, or in a position involving the administration of federal funds:
 - 1. Is presently indicted or, within the preceding three years, has been convicted or found liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - 2. Has had within the preceding three-years one (1) or more federal, state, or local government contracts terminated for cause.
- f. The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Proposal.
- g. The Proposer shall indemnify, defend, and hold harmless the Department and its employees against any cost, damage, or expense which may be incurred or be caused by the Proposer's Proposal (including any errors contained therein).
- h. All information provided by, and representations made by, the Proposer are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department of the true facts relating to submission of the Proposal, which may be punishable under law.

32) EXHIBITS, FORMS, AND ATTACHMENTS

32.1 Exhibits

Exhibit "A," Scope of Services
Exhibit "B," Method of Compensation

32.2 Forms

Form 1: Proposer Certification and Contact Information
Form 2: Proposer Certification Regarding Scrutinized Companies
Form 3: E-Verify
Form 4: Foreign Country of Concern Attestation
Form 5: Notice of Intent to Sublet and MBE Planned Utilization

All forms described in this Section 32.2 must be completed and submitted by the Proposer with its Proposal in Part III, Forms.

32.3 Attachments

Attachment A – Standard Written Agreement
Attachment B – PUR 1000 General Contract Conditions
Attachment C – PUR 1001 General Instructions to Respondents
Attachment D – Appendix II (Information Technology Resources)
Attachment E – Collection Performance Report
Attachment F – Interface Control Document*
Attachment G – Sample Security Plan*

*Proposer's must request via email to TP.Purch@dot.state.fl.us

33) GENERAL CONTRACT CONDITIONS (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a document included in Attachment B and is incorporated by reference into this RFP.

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.

34) GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a document included in Attachment C and is incorporated by reference into this RFP.

The following paragraphs within PUR 1001 do not apply to this RFP:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

Paragraph 9, Respondent's Representation and Authorization – PUR 1001

35) ORDER OF PRECEDENCE OF THIS RFP

All Proposals are subject to the terms and conditions of this RFP, which, in case of conflict, shall have the following order of precedence listed (highest to lowest):

Addenda to RFP, in reverse order of issuance

RFP

Exhibit "A," Scope of Services

Exhibit "B," Method of Compensation

Attachment A, Standard Written Agreement

Attachment B - PUR 1000 General Contract Conditions

Attachment C - PUR 1001 General Instructions to Respondents

Attachment D - Appendix II (Information Technology Resources)

Attachment F - Interface Control Document

FORM 1

PROPOSER CERTIFICATION AND CONTACT INFORMATION

This form must be completed by a duly authorized representative of the Proposer and must be submitted by the Proposer with its Proposal in Part III (Forms). If the Department discovers that any of the information on this form is false prior to award, the Department reserves the right to deem the Proposer non-responsive and cease any consideration of its Proposal. If the Department discovers that any information on this form is false after award to the Proposer is made, the Department reserves the right to terminate the Contract and hold the Proposer liable for costs associated with re-procurement.

I, _____, as _____, of
(Name) (Title)

_____, ("Proposer"), hereby certify, on behalf of the Proposer, that:
(Proposer's Name)

1. The Proposer accepts the terms and conditions set forth in the RFP, without qualification or exception.
2. The Proposer is a member in good standing with the Florida Bar or is registered as a consumer collection agency or commercial collection agency as required under Chapter 559, Florida Statutes, and is duly authorized to collect from debtors located in all fifty (50) states.
3. The Proposer has completed and submitted the following documentation as part of the Proposer's Proposal: (a) Part I (Technical Proposal); (b) Part II (Data Security Documentation); and (c) Part III (Forms).
4. If awarded a Contract, the Proposer agrees that compensation for services provided in accordance with the Scope of Services (Exhibit "A" to the RFP) will be that which is set forth in the Method of Compensation (Exhibit "B" to the RFP), which is incorporated by reference as though fully set forth herein.

By signing below, the undersigned certifies the following: (1) that the undersigned is authorized to execute this form on behalf of, and to otherwise bind, the Proposer on whose behalf the undersigned executes this form; (2) that the undersigned has reviewed the statements set forth in this form and can attest to the accuracy of each statement; and (3) that the Proposer understands and agrees with each of the statements set forth above.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Telephone Number: (____) _____ Email Address: _____

Proposer's Mailing Address: _____

Proposer's Street Address: _____

FORM 2
PROPOSER CERTIFICATION
REGARDING SCRUTINIZED COMPANIES

Proposer Name: _____

Proposer FEIN: _____

Proposer Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of submitting a proposal for, or entering into or renewing such contract, the company 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 a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria.

By signing below, the undersigned certifies the following: (1) that the Proposer is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and that the Proposer is not engaged in business operations in Cuba or Syria; (2) that the Proposer is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (3) that the undersigned is authorized to execute this certification on behalf of, and to bind, the Proposer on whose behalf the undersigned executes this certification; and (4) that the undersigned understands that, pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Proposer to civil penalties, attorney's fees, and/or costs.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

I, _____, as _____, of
(Name) (Title)

_____, (“Proposer”), hereby certify that
(Proposer’s Name)

the Proposer is registered with and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees, and that the Proposer is in compliance with Section 448.095, Florida Statutes. The Proposer further certifies that, if awarded the Contract, it shall comply with Section 448.095, Florida Statutes, throughout the duration of the Contract.

By signing below, the undersigned certifies the following: (1) that the responses provided above are true, accurate, and complete, and (2) that the undersigned is authorized to execute this form on behalf of, and to bind, the Proposer on whose behalf the undersigned executes this form.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

FORM 4

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern,

(Entity Name)

is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

FORM 4

Foreign Country of Concern Attestation

Notice of Intent to Sublet and MBE Planned Utilization

I, _____, as _____, of _____,
(Name) (Title)

_____, ("Proposer"), hereby certify that the Proposer:
(Proposer's Name)

(select all that apply)

_____ **does not** intend to sublet a portion of the work requested under the RFP to subcontractors.

_____ **does** intend and commits to sublet a portion of the work requested under the RFP to subcontractors. Proposers shall list all anticipated subcontractors, regardless of MBE status, and include the description of services, name of each subcontractor, percent of work performed by each subcontractor, and certified MBE designation (if any) of each subcontractor, in the table below.

<u>Description of Services</u>	<u>Subcontractor</u>	<u>Percent</u>	<u>MBE</u> (Y) or (N)
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

_____ **has** taken affirmative action to seek out and consider Minority Business Enterprises (MBEs) as defined by the Department of Management Services, Office of Supplier Diversity, as potential subcontractors and/or suppliers.

All changes to subcontractors are subject to the Department's review and approval. The Proposer understands that it will need to submit MBE payment certification forms to the Department for reporting purposes only.

By signing below, the undersigned certifies the following: (1) that the responses provided above are true, accurate, and complete, and (2) that the undersigned is authorized to execute this form on behalf of, and to bind, the Proposer on whose behalf the undersigned executes this form.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date: _____

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

Exhibit "A" Scope of Services

DOT-RFP-24-8002-RM

Table of Contents

1	PURPOSE	4
2	DEFINITIONS AND ACRONYMS.....	4
2.1	Definitions.....	4
2.2	Acronyms	6
3	DEBT COLLECTION OVERVIEW	7
4	VENDOR RESPONSIBILITIES.....	8
4.1	General.....	8
4.2	Interface Control Document; System Requirements; and Implementation Schedule.....	8
4.3	Account Referrals	9
4.4	Collection Procedures	9
4.4.1	Collection Correspondence	10
4.4.2	Initial Notification	10
4.4.3	Collection Amount and Debtor Account Unpaid Balances	10
4.4.4	Payment Methods	11
4.4.5	Collection Activity Suspensions	11
4.4.6	Account Return	11
4.5	Remittance of Collected Amounts to Departments	12
4.6	Vendor Contact Channels	12
4.7	Debtor Inquiries and Complaints.....	13
4.8	Staffing	14
4.8.1	General.....	14
4.8.2	Background Screening.....	14
4.8.3	Key Personnel.....	15
4.9	Quality Assurance and Quality Control Plan.....	15
4.10	Business Continuity Plan	16
4.11	Transition Plan	17
4.12	Files & Reports	17
4.13	Data Security	18
4.13.1	General.....	18
4.13.2	System Security Plan	18
4.14	Records Retention and Document Control	198
4.15	Audit Requirements	19

4.16	Department Data View Access.....	20
4.17	Coordination with Department and Other Department Service Providers	20
4.18	Meeting Requirements.....	20
5	DEPARTMENT RESPONSIBILITIES	20
5.1	Interface Control Document.....	21
5.2	Account Information	21
5.3	Site Visits.....	21
6	VENDOR PERFORMANCE AND FINANCIAL CONSEQUENCES	21

1 PURPOSE

The Vendor is responsible for providing, in accordance with the terms of the Contract, all debt collection services to support the Department's toll operations, as further described in this Exhibit "A," Scope of Services ("Scope of Services").

The Vendor understands and agrees that the Contract is not an exclusive license to provide the services described herein, and that the Department may, without recourse by the Vendor, enter into separate agreements— whether in connection with DOT-RFP-24-8002-RM or a subsequent procurement—with other vendors to provide the services described in this Exhibit "A," Scope of Services. No assurance or guarantee is made to the Vendor regarding the number of accounts that may be placed with the Vendor under the Contract, the dollar amounts of those accounts, or the percentage of accounts placed with the Vendor.

2 DEFINITIONS AND ACRONYMS

2.1 Definitions

When used in this Contract, the following terms shall have the meanings ascribed below:

Account	Refers to a SunPass® account or a TOLL-BY-PLATE® account established with the Department.
Account Placement File	Refers to the Account Placement File transmitted by the Department to the Vendor, as described in the ICD.
Business Day	A weekday (Monday through Friday, inclusive), excluding holidays observed by the Department.
Calendar Day	All days, including weekdays (Monday through Friday, inclusive), weekend days (Saturdays and Sundays), and holidays observed by the Department.
Collection Fee	Refers to the Collection Fee described in Exhibit "B," Method of Compensation.
Commercial Back Office (CBO)	Account management and financial accounting system(s) utilized by the Department to post transactions, process payments, invoice customers, and maintain customer Accounts.

Contract	Refers to the agreement entered into between the Department and the Vendor (sometimes collectively referred to as the "Parties"), as a result of the Department's Request for Proposals (DOT-RFP-24-8002-RM). The Standard Written Agreement, and any attachments, exhibits, and amendments thereto, together form the Contract between the Parties with respect to the subject matter thereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. "Contract" may also be referred to as "Agreement."
Customer Service Center (CSC)	A location for providing customer service for SunPass® and TOLL-BY-PLATE® accounts.
Customer Service Center Service Provider	The entity or entities with which the Department has entered into separate written agreement(s) for the provision of staffing, technology, and/or other resources to provide the Department's customers with services. Also referred to as "CSC Service Provider."
Customer Service Representative (CSR)	The Department's or third-party service provider's staff that provides support to customers and assists customers with questions or issues.
Debtor	A person or entity with an Account which has been referred to the Vendor for collections under this Contract.
Debtor Account	An Account that has been referred to the Vendor to perform collection services under this Contract.
Department	Refers to the Florida Department of Transportation, Florida's Turnpike Enterprise.
Department's Contract Manager	The individual employee(s) of the Department responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection and acceptance of services provided and approval for payment of services requested herein.
Fair Debt Collection Practices Act (FDCPA)	The federal legislation regulating fair debt collection practices, as set forth in 15 U.S.C. ss. 1601 et seq., as amended.
Go-Live	The date (as determined by the Department) upon which the Department begins to refer Debtor Accounts to the Vendor to perform collection services under this Contract.

Interactive Voice Response (IVR) System	An automated telephony system that interacts with callers, gathers information, allows payments to be made and routes calls to the appropriate recipients.
Interface Control Document (ICD)	Refers to Attachment "F," Interface Control Document, Version 1.7, as may be amended by the Department from time to time at its discretion.
Interoperable Agencies	The agencies or entities that manage toll roads, toll bridges, parking, or other similar facilities that are interoperable with the Department's SunPass® prepaid toll collection program. Interoperable Agencies may be individually referred to as "Interoperable Agency."
PCI Data Security Standard (PCI DSS)	Information security standard developed by the Payment Card Industry Security Standards Council for entities that store, process, or transmit cardholder information. For purposes of this Contract, PCI DSS shall mean and refer to PCI DSS Version 3.2.1, as may be amended from time to time.
SunPass®	The Department's branding for its electronic prepaid toll collection program through which payment of toll transactions and other amounts due by a customer are deducted from the customer's account using a transponder.
TOLL-BY-PLATE® (TBP)	The Department's branding for its image-based video billing system that uses photographic images of a vehicle's license plate to identify the customer responsible for toll payment.
Virtual Private Network (VPN)	A service that creates a safe, encrypted online connection from the Department's network over to another network.

Table 1 – Definitions

2.2 Acronyms

CBO	Commercial Back Office
CSC	Customer Service Center
CSR	Customer Service Representative
FDCPA	Fair Debt Collection Practices Act
ICD	Interface Control Document
IVR	Interactive Voice Response
NACHA	National Automated Clearing House Association

PCI	Payment Card Industry
PCI DSS	Payment Card Industry Data Security Standard
SFTP	Secure File Transfer Protocol
SOC	System and Organization Controls
TBP	TOLL-BY-PLATE®
VPN	Virtual Private Network

Table 2 – Acronyms

3 DEBT COLLECTION OVERVIEW

The Vendor will be responsible for providing debt collection services for Debtor Accounts pursuant to the terms of this Contract. Accounts referred (if any) to the Vendor for collection under this Contract may include SunPass® accounts and/or TBP accounts.

SunPass® Accounts

SunPass® is the Department's branding for its electronic prepaid toll collection program through which payment of toll transactions and other amounts due by a customer are deducted from the customer's account using a SunPass® transponder. A SunPass® account may be established for individuals, business entities, and other organizations, and a SunPass® transponder may be used by customers to pay for toll transactions on Department-owned and operated toll facilities, as well as toll transactions and parking transactions on Interoperable Agency facilities.

The Department will issue written notices to a customer if the customer's SunPass® account reaches a configurable insufficient balance threshold (as established by the Department). If the SunPass® account balance remains insufficient after written notices have been issued to the customer, then the Department may refer the Account to the Vendor for collections.

TOLL-BY-PLATE® Accounts

TOLL-BY-PLATE® is the Department's branding for its image-based video billing system that uses photographic images of a vehicle's license plate to identify the customer responsible for toll payment. A TBP account may be established for individuals, business entities, and other organizations, and may be pre-paid (established by a customer) or post-paid (established by the Department for the first-listed registered owner of the vehicle). In addition, a TBP account may include toll transactions and other associated amounts due in connection with travel on Department-owned and operated toll facilities or Interoperable Agency facilities.

The Department will invoice a TBP customer for payment of toll transactions and other associated amounts. If the total amount remains unpaid after the issuance of two (2) invoices, then the Department may refer the Account to the Vendor for collections.

Account Estimates

The Department estimates, but does not guarantee, referring up to 10,000 Accounts (with balances that may total up to \$1,000,000.00) to the Vendor for collection per week. Of the type of Accounts that may be referred each week, the Department estimates that approximately ninety percent (90%) may be TBP accounts, approximately ten percent (10%) may be SunPass® accounts, approximately ninety percent (90%) may be associated with motor vehicles registered in the state

of Florida, and approximately ten percent (10%) may be associated with motor vehicles registered in a state other than the state of Florida. However, the Department does not guarantee any Account volume, dollar amounts, distribution percentage of Account types, or distribution percentage of Accounts associated with motor vehicles registered in- state versus out-of-state.

4 VENDOR RESPONSIBILITIES

4.1 General

The Vendor is responsible for providing debt collection services in accordance with all requirements set forth in this Contract and in accordance with all applicable state and federal laws, rules, and regulations including, but not limited to, the FDCPA, the Florida Consumer Collection Practices Act (ss. 559.55-559.785, Florida Statutes), and the Florida Commercial Collection Practices Act (ss. 559.541-559.548, Florida Statutes), as each may be amended. In addition, the Vendor shall, throughout the term of this Contract, remain in good standing as a member of the Florida Bar or in good standing as a collection agency registered in the State of Florida pursuant to Chapter 559, Florida Statutes, as may be amended, and must remain in good standing to collect from debtors located in all fifty (50) states in accordance with all applicable laws, rules, and regulations.

4.2 Interface Control Document; System Requirements; and Implementation Schedule

The Vendor must establish and maintain, at its sole cost and expense, a Secure File Transfer Protocol ("SFTP") to exchange Debtor Account information with the Department as required under the ICD. All Debtor Account information exchanged between the Department and the Vendor must be exchanged in accordance with the requirements set forth in this Contract (including, without limitation, the ICD). The Vendor shall adhere to and comply with the ICD in the Vendor's development of its system interface to transfer data electronically between the Department and the Vendor.

Within ninety (90) Calendar Days of the Effective Date of the Contract, the Vendor must complete, at its sole cost and expense, all Vendor system modifications and testing to accommodate the exchange of Debtor Account information with the Department as described above. The Vendor must perform, and successfully complete (as determined by the Department), an integration test of the Vendor's systems to validate the functionality required to establish the interface with the Department's CBO system as described under this Contract. The Vendor shall prior to interface testing, develop and submit to the Department for its review and approval test cases for all ICD testing activities ("Test Cases") to validate the functionality required to establish the interface with the Department's CBO system. The Vendor shall complete integration testing with the CBO system in accordance with the approved Test Cases. All test data generated from this testing shall be submitted to the Department. The Vendor shall promptly respond to all questions and/or comments submitted by the Department regarding the test data, and if requested by the Department, the Vendor shall (at no cost to the Department) participate in meetings with the Department to resolve any questions and issues concerning the test data. The Department shall have the right to require the Vendor to retest any or all portions of the integration test in the event of a test failure or a defect is identified by the Department, and such retesting shall be completed by the Vendor to the Department's satisfaction at no cost to the Department.

The Department will determine whether the required system modifications and testing have been successfully completed prior to referring any Accounts to the Vendor for collection under this Contract. The Department shall be under no obligation to modify its data format or any other aspect of its systems to conform to the needs of the Vendor.

In the event the Department determines it necessary to modify the ICD, the Vendor shall work with the Department to plan, design, integrate, test, and transition to the new ICD without interruption of services. The Vendor agrees that it will be responsible, at its sole cost, for making any changes, upgrades, or modifications to, and for otherwise maintaining, its systems to accommodate the exchange of Debtor Account information with the Department in accordance with the ICD and the requirements set forth in this Contract.

4.3 Account Referrals

The Vendor shall accept the referral of Accounts that the Department chooses (at its sole discretion) to refer to the Vendor for collection, regardless of amount, Account type, or whether the Accounts involve in-state or out-of-state customers. Debtor Accounts will be transmitted by the Department to the Vendor in accordance with the ICD. The Vendor shall, upon receipt of the Account Placement File and Account Placement Acknowledgment File (each as described in the ICD), provide a Placement Acknowledgment Report to the Department as required under the ICD.

The Department anticipates that each Debtor Account will be in an amount of at least five dollars (\$5.00); however, Accounts in any amount may be referred to the Vendor for collection as determined by the Department at its sole discretion. Any amounts which have met the applicable limitations period under Chapter 95, Florida Statutes (as amended), shall not be pursued by the Vendor.

4.4 Collection Procedures

All activities undertaken by the Vendor under this Contract must comport with all applicable state and federal laws, rules, and regulations including, but not limited to, the FDCPA, the Florida Consumer Collection Practices Act (ss. 559.55-559.785, Florida Statutes), and the Florida Commercial Collection Practices Act (ss. 559.541-559.548, Florida Statutes), as each may be amended, and must be undertaken in a manner which maintains a positive relationship with the general public and the Department's customers. Collection activities undertaken by the Vendor shall not include reporting any Debtor Account Unpaid Balance (as defined in subsection 4.4.3, below) to any credit bureau or other third party. In addition, the Vendor is prohibited from initiating any legal action to collect any Debtor Account Unpaid Balance.

The Vendor will be responsible for performing skip tracing on any Debtor Account when the information supplied by the Department's CBO does not include a confirmed mailing address or telephone number for the Debtor. The Vendor shall report address information obtained by the Vendor to the Department as required under the ICD.

4.4.1 Collection Correspondence

The Vendor must submit to the Department for its review and approval all collection correspondence templates (including letters, electronic mail messages, text messages, and phone scripts) the Vendor intends to utilize in connection with its performance of services under this Contract. All collection correspondence must be in both English and Spanish language. The Vendor shall not issue any correspondence to Debtors until the format and content thereof has been approved in writing by the Department. Notwithstanding, the Vendor shall at all times remain solely responsible and liable for ensuring all correspondence, notifications, and any other communications issued or made by the Vendor, its employees, agents, and subcontractors, conform with all applicable state and federal laws, rules, and regulations including, but not limited to, the FDCPA, the Florida Consumer Collection Practices Act (ss. 559.55-559.785, Florida Statutes), and the Florida Commercial Collection Practices Act (ss. 559.541-559.548, Florida Statutes), as each may be amended, and the Department's approval of or failure to approve any correspondence, notification, or other communication shall not relieve the Vendor of such responsibility and liability. The Vendor must provide all collection correspondence templates to the Department for review and approval at least annually, and at such other times as may be requested by the Department.

4.4.2 Initial Notification

The Vendor must mail an initial notification letter to the Debtor within seven (7) Calendar Days of the date the Vendor acknowledged receipt of the Account Placement File accompanied with the Placement Acknowledgment File as required under the ICD.

Thereafter, the Vendor shall mail collection letters to all outstanding Accounts that have not received a payment. Updated collection letters shall be mailed as partial payments are received and an unpaid balance remains outstanding from the Debtor.

4.4.3 Collection Amount and Debtor Account Unpaid Balances

For each Debtor Account, the Vendor must attempt to collect full payment of the unpaid balance on the Debtor Account, as reflected in the most recent Account Placement File containing the Debtor Account (the "Debtor Account Unpaid Balance"). In addition, the Vendor may also attempt to collect from the Debtor a Collection Fee in accordance with Exhibit "B," Method of Compensation. The Collection Fee may be recovered by the Vendor only from the Debtor and shall be the sole consideration paid to the Vendor for services performed in connection with this Contract. The Vendor shall not charge or collect any other fees, including, without limitation, service fees, payment fees, late fees, interest, payment card fees, or maintenance fees, in connection with any Debtor Account. The Department shall not be liable for any costs, expenses, or other amounts incurred by the Vendor in connection with the performance of services under this Contract.

The Department reserves the right to revise the Debtor Account Unpaid Balance at any time throughout the duration of this Contract. In the event such a revision is made by the Department, the Collection Fee charged by the Vendor to the Debtor shall be calculated based on the revised Debtor Account Unpaid Balance, as reflected in the most recent Account Placement File containing the Debtor Account.

In addition, the Department reserves the right to accept payment on any Debtor Account included in any Account Placement File. Any such payment received by the Department will be reflected in the next Account Placement File transmitted by the Department to the Vendor. In the event the Department accepts payment on any Debtor Account, the Vendor shall not be entitled to a Collection Fee on such payment.

The Vendor shall not compromise or settle any Debtor Account Unpaid Balance by accepting less than full payment of the Debtor Account Unpaid Balance, except with the prior written approval of the Department. However, the Vendor may establish and maintain installment repayment agreements with Debtors.

4.4.4 Payment Methods

The Vendor will be responsible for providing (at the Vendor's sole cost and expense) multiple, convenient methods through which a Debtor may remit payment to the Vendor. Such payment methods must include, at a minimum, payment card, check, money order, ACH, cash, and mobile payment methods. No cost incurred by the Vendor in connection with establishing and/or maintaining any payment method to collect amounts under this Contract shall be charged to the Debtor as an additional fee or deducted from any amount due to the Department.

The Vendor shall maintain records by Account type and payment method for all funds collected on behalf of the Department and provide to the Department within ten (10) Business Days upon written request.

4.4.5 Collection Activity Suspensions

The Vendor shall, at no cost to the Department, immediately suspend all collection activities on any or all Debtor Account(s):

- a) upon written notice by the Department;
- b) in any geographical area that is under a state of emergency as declared by the Florida Governor pursuant to an Executive Order, unless otherwise instructed by the Department. The Department will notify the Vendor in writing as to when a suspension under this paragraph shall commence, the geographical areas covered by the suspension, and when the suspension shall conclude.

4.4.6 Account Return

The Vendor shall, at no cost to the Department, immediately cease all collection activities and otherwise close and return to the Department any or all Debtor Account(s):

- a) upon written notice by the Department;
- b) if the Debtor Account is not reflected on the Account Placement File (as described in the ICD) provided by the Department;
- c) upon notice that the Debtor has filed for bankruptcy;*
- d) upon notice that the Debtor is deceased; or
- e) upon termination or expiration of this Contract.

*In addition to providing the Bankruptcy File as required under Section 4.12, the Vendor shall also immediately notify the Department in writing if the Vendor receives notice that a Debtor has filed for bankruptcy.

Debtor Accounts shall be returned to the Department no later than seven (7) Calendar Days from the date notice is provided to the Vendor (whether upon written notice by the Department or upon removal of the Debtor Account from the Account Placement File) or, in the event of termination or expiration of this Contract, no later than the date of termination or expiration of this Contract (the "Account Close Date"). The Vendor shall not be entitled to any Collection Fee on a Debtor Account Unpaid Balance that remains outstanding as of the Account Close Date unless payment of said balance is received by Vendor within sixty (60) Calendar Days of the Account Close Date (in which case, the Vendor may receive a Collection Fee as calculated in accordance with Exhibit "B," Method of Compensation). Any payment received by the Vendor on a Debtor Account after sixty (60) Calendar Days of the Account Close Date shall be remitted, in its entirety, to the Department.

4.5 Remittance of Collected Amounts to Department

The Vendor shall remit to the Department, by the next Business Day after the Vendor's receipt, the Debtor Account Unpaid Balance amounts which were collected by the Vendor the previous Calendar Day. The Vendor shall remit such amounts to the Department electronically, in the manner directed by the Department. Along with each payment made by the Vendor to the Department, the Vendor must submit the Collection Payment File as outlined in the ICD. If any inaccuracies are discovered in the Vendor's computations, the Department will notify the Vendor of its findings and provide the correct figure for payment. The Vendor shall, by no later than the next Business Day immediately following notice by the Department as described in the preceding sentence, remit the correct payment amount to the Department (as directed by the Department). In addition, the Vendor shall reflect the correct payment amount in the next daily Collection Payment File and weekly Payment Remittance Statement Report to be provided by the Vendor immediately following notice by the Department described in this paragraph.

4.6 Vendor Contact Channels

The Vendor must provide Debtors with multiple convenient ways to contact the Vendor to inquire about their Accounts and to remit payments. The Vendor shall, at a minimum:

- a) Establish and maintain a toll-free telephone number through which Debtors may contact the Vendor regarding their Accounts. This toll-free telephone number must be included on all collection correspondence issued by the Vendor in connection with this Contract. In addition, the Vendor shall maintain sufficient staff who shall be responsible for answering and resolving calls received on the Vendor's toll-free telephone number during the following minimum hours of operation:

Monday-Friday: 8:00 AM (ET) to 6:00 PM (ET)

Any changes or modifications to the hours of operation described above must be approved by the Department prior to implementation of such changes or modifications by the Vendor.

The Vendor is not required to operate on the following holidays:

- 1) New Year's Day
- 2) Memorial Day
- 3) Independence Day
- 4) Labor Day
- 5) Thanksgiving Day
- 6) Christmas Day

Prior to the end of each calendar year, a schedule of holidays for the upcoming year will be prepared by the Vendor and submitted to the Department for review and approval no later than November 30th of each calendar year. The Department will make the final determination of holiday observance when the holiday falls on a Saturday or Sunday.

- b) Establish and maintain a modern, PCI DSS compliant, IVR System with call flows in both English and Spanish that enables Debtors to remit payment of Debtor Account Unpaid Balance amounts referred to the Vendor under this Contract twenty-four (24) hours a day/seven (7) days a week.
- c) Establish and maintain a responsive, PCI DSS compliant, website through which Debtors may access, review, and otherwise remit payment of Debtor Account Unpaid Balance amounts referred to the Vendor under this Contract twenty-four (24) hours a day/seven (7) days a week. In addition, the Vendor's website shall provide answers to frequently asked questions reviewed and approved by the Department thirty (30) Calendar Days prior to publishing on Vendor's website.

4.7 Debtor Inquiries and Complaints

The Vendor is responsible for both researching and resolving Debtor inquiries related to collection activities throughout the duration of this Contract.

If a Debtor contacts the Vendor to dispute the accuracy of correspondence or other communication by the Vendor made in connection with the performance of services under this Contract, then the Vendor must immediately suspend all collection activities related to the Debtor Account notify the CSC Service Provider (as directed by the Department) via email (with the Department copied) and provide the dispute details within one (1) Business Day of the Vendor's receipt of the Debtor's inquiry. The Vendor shall coordinate with the CSC Service Provider to determine what documentation may be needed by the Vendor to respond to the Debtor's inquiry. Documentation provided by the CSC Service Provider may include details such as the Debtor Account balance, invoices, correspondence related to the Debtor Account balance, Debtor Account notes, or other related information that may be available. The Vendor shall not resume any collection activities related to the Debtor Account until the dispute has been resolved and notification of such resolution has been provided to the CSC Service Provider (with the Department copied).

If the Vendor receives a complaint related to the manner in which the Vendor is attempting to collect Debtor Account Unpaid Balance amounts on a Debtor Account, the Vendor shall immediately suspend all collection activities related to that Debtor Account. In addition, the Vendor shall notify the Department via email the details of such complaint (and include a copy of the complaint, if made in writing) within one (1) Business Day of the Vendor's receipt of the complaint. The Vendor shall cooperate with the Department in the review of the complaint, including, without limitation, providing any information requested by the Department related to collection activities undertaken by the Vendor in connection with the Debtor Account. The Vendor shall not resume any collection activities related to the Debtor Account until the complaint has been resolved to the satisfaction of the Department.

4.8 Staffing

4.8.1 General

The Vendor is responsible for providing all staff necessary to perform the services required under this Contract. Staffing provided by the Vendor must include bilingual staff (English and Spanish). Only qualified, experienced, and skilled personnel shall be utilized by the Vendor in connection with this Contract, and the Vendor shall be responsible for ensuring that all persons performing services under this Contract are well-trained in all laws, rules, and regulations applicable to the services being performed. The Vendor is responsible for maintaining, and providing upon request by the Department, a comprehensive organizational chart detailing the names, titles, roles, and contact information of all staff responsible for providing services under this Contract. In addition, the Vendor shall, upon request, furnish to the Department a copy of any license, certification, or other proof of qualification for any Vendor staff member at any time throughout the duration of the Contract.

All Vendor staff shall, at all times, provide accurate, professional, efficient, and courteous service to all customers whose Accounts have been referred to the Vendor for collection. Vendor staff shall not make any threatening, false, or misleading statements to any individual or entity in connection with any services provided under this Contract. All Vendor staff shall exercise sound judgment and conduct themselves in such a manner that will reflect favorably upon the Department when performing services under this Contract.

All Vendor staff must, at all times, comply with the requirements set forth in this Contract and with all applicable laws, rules, and regulations related to the services provided under this Contract. The Department reserves the right to require removal of any member of the Vendor's staff (including staff serving in a Key Personnel position) from this Contract. If the Department requires removal of a Vendor's staff member from this Contract, such shall neither be construed as a request by the Department to terminate the Vendor's staff member from the Vendor's employ, nor shall it relieve the Vendor of its continuing performance obligations under this Contract. Under no circumstances shall the Vendor inform the Vendor staff member that he or she is being terminated by the Department or any representative of the Department. The Vendor shall take full responsibility for termination of any Vendor staff member from the Vendor's employ. The Vendor is an independent contractor and not an employee of the Department.

4.8.2 Background Screening

The Vendor shall establish and maintain a screening process for all potential candidates that may provide services under this Contract. All staff screening shall be completed at the Vendor's expense and must include, at a minimum, completion of a background check (FBI Level II) prior to hiring. All Vendor staff members must successfully pass all required background screening before providing services under this Contract and every two (2) years during the Contract term.

4.8.3 Key Personnel

The Vendor is responsible for providing the Key Personnel described below throughout the duration of the Contract. All Key Personnel must be full-time employees of the Vendor. The Vendor shall notify the Department in writing of any proposed replacement for any Key Personnel position. The Department shall have the right to review and approve the qualifications of any individual that the Vendor proposes to appoint to a Key Personnel position prior to such individual commencing any work under this Contract.

The Vendor's Project Principal shall be responsible for overseeing the overall execution and delivery of services under this Contract and shall serve as the primary point of contact for the Department. The Vendor's Project Principal should have a minimum of ten (10) years of experience in managing, overseeing, and leading the delivery of debt collection services in compliance with all applicable debt collection laws, rules, and regulations on project(s) involving services of a comparable scope. The Vendor's Project Principal should also have extensive experience and knowledge in debt collection methodologies and industry best practices, as well as in working with, applying, and advising clients on debt collection laws, rules, regulations practices, and procedures applicable to services of a comparable scope. The Vendor's Project Principal shall have the authority to act on behalf of and bind the Vendor in any matter related to the requirements of this Contract.

The Vendor's Contract Manager shall be responsible for the execution and delivery of services under this Contract and shall serve as the secondary point of contact for the Department when the Vendor's Project Principal is not available. The Vendor's Contract Manager should have a minimum of five (5) years of experience in managing the delivery of debt collection services in compliance with all applicable debt collection laws, rules, and regulations on project(s) involving services of a comparable scope. The Vendor's Contract Manager should also have experience and knowledge in debt collection methodologies and industry best practices, as well as in the applying debt collection laws, rules, regulations, practices, and procedures applicable to services of a comparable scope.

4.9 [Quality Assurance and Quality Control Plan](#)

The Vendor shall be responsible for developing and maintaining a Quality Assurance and Quality Control Plan ("QA/QC Plan") describing the Vendor's approach to quality assurance, including, without limitation, details describing the Vendor's approach to:

- a) Systematically evaluating the quality of and adherence to service delivery standards, processes, and procedures (including, without limitation, the process to ensure the total amount indicated on the Payment Remittance Statement Report and actual funds received by the Department match).
- b) Addressing initial and ongoing monitoring of all Vendor staff.
- c) Ensuring the quality of subcontractors (if any are used for this project).
- d) Ensuring compliance with all laws, rules, regulations, policies, procedures, and standards applicable to the services described in this Contract.
- e) Managing performance.
- f) Addressing QA/QC issues, including training and remediation.
- g) Cultivating and implementing process improvements throughout the duration of the Contract.

The Vendor shall update its QA/QC Plan and resubmit the same to the Department no later than thirty (30) Calendar Days of the Effective Date of the Contract, and on at least an annual basis (or such other frequency as determined necessary by the Department) thereafter. The QA/QC Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor.

4.10 Business Continuity Plan

The Vendor shall, within thirty (30) Calendar Days of the Effective Date of the Contract, submit to the Department for its review and approval a business continuity plan (the "Business Continuity Plan") detailing the Vendor's approach to sustain operations in the event of planned or unplanned service outages or downtime. The Business Continuity Plan shall, at a minimum, include the following:

- a) Detailed organizational structure identifying the business continuity team roles, responsibilities, and contact information.
- b) Procedures detailing steps needed to fully implement and sustain continuity of Vendor's services under this Contract.
- c) Preparation steps for events specified in Business Continuity Plan and testing of the Business Continuity Plan.
- d) Communication strategy during outages and recovery of any outages.
- e) Back-up and data management procedures with frequency of activities.
- f) Disaster recovery plan and procedures, including expected downtimes (if any), recovery time, restoration plan focusing on maintaining data integrity and availability throughout the duration of a disaster, emergency, or other incident or event, and subsequent response and reporting. The reports shall define the root cause of the incident or event and the action plan to resolve the root cause no later than the date and time directed by Department. The reports shall also describe the steps to be taken to prevent the root cause from occurring again.
- g) Contingency plan during a system outage or downtime (example: action plan while the Vendor's payment portal or IVR System is down and not able to service customers).
- h) If the Vendor proposes a remote workforce, the Vendor's approach to deploying and managing a remote workforce, including details describing risks and risk mitigation strategies; how remote operations will be performed and monitored; how data will be secured in accordance with the Contract requirements; and how transition back and return to normal operations will occur.

The Business Continuity Plan shall be developed to allow for the restoration of operations as follows:

- a) Payment processing portal and IVR System shall be operational in less than or equal to seventy-two (72) hours of planned or unplanned service outages or downtime.
- b) Vendor Customer Service Representatives shall be available in less than or equal to seventy-two (72) hours of planned or unplanned service outages or downtime.
- c) All Vendor reports shall be available to the Department in electronic form in less than or equal to seventy-two (72) hours of planned or unplanned service outages or downtime.

The Business Continuity Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor. The Business Continuity Plan shall be updated by the Vendor and resubmitted to the Department for its review and approval on at least an annual basis, and at such other frequency as determined necessary by the Department.

4.11 Transition Plan

The Vendor shall, within thirty (30) Calendar Days of the Effective Date of the Contract, submit to the Department for its review and approval a transition approach detailing the Vendor's plan to transitioning operations in the event of termination or expiration of this Contract. The transition approach shall, at a minimum, include the process and timeline for the following:

- a) Return of Debtor Accounts
- b) Debtor payments received by mail, phone, and online
- c) Website updates
- d) Customer correspondence
- e) Outstanding dispute information with Debtors
- f) Debtor payment plan details
- g) Outstanding customer complaints

In addition, the Vendor agrees to cooperate with the Department during any transition period.

4.12 Files & Reports

The Vendor shall be responsible for maintaining and providing the following files and reports to the Department throughout the duration of the Contract.

The following files and reports must be provided by the Vendor to the Department in accordance with the requirements described in the ICD:

- a) Placement Acknowledgment Report
- b) Collection Payment File and Payment Acknowledgment File
- c) Payment Remittance Statement Report
- d) Address Update File
- e) Bankruptcy File and Bankruptcy Acknowledgment File
- f) Deceased Notification Report

In addition to the reports set forth above, the Vendor shall provide a collections performance report in the format show in Attachment "E" ("Collections Performance Report") to the Department by the twenty-first (21st) Calendar Day of each month (if the 21st Calendar Day of the month falls on a non-Business Day, then the Vendor shall provide the Collections Performance Report on the next Business Day immediately thereafter) detailing, for the previous month, the amounts referred to the Vendor for collection under this Contract, the amounts collected (both in dollars and number of applicable Debtor Accounts), and the resulting collection percentages. The Collections Performance Report shall also include stratification by balance owed and the duration of time in which the Debtor Account has been with the Vendor for collections.

Files and reports must be approved by the Department thirty (30) Calendar Days prior to Go-Live and may be modified by the Department throughout the term of the Contract.

4.13 Data Security

4.13.1 General

The Vendor, its employees, agents, and subcontractors, shall, throughout the duration of this Contract, comply with all applicable data security laws, rules, regulations, and requirements (including, without limitation, Attachment "D" (Appendix II – Information Technology Resources), PCI DSS, Section 501.171, Florida Statutes, and Rule Chapter 60GG-2 of the Florida Administrative Code) in connection with the provision of services under this Contract. Except (a) to the extent necessary to fulfill the terms of this Contract and with the express permission of the Department, or (b) to the extent required by law and after notice to the Department, neither the Vendor nor the Vendor's employees, agents, subcontractors, or subcontractor personnel shall divulge to third parties any Department data (including, without limitation, customer information, Debtor information, Debtor Account information, security procedures, business operations information, commercial proprietary information in the possession of the State of Florida and/or the Department, and any other information that is protected from public inspection or disclosure under Chapter 119, Florida Statutes, or other applicable state or federal law (as may be amended) related to privacy, confidentiality, security, critical infrastructure, or cybersecurity) obtained by the Vendor or its employees, agents, or subcontractors in the course of performing services under this Contract. In addition, no Department data shall be transmitted, transferred, stored, or processed offshore or outside of the continental United States, except as otherwise approved in writing by the Department. The Vendor shall ensure that the provisions of this paragraph are incorporated into all agreements between the Vendor and any employee, agent, subcontractor, or subcontractor personnel that may access any Department data described under this Contract.

The Vendor must implement procedures to ensure the protection and confidentiality of all Department data involved with this Contract, and the Vendor shall ensure that proper security controls (as required under the terms of this Contract and all applicable laws, rules, regulations, and requirements) are always maintained throughout the duration of this Contract. The Vendor shall indemnify, defend, and hold harmless the State of Florida and the Department, and all of their officers, agents, and employees, from any and all claims, demands, actions, suits, judgments, fines, damages, and costs, including attorneys' fees, of any kind or nature, arising from or related to use of Department data by the Vendor or its employees, agents, or subcontractors, or breach of the data security requirements set forth in this Contract by the Vendor or its employees, agents, or subcontractors.

4.13.2 System Security Plan

The Vendor shall, within thirty (30) Calendar Days of the Effective Date of the Contract, submit to the Department for its review and approval an updated System Security Plan ("SSP") for any major network changes that will impact business processes, in accordance with Chapter 60GG-2.002 F.A.C. System Security Plans and in the SSP template provided by the Department. The SSP and any changes thereto must be approved by the Department prior to implementation thereof by the Vendor. The SSP shall be reviewed by the Vendor at least annually (and at such other frequency as may be directed by the Department), and any proposed updates to the SSP shall be submitted to the Department for its review and approval.

4.14 Records Retention and Document Control

The Vendor shall keep and maintain all records (including, without limitation, CSR interactions, Debtor call recordings, and financial transaction detail records) in accordance with the terms of this Contract, Department policies, procedures, and directives, and applicable laws, regulations, and rules, each as may be amended, including Rule 1B-24.003(1)(a), Florida Administrative Code. Standards for records management and retention may change during the term of the Contract, and the Department will provide updates to its internal policies and procedures to the Vendor as appropriate. However, it is the Vendor's responsibility to ensure it is aware of any changes to non-Department standards and to accommodate those changes as appropriate within its operations under this Contract.

The Vendor shall establish and maintain, on a web-based platform, an electronic document repository for all documents and other materials associated with this Contract. The document repository shall be accessible over a secure internet connection by Department personnel (designated by the Department) twenty-four (24) hours a day/seven (7) days a week.

4.15 Audit Requirements

The Vendor shall provide the Department with a copy of its Service Organization Control Report (SOC 2 Type II) results demonstrating that an audit has been performed by an independent certified public accounting firm in accordance with Statement on Standards for Attestation Engagements No. 18 (SSAE 18) on an annual basis on such date as directed by the Department throughout the duration of this Contract. The Vendor is responsible for all costs associated with the requirements of this Section 4.15.

The SOC 2 Type II report results shall also note that a deterioration of controls has not occurred over the Vendor's operating systems and no significant control deficiencies were noted during the applicable period. If control deficiencies were identified, the Vendor must notify the Department within three (3) Business Days of receiving the audit report. In addition, the Vendor must (if deficiencies were identified) provide a corrective action plan to include the implementation of compensating controls and deficiency remediation within fifteen (15) Business Days from the date the Vendor receives a copy of the audit report. Upon the Department's acceptance of the Vendor's corrective action plan, the Vendor shall immediately implement the corrective action plan within the time period directed by the Department.

SOC 2 Type II control objectives must include at a minimum:

1. Debtor Payment – Controls provide reasonable assurance that debtor payments are completely and accurately recorded, safeguarded, and properly remitted to clients.
2. Inventory Control and Data Transfer – Controls provide reasonable assurance that client information is completely and accurately set up in the Vendor's system.
3. Physical Security and Environmental Controls – Controls provide reasonable assurance that physical access to the Vendor's data center and payment processing areas are restricted to appropriately authorized personnel and that environmental controls are in place and operational.
4. Application Change Management – Controls provide reasonable assurance that implementations to system changes and hardware changes and specific application software are appropriately authorized, tested, approved, and documented.

5. Logical Access and Security – Controls provide reasonable assurance that application, database, and network access is restricted to authorized individuals.

In addition to the requirements set forth above, the Vendor is responsible for maintaining compliance with all applicable data security standards throughout the duration of this Contract. Thirty (30) Calendar Days prior to Go-Live, the Vendor must submit to the Department a PCI Attestation of Compliance (AOC) which must have been completed no more than thirteen (13) months prior to Go-Live. The AOC shall be delivered annually to the Department throughout the duration of the contract on a date mutually agreed upon between the Vendor and the Department. The Vendor shall also meet all encryption and security guidelines for storing bank routing and account numbers in accordance with all applicable NACHA Standards, as may be amended.

4.16 Department Data View Access

The Vendor shall, at no cost to the Department and throughout the duration of this Contract, provide Department-designated personnel with continuous access to the Vendor's system to review real-time read only data views in JSON, CSV, XLS that can be extracted by the Department's reports system for analytics and dashboards. The data view shall include without limitation Debtor's Account profile, communications, and payment history. The Department will access this information for financial and data analysis purposes.

4.17 Coordination with Department and Other Department Service Providers

The Vendor shall coordinate and cooperate with the Department and the Department's other service providers as necessary to meet all requirements of this Contract.

4.18 Meeting Requirements

The Vendor shall, upon request by the Department, facilitate and participate in meetings with the Department to discuss the status of the Contract and the Vendor's performance. The Department shall have the right to submit written questions to the Vendor concerning any items discussed during a meeting and the Vendor shall respond, in writing, to all questions within ten (10) Business Days of its receipt thereof. The Department will convene an initial meeting with the Vendor to achieve a mutual understanding of the Contract requirements, to provide the Vendor with an orientation to the Contract management process, and to provide an explanation of the roles of the Department's team and Department Contract Manager. Following the initial meeting, the Vendor must meet with the Department at such times as requested by the Department.

5 DEPARTMENT RESPONSIBILITIES

This Section describes the items to be furnished and provided by the Department to be used by the Vendor to perform the services required in this Contract. Except as otherwise expressly provided in this Contract, the Vendor will be responsible for furnishing all resources needed to perform the services described in this Exhibit "A," Scope of Services.

5.1 Interface Control Document

The Department will furnish the most up to date version of the ICD no later than fifteen (15) Calendar Days of the Effective Date of the Contract.

5.2 Account Information

For each Debtor Account, the Department will provide available Debtor Account information to the Vendor in the manner described in the ICD. The Department will provide updates to Debtor Account information, if available and to the extent practicable, on a weekly basis or at such other frequency as may be determined by the Department from time to time throughout the duration of the Contract. The Department may also make Debtor Account balance information available (in read-only form) to the Vendor via the web-based CBO through a secure VPN connection. The Vendor shall be responsible for all costs associated with connecting to the VPN.

5.3 Site Visits

The Department reserves the right, at its discretion and at no cost to the Department, to periodically examine and audit the Vendor's systems, procedures, internal controls, financial transactions occurring in connection with this Contract, and supporting documentation to verify Contract compliance. In addition, the Department may, with advance notice, conduct an on-site visit of Vendor's office(s) and audit Vendor's Debtor Account records for Contract compliance. Further, the Department reserves the right, with advance notice, to examine and audit all books and records related to this Contract kept by or under control of the Vendor, its employees, agents, assigns, successors, and subcontractors. If the results of any audit conducted by or on behalf of the Department reveal that the Vendor has underpaid the Department for any amount that should have been remitted to the Department pursuant to the terms of the Contract, then the Vendor shall reimburse the Department for its costs associated with the audit and the amounts of underpayment identified.

6. VENDOR PERFORMANCE AND FINANCIAL CONSEQUENCES

The Department will continually monitor and evaluate the Vendor's quality and efficiency of services performed under this Contract and will impose financial consequences when the Vendor fails to comply with the requirements of this Contract. The Department and the Vendor agree that the financial consequences for non-performance described herein are an estimate of damages which are difficult to ascertain and are not penalties. Each month, the Department will invoice the Vendor for any financial consequences assessed by the Department, and the Vendor shall, within twenty (20) Calendar Days of the date of such invoice, remit full payment thereof to the Department.

The following financial consequences will apply to the Vendor's non-performance under the Contract:

Performance Requirement	Financial Consequences for Non-Performance, Per Occurrence
The Vendor shall remit to the Department, by the next Business Day after the Vendor's receipt, the Debtor Account Unpaid Balance amounts which were collected by the Vendor the previous Calendar Day, as required under Section 4.5.	For each Business Day in a month that Debtor Account Unpaid Balance amounts are not remitted to the Department as required, a financial consequence of \$100.00 per Business Day will be assessed against the Vendor.
The Vendor shall provide Debtor call recordings to the Department within five (5) Business Days of written request by the Department.	For each Calendar Day in a month that a Debtor call recording is not provided by the Vendor to the Department as required, a financial consequence of \$500.00 per Calendar Day will be assessed against the Vendor.

The Vendor shall provide all files and reports described under Section 4.12 to the Department in such manner and at such frequency as is required under Section 4.12.	For each Calendar Day in a month that a file or report described under Section 4.12 is not provided by the Vendor to the Department as required, a financial consequence of \$100.00 per Calendar Day will be assessed against the Vendor.
The Vendor shall meet with restoration of operations recovery times per incident within seventy-two (72) hours as defined in Section 4.10 a), b), and c) and the approved Business Continuity Plan.	For each business interruption not restored within seventy-two (72) hours a financial consequence of \$1,000 per incident for each Calendar Day not restored will be assessed against the Vendor.
The Vendor shall complete a SSAE 18 SOC 2 Type II audit on an annual basis, and it shall submit a copy of each audit report to the Department as required under Section 4.15.	For each Calendar Day in a month that a copy of the SSAE 18 SOC 2 Type II audit report described under Section 4.15 is not submitted by the Vendor to the Department as required, a financial consequence of \$100.00 per Calendar Day will be assessed against the Vendor.
The Vendor shall submit a PCI Attestation of Compliance to the Department on an annual basis as required under Section 4.15.	For each Calendar Day in a month that the PCI Attestation of Compliance described under Section 4.15 is not submitted by the Vendor to the Department as required, a financial consequence of \$100.00 per Calendar Day will be assessed against the Vendor.

Table 3 - Financial Consequences

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ATTACHMENT "A"
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: _____

F.E.I.D. No.: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S. _____
(required for contracts in excess of \$5 million)

Procurement No.: DOT-RFP-24-8002-RM

D.M.S. Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2024 (the "Effective Date") by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called the "Department"), and _____, _____, duly authorized to conduct business in the State of Florida (hereinafter called "Vendor") (the Department and the Vendor may be individually referred to as "Party" and collectively referred to as the "Parties"), hereby agree as follows:

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the:

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as 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 upon execution and shall be completed by five (5) years or date of termination, whichever occurs first.
 - Services shall commence July 1, 2024 and shall be completed by five (5) years, or date of termination, whichever occurs first.
 - Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
 - This Agreement may be renewed for up to five (5) additional years in such increments as determined by the Department. 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. The 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 (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 plans 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 ten 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 Department's 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 post audit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Contract 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 paid unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), Florida Statutes (F.S.). All payments issued by agencies to registered vendors for purchases of commodities or contractual services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or eligible users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Department will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the Vendor to being suspended from business with the State of Florida. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

5. INSURANCE AND BOND COVERAGE

- A. **INSURANCE:** The Vendor shall not commence any work until it has obtained the following types of insurance, and certificates evidencing (to the Department's satisfaction) the required coverages to be in effect have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required certificates of insurance to the Department's Procurement Officer within ten (10) calendar days of written request by the Procurement Officer.

The Vendor shall carry and keep in force during the term of this Agreement, the following insurance policies with a company or companies authorized to do business in Florida:

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

- The Vendor shall carry and keep in force during the term of this Agreement, Fidelity Employee Insurance and Computer Crime Insurance policies providing coverage for direct loss to the Department and any legal liability of the Department arising out of or related to fraudulent or dishonest acts committed by the employees of the Contract or its agents, acting alone or in collusion with others, in a minimum amount of \$1,000,000 per loss. The Department must be added by endorsement or included under a blanket endorsement to this coverage as a joint loss payee.

With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional insured prior to commencing any work under this Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days' advance notice shall be given to the Department or as provided in accordance with Florida law. 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 subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

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

C. PAYMENT AND PERFORMANCE BOND:

- No Bond is required.
- Vendor must supply to the Department a Payment and Performance Bond ("Performance Bond") covering the duration of the Contract in the amount of \$_____. In the event the Contract is renewed or extended, the Vendor must supply to the Department a Performance Bond in the amount described above to cover any such renewal or extension. The Performance Bond must be provided by a surety company authorized to do business in the State of Florida, payable to the Department and conditioned upon the Vendor's prompt, faithful, and efficient performance of this Agreement according to its terms and conditions, and for the Vendor's prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

6. COMPLIANCE WITH LAWS

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

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

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

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel,
Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170,

TPprcustodian@dot.state.fl.us

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes are by reference made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. Pursuant to section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/procurement/pdf/appendices-a-and-e_for-contracts-2015-04.pdf?sfvrsn=fd7881aa_2 incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

7. TERMINATION AND DEFAULT

- A. This Agreement may be terminated by the Department in whole or in part at any time if the interest of the Department requires such termination. The Department reserves the right to terminate this Agreement in the event an assignment is made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. Section 287.135, Florida Statutes, prohibits a company from entering into a contract for goods or services of any amount if, at the time of entering into such contract, the company 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 a company from entering into a contract for goods or services of \$1,000,000 or more if, at the time of entering into such contract, the company is on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or is engaged in business operations in Cuba or Syria. If the Department determines the Vendor submitted a false certification under Section 287.135, Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135, Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes, are met. Additionally, the Department may terminate the Contract if the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List; been engaged in business operations in Cuba or Syria; been placed on a list created pursuant to Section 215.743, Florida Statutes, relating to scrutinized active business operations in Iran; or been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- F. Pursuant to Section 908.111, Florida Statutes, the Department may not execute, amend, or renew a contract with a common carrier or contracted carrier, if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida, with knowledge that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Pursuant to Section 908.111, Florida Statutes, the Vendor represents that the Vendor is a carrier with which the Department may enter this Agreement or is not a carrier defined in and subject to Section 908.111, Florida Statutes. The Department may terminate this Agreement upon receipt of knowledge or information that the Vendor is a carrier with which the Department is prohibited from contracting with under Section 908.111, Florida Statutes. Such termination shall be effective on the date of written notice to the Vendor.
- G. Early termination fees or early termination or cancellation fees are expressly prohibited under this Agreement and will not be paid by the Department to the Vendor or any of its subcontractors. The Department will not pay early termination or cancellation fees in the event of termination for cause or convenience.

8. ASSIGNMENT AND SUBCONTRACTS

- A. Select the Appropriate box:
- ☐ The following provision is not applicable to this Agreement:
- ☒ The following provision is hereby incorporated in and made a part of this Agreement:

The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified this Agreement without the written consent of the Department. The following subcontractors are authorized under this Agreement:

After Agreement execution and before the Vendor enters into any agreement with a subcontractor not already authorized to provide, or assist in the provision of, services under the Agreement, the Vendor shall give the Department at least twenty (20) business days' written notice of its intent to subcontract services required under the Agreement, and include the basis for the need to subcontract

and any other information the Department may reasonably require to evaluate the proposed subcontractor. Any objection or request for additional information by the Department Contract Manager will be in writing. The Parties agree that a subcontractor's change in control (including, without limitation, a change in control in connection with a transaction with a parent, subsidiary, affiliate, division, or entity controlling, controlled by, or under common control with the subcontractor, or in connection with a transaction with a successor entity as a result of a merger, consolidation, reorganization, or government action), shall require the subcontractor to undergo the approval process again as if it were a new subcontractor.

The Department reserves the right to require removal of subcontractors or subcontractor staff from this Agreement. If the Department exercises its right to require removal of a subcontractor staff member from this Agreement, such shall not be construed as a request by the Department to terminate the staff member from the subcontractor's employ. Under no circumstances shall the subcontractor inform the staff member that he or she is being terminated by the Department or any representative of the Department. The subcontractor shall take full responsibility for the termination of a subcontractor staff member. The Vendor agrees to incorporate this paragraph into all agreements between the Vendor and any subcontractor providing services under this Agreement.

Removal of a subcontractor shall require an amendment to this Agreement. The Vendor may remove any subcontractor at any time but shall obtain the Department's approval as outlined herein. The Vendor shall notify the Department Contract Manager in writing in the event it plans to remove a subcontractor or when it plans to terminate or materially change the terms of any subcontractor agreement at least forty (40) business days before such action is taken to ensure adequate time to effectively communicate changes and to provide knowledge transfer to the Vendor, or replacement staff as agreed to by the Department; unless good reason (impacts to public health, safety and welfare) exists for more immediate action by the Vendor against the subcontractor, in which event the Vendor shall notify the Department of such action no later than the day the action is taken. Such notice shall set forth the relevant details of the reasons for termination. If the Vendor seeks to replace any such removed subcontractor, such replacement subcontractor must be approved as provided herein by the Department and authorized through an amendment to this Agreement.

B. Select the Appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

- The following provision is hereby incorporated in and made a part of this Agreement:

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

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

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

9. MISCELLANEOUS

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

- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either Party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal actions may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the Attachment "D," Appendix II Information Technology Resources are made a part of this Agreement.
- H. Pursuant to Rule 60A-1.002, F.A.C., Forms PUR 1000 and PUR 1001 are incorporated herein by reference and made a part of this Agreement except where superseded or specifically excluded, by this Agreement and any attachments, exhibits, or Amendments.
- I. The Department may grant the Vendor's employees or subcontractors access to the Department's secure networks as part of the project. In the event such employees' or subcontractors' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's Contract Manager no later than the employees' or subcontractors' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subcontractors' participation in the project, whichever occurs later.
- J. Vendors/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
 3. shall adhere to requirements in section 448.095, Florida Statutes.
- K. The Vendor shall not use Department information for any purpose other than to facilitate the transactions contemplated by this Agreement. The Vendor shall not disclose Department information to any Vendor employee or subcontractor unless such person needs access in order to perform the services required under this Agreement; and shall not disclose Department information to any other third party without the Department's prior written consent. Without limiting the generality of the foregoing, the Vendor shall protect Department confidential information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Vendor shall promptly notify the Department of any misuse or misappropriation of Department information that comes to the Vendor's attention. Notwithstanding the foregoing, the Vendor may disclose Department information as required by applicable law. The Vendor shall give the Department prompt notice of any such legal or governmental demand and reasonably cooperate with the Department in any effort to seek a protective order or otherwise to contest such required disclosure.
- L. Time is of the essence as to each and every obligation under this Agreement.
- M. The following documents are incorporated and made a part of this Agreement: Exhibit "A," Scope of Services; Exhibit "B," Method of Compensation; Attachment "B" – PUR 1000; Attachment "C" – PUR 1001; Attachment "D," Appendix II (Information and Technology Resources); Attachment "E," Collections Performance Report; Attachment "F," FTE Interface Control Document (ICD) (incorporated by reference); and Attachment "G," Sample Security Plan (incorporated by reference). In the event of a conflict among the documents that make up this Agreement, the order of precedence is as follows (highest to lowest):
1. Exhibit "A," Scope of Services
 2. Exhibit "B," Method of Compensation
 3. Standard Written Agreement
 4. Attachment "B" – PUR 1000
 5. Attachment "C" – PUR 1001
 6. Attachment "D" – Appendix II Information Technology Resources
 7. Attachment "E," – Collections Performance Report
 8. Attachment "F," – FTE Interface Control Document (ICD) (incorporated by reference)
 9. Attachment "G," – Sample Security Plan (incorporated by reference)

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

Nicola Liquori
(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

Attachment B

DOT-RFP-24-8002-RM

State of Florida PUR 1000 General Contract Conditions

Contents

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

- 43. Cooperative Purchasing.
- 44. Waiver.
- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

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

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

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

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

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

Attachment B

DOT-RFP-24-8002-RM

- (b) **Best Pricing Offer.** During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished,

Attachment B

DOT-RFP-24-8002-RM

for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

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

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

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

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

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

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

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

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an

Attachment B

DOT-RFP-24-8002-RM

infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

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

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

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

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

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

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

Attachment B

DOT-RFP-24-8002-RM

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

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

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

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

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

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

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

Attachment B

DOT-RFP-24-8002-RM

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

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical

or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer.

Attachment B

DOT-RFP-24-8002-RM

Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <https://pride-enterprises.org/>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

Attachment B

DOT-RFP-24-8002-RM

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

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

- 44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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

Contents

1. Definitions.
 2. General Instructions.
 3. Electronic Submission of Responses.
 4. Terms and Conditions.
 5. Questions.
 6. Conflict of Interest.
 7. Convicted Vendors.
 8. Discriminatory Vendors.
 9. Respondent's Representation and Authorization.
 10. Manufacturer's Name and Approved Equivalents.
 11. Performance Qualifications.
 12. Public Opening.
 13. Electronic Posting of Notice of Intended Award.
 14. Firm Response.
 15. Clarifications/Revisions.
 16. Minor Irregularities/Right to Reject.
 17. Contract Formation.
 18. Contract Overlap.
 19. Public Records.
 20. Protests.
 21. Limitation on Vendor Contact with Agency During Solicitation Period
- 1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
 - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
 - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
 - (d) "Response" means the material submitted by the respondent in answering the solicitation.
 - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
- 2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- 3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically

associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

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

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

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

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

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

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

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

- submitting a bid on a contract to provide any goods or services to a public entity;

- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
- submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
 - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
 - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
 - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
 - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
 - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law

involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain

responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <https://vendor.myfloridamarketplace.com>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
- 18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- 19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- 20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.
- Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.
- Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
- Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
- 21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

ATTACHMENT D
Appendix II Information Technology Resources

☒ CHAPTER 60GG-1, F.A.C. – INFORMATION TECHNOLOGY PROJECT MANAGEMENT AND OVERSIGHT STANDARDS

Governed by the Department of Management Services' Florida Digital Service (FL[DS]), [Chapter 60GG-1](#), Florida Administrative Code (F.A.C.), Florida Information Technology Project Management and Oversight Standards, establishes project management principles that State Agencies are required to follow when implementing information technology projects. The Department must adhere to the State project management standards and ensure that all project documentation created by the Vendor, the Department, or in collaboration, is developed and maintained in accordance with Chapter 60GG-1, F.A.C. The Vendor must be familiar with the State project management standards and be prepared to satisfy all requirements. It is important for the Vendor to recognize that documentation, monitoring, or reporting requirements may change mid-project, based on the project's FL[DS] Risk and Complexity Assessment, outlined in 60GG-1.002. The Vendor must be adaptable to changes required by Chapter 60GG-1, F.A.C., without increasing cost to the Department.

☒ CHAPTER 60GG-2, F.A.C. – FLORIDA CYBERSECURITY STANDARDS

Governed by the Department of Management Services' Florida Digital Service, [Chapter 60GG-2](#), F.A.C., Information Technology Security, also known as the Florida Cybersecurity Standards (FCS), establishes cybersecurity standards for information technology (IT) resources. State Agencies are required to follow these standards in the management and operations of state IT resources. The Department must adhere to the Florida Cybersecurity Standards for all IT projects created by the Vendor, Department, or in collaboration. The Vendor must be familiar with the State cybersecurity standards and be prepared to work with the Department to satisfy all requirements.

☒ CHAPTER 60GG-2.002, F.A.C. SYSTEM SECURITY PLANS

In support of the Florida Cybersecurity Standards, 60GG-2, F.A.C. Rule 60GG-2.002, F.A.C., the Department requires that all IT systems have a system security plan (SSP). The SSP must address the security setup of the system, ensuring that security controls required by Section 60GG-2.003(5)(g)(4), F.A.C., are in place. The SSP must be submitted by the Vendor and approved by the Department Information Security Manager (ISM) prior to system implementation. The SSP must be completed using the SSP template made available from the Department ISM. The SSP must be submitted during the System Design/Configuration phase to allow time for changes in the security design that may be required. Upon receipt of the SSP, the Department will have ten (10) business days to review. The ISM will respond with feedback, approval, or denial of the plan. The Vendor must allow time for adjustments to the plan and resubmittal to the ISM. After the SSP is approved, the Vendor shall keep the SSP updated as necessary or upon notification by the Department of a deficiency in the SSP. Any change to the SSP must be reviewed by the Department and approved by the ISM.

☒ CHAPTER 60GG-2.002, F.A.C. BACKGROUND CHECKS FOR VENDOR STAFF

Florida Department of Transportation (Department) requires Vendor employees working on systems identified by the Department with a risk factor of moderate or higher to undergo an FBI Level II background check. The Vendor will pay the cost of their employee background checks. The Vendor will utilize the Department's Originating Agency Identifier (ORI). Contract employees must successfully pass the Level II background check before beginning work on the project.

☒ **CHAPTER 60GG-2.002, F.A.C. RISK ASSESSMENTS**

The Vendor that operates as a service provider agrees to perform a third-party risk assessment on Vendor-owned resources that contain Department information. The assessment will follow the schedule below, and create a risk mitigation plan that assigns risk levels and proposed controls. A Plan of Action and Milestones will be shared and communicated with the Department as risk is mitigated. An annual Attestation or Certification from a third-party assessment, or report or proof of certification such as but not limited to a System and Organization Controls (SOC) 2, International Organization for Standardization (ISO) 27001, etc. will be accepted in place of a third-party risk assessment.

Assessment categorization established as per Federal Information Processing Standards (FIPS) 199 Publication standards:

1. High – will be completed every 12 months
2. Moderate – will be completed every 18 months
3. Low – will be completed every 24 months

☒ **CHAPTER 60GG-2.005, F.A.C. SECURITY INCIDENT RESPONSE**

The Vendor agrees to provide a security incident response plan, which will be added as an addendum to the Department's overall security incident response plan. The Vendor's plan shall outline specific actions, response time frames, and roles and responsibilities. The Vendor agrees to align its services with the Department by monitoring and responding to security incidents of Department data and information according to section 282.318, F.S.

In the event of a security incident or breach that involves Department data or IT assets, the Vendor shall within 24 hours of discovery notify the Department's Information Security Manager (ISM) at ISM@dot.state.fl.us. In addition, the Vendor shall:

1. Take prompt corrective action to cure the incident, and any action pertinent to unauthorized disclosure required by applicable federal and state laws/regulations.
2. To the extent known, the Vendor shall provide daily status updates by 5pm EST to the ISM.
3. Vendor updates will continue until notified by the Department's ISM and will include:
 - a. The nature of the unauthorized use or disclosure
 - b. Any confidential information used or disclosed
 - c. Who made the unauthorized use or received the unauthorized disclosure
 - d. What the Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
 - e. What corrective action the Vendor has taken or shall take to prevent future similar unauthorized use or disclosure
4. When notification of affected persons is required under section 501.171, F.S., the Vendor shall provide such notification, but only after the Department's written approval of the contents of the notice.

☒ **CHAPTER 60GG-4, F.A.C. – Cloud Computing**

For all Agreements utilizing cloud computing, the Vendor will provide demonstrated protections to ensure that systems provisioned in the cloud are appropriately secure and performant, appropriate to the workload and data hosted, and ultimately ensure the availability, integrity and confidentiality of Department's data and resources. These protections shall be documented in the Agreement.

Location and Portability of Data:

All data will be geographically located within the continental United States. Remote access to data, other than open data, from outside the United States is prohibited, unless approved in writing by the agency head or designee. The Department maintains data ownership and the Vendor will ensure portability to allow for the transfer of data from one cloud service to another. The portability method will be dependent upon data transfer requirements documented in the Agreement. The portability method shall be through an approved extract, transform, and load (ETL) process or, via an industry common electronic format using standard Application Programming Interface (API). The Vendor will clearly document its data egress charge model as part of any response to a solicitation for services.

Disentanglement Services:

If this Agreement is terminated for convenience or default or upon the Agreement completion date or expiration of the Agreement term or any extensions thereof, the Vendor shall cooperate with the Department to facilitate an effective and efficient transition to the Department's selected successor for the services. In the event of such Agreement termination, completion, or expiration, Vendor shall:

- a. Provide Disentanglement Services for up to one (1) year from the date of termination, completion, or expiration. Unless otherwise agreed to by the Department in writing, the Vendor's Price Proposal, including labor rates identified in the Price Proposal, shall apply to all transition work.
- b. Make all operational records, documents, data, systems, and facilities required to maintain day-to-day Customer Service Operations being rendered under this Agreement available before the date of such termination, suspension, or expiration.
- c. Make all other records, documents, data, and software which is licensed to the Department and pertaining to the services rendered for this Agreement available within thirty (30) calendar days upon written notice or as otherwise provided in an executed license agreement.
- d. Provide all staff necessary to facilitate transition and succession.
- e. Make all necessary provisions for transferring any leases or sub-leases held by the Vendor to the Department, including without limitation, all keys, security codes and other facility access information or devices.
- f. Make all necessary provisions for securing, providing, and/or granting software licenses, to continue Operations.

☐ **SOFTWARE BILL OF MATERIALS (SBOM)**

A Software Bill of Materials or "SBOM" is a formal record containing the details and supply chain relationships of various components used in building software. Many commercial off-the-shelf (COTS) software products are created by assembling existing open source and commercial software components. The purpose of the SBOM is to identify these components within a product. An SBOM is useful to those who develop or manufacture software, those who select or purchase software, and those who operate software. An SBOM allows the software developer to ensure the components are up to date and able to respond quickly to new vulnerabilities. Vendors providing software as part of this Agreement shall incorporate a widely used, machine-readable SBOM format, which will allow for greater benefits through automation and tool integration. The Department will use the SBOM to perform vulnerability or license analysis, both of which will be used to evaluate risk in a product. The use of an SBOM provides the Department with a valuable tool to understand the supply chain of software, analyze known vulnerabilities, and manage risk.

☐ **COMPUTER HARDWARE/SOFTWARE LIABILITY**

In any Agreement for the purchase or maintenance of machines or computer hardware/software or licensed programs, the Vendor's entire liability and the Department's exclusive remedy for damages to the Department

related to the machine or computer hardware/software or licensed program which is the subject of this Agreement, or maintenance thereof shall be limited to, at the Department's discretion, 1) the correction by the Vendor of the relevant defect(s); or 2) actual damages up to the greater of an amount equal to 12 months maintenance charges for said product or the purchase price of said product. Such maintenance charges will be those in effect for the specific product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards resulting from liability in accordance with the Copyright or Patent Infringement paragraph below, or to (b) claims for procurement costs or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

☒ **CONFLICT OF INTEREST**

To prevent any bias, unfair competitive advantage, conflict of interest, or the appearance of any type of impropriety, Vendor personnel must not have been directly or indirectly involved in the development of the Scope of Services or related solicitation documentation by the Department. If Vendor personnel worked in conjunction with the Department on the development of the solicitation document, the Vendor is prohibited from submitting a bid for this solicitation. Vendor personnel assigned to other Department projects outside this Contract, shall hold and maintain any confidential information that could benefit the Vendor on future solicitations in strictest confidence. As a condition of the Agreement, the Department may require contracted personnel to sign a nondisclosure agreement. Violation of the non-disclosure agreement by contracted personnel may result in termination of the individual, and at the Department's discretion, disqualification of the Vendor from future solicitations.

☒ **COPYRIGHT OR PATENT INFRINGEMENT**

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Agreement price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work. Copyrighted material will be accepted, as part of a technical Quote, only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for use by the Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, F.S. Therefore, such material will be subject to viewing by the public.

☒ **DATA SECURITY AND CONFIDENTIALITY**

The Vendor and its employees must comply with all Department security procedures while working on this Agreement. The Vendor shall provide immediate notice to the Department-OIT Application Services Manager and the Department – Transportation Technology Office (TTO) Information Security Manager (ISM) in the event

it becomes aware of any security breach, any unauthorized transmission of State Data as described below or of any allegation or suspected violation of the Department security procedures. Except as required by law or legal process and after notice to the Department, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in

the course of performing Agreement work, including, but not limited to, Chapter 60GG-2, F.A.C., security procedures, business operations information, or commercial proprietary information in the possession of the state and/or the Department.

a. Loss of Data

In the event of loss of any Department or State data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at the Vendor's sole expense. This supersedes Section 20 of PUR 1000, as referenced in Attachment II.

b. Data Protection

No state data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

☒ **ELECTRONIC ACCESSIBILITY**

The Federal Electronic and Information Technology standard can be found at: <https://www.section508.gov/>. The Department standards set for section 508 compliance information for the supplies and services in this Agreement are available on the Department Standards and Guidance Set website.

☒ **GUIDELINES AND STANDARDS**

The Vendor agrees to comply with the Department's best practices and standards, including, but not limited to, the most current version available on the Department Standards and Guidelines Set website.

☐ **Purchase of Tangible Personal Property**

Contractual services that provide for the Vendor to purchase tangible personal property, as defined in Section 273.02, F.S., for subsequent transfer to the Department may be entered into only in accordance with Rule 60A-1.017, F.A.C. Technology products (e.g., software, networking equipment, etc.) purchased by the Vendor shall be subsequently transferred to the Department and shall be of first quality, supplied by the original product manufacturer or an authorized reseller, and warrantied as appropriate. Technology products procured by the Contractor outside of authorized distributors/retailers are not deemed acceptable to the Department. The Agreement shall specify the quality of the technology products to be acquired, and provisions for warranty, service, and mandatory transfer of ownership to the Department.

☒ **SECURITY OF CONFIDENTIAL PERSONAL INFORMATION**

The Vendor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the Department, Vendor and Vendor's employees shall not divulge to third parties any confidential information obtained by Vendor or its

agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. If Vendor or Vendor's employees have access to confidential information in order to fulfill Vendor's obligations under this Agreement, Vendor agrees to abide by all applicable Department Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department information in Vendor's possession. Vendor shall make a report to the Department not more than seven (7) business days after Vendor learns of such use or disclosure.

Vendor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event a "Security Incident" also includes a "breach of security", as defined by section 501.171, F.S., as amended, concerning confidential personal information involved with this Agreement, Vendor shall comply with section [501.171](#), F.S. When notification to affected persons is required under this section of the statute, Vendor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information.

☒ **THIRD PARTY TOOLS**

Vendors may not use third-party tools which impose licensing responsibility on the Department without written approval by the Department.

☒ **TRAINING**

The Vendor shall provide, at its own expense, training necessary for keeping Vendor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

ATTACHMENT E

[illegible]

ATTACHMENT E

[illegible]

ATTACHMENT E

Stratification	≤ \$5.00	\$5.01 - \$10.00	\$10.01 - \$20.00	\$20.01 - \$50.00	\$50.01 - \$100.00	\$100.01 - \$150.00	\$150.01 - \$200.00	\$200.01 - \$500.00	\$500.-1 - \$1000.00	≥ \$1000.01	Totals	
Balance Owed												
Amount												
Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Out of State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% of Total	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
% of Total												
Florida	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Out of State	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Total	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
# of accounts	0	0	0	0	0	0	0	0	0	0	0	
Avg \$ per account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
# of transactions	0	0	0	0	0	0	0	0	0	0	0	
Avg transactions per account	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Avg \$ per transaction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Collection Summary - Current Month												
Total Amount Collected	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Total Amount Placed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0	
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0	
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Collection Summary - Current Quarter to Date												
Total Amount Collected	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Total Amount Placed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% Amount Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Accounts Collected	0	0	0	0	0	0	0	0	0	0	0	
Net Total Accounts Placed	0	0	0	0	0	0	0	0	0	0	0	
% Accounts Collected	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Collection Summary - Prior 4 Quarters												
Total Amount Collected - 10/01/2023 to 12/31/2023 (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Total Amount Placed - 10/01/2023 to 12/31/2023 (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% Amount Collected - 10/01/2023 to 12/31/2023 (A)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Amount Collected - 07/01/2023 to 09/30/2023 (B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Total Amount Placed - 07/01/2023 to 9/30/2023 (B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% Amount Collected - 07/01/2023 to 09/30/2023 (B)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Amount Collected - 4/01/2023 to 06/30/2023 (C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Total Amount Placed - 04/01/2023 to 06/30/2023 (C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% Amount Collected - 04/01/2023 to 06/30/2023 (C)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Amount Collected - 01/01/2023 to 03/31/2023 (D)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Total Amount Placed - 01/01/2023 to 03/31/2023 (D)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% Amount Collected - 01/01/2023 to 03/31/2023 (D)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Total Amounts Placed - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
% Amount Collected - Prior 4 Qtrs [(A) + (B) + (C) + (D)]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Stratification	≤ \$5.00	\$5.01 - \$10.00	\$10.01 - \$20.00	\$20.01 - \$50.00	\$50.01 - \$100.00	\$100.01 - \$150.00	\$150.01 - \$200.00	\$200.01 - \$500.00	\$500.-1 - \$1000.00	≥ \$1000.01	Totals	% Ttl
Account Collection Summary												
# Accts Paid in Full - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 10/01/2023 to 12/31/2023 (A)	0	0	0	0	0	0	0	0	0	0	0	
# Accts Paid in Full - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid >= 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
# Accts Paid < 50% - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accts Paid - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed - 07/01/2023 to 09/30/2023 (B)	0	0	0	0	0	0	0	0	0	0	0	
Total Accts Paid in Full - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Total Accounts Paid >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Sum of Accts Paid in Full + >= 50% - Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	0.0%
Net Total Accounts Placed Prior 2 Qtrs [(A) + (B)]	0	0	0	0	0	0	0	0	0	0	0	

ATTACHMENT F

Interface Control Document*

*The Interface Control Document includes information that is protected from disclosure under Florida law, including information related to critical infrastructure as defined under section 119.0725, Florida Statutes. To obtain a copy of the Interface Control Document, please submit a request to the Procurement Officer at TP.Purch@dot.state.fl.us, and include the Proposer's name and the RFP number (DOT-RFP-24-8002-RM) in the subject line.

ATTACHMENT G

Sample Security Plan*

*The Sample Security Plan document includes information that is protected from disclosure under Florida law, including information related to critical infrastructure as defined under section 119.0725, Florida Statutes. To obtain a copy of the Sample Security Plan Document, please submit a request to the Procurement Officer at TP.Purch@dot.state.fl.us, and include the Proposer's name and the RFP number (DOT-RFP-24-8002-RM) in the subject line.

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

**Exhibit "B"
Method of Compensation**

DOT-RFP-24-8002-RM

EXHIBIT "B"

METHOD OF COMPENSATION

1. PURPOSE

This Exhibit "B," Method of Compensation, defines the limits of compensation available to the Vendor for the services set forth in Exhibit "A," Scope of Services, and the compensation described in this Exhibit "B" shall apply throughout the initial term of the Contract and any renewal(s) of the Contract. Except as otherwise defined herein, capitalized terms contained herein shall have the meanings ascribed to such terms in Exhibit "A," Scope of Services.

2. COLLECTION FEE

In connection with each Debtor Account, the Vendor may attempt to collect from the Debtor a collection fee ("Collection Fee"), as further described below:

Debtor Account Unpaid Balance	Collection Fee
Less than or equal to \$40.00	\$6.00 flat fee*
Greater than \$40.00	15% of the Debtor Account Unpaid Balance*

Table 1 – Collection Fee

*A Collection Fee described in Table 1 shall not be combined with any other Collection Fee described in Table 1.

The Collection Fee may be sought and recovered by the Vendor only from the Debtor and shall be the sole consideration paid to the Vendor for services performed in connection with this Contract. The Vendor agrees that neither the Department nor any Interoperable Agency shall be liable for any costs, expenses, or other amounts incurred by the Vendor in connection with the performance of services under this Contract.

The Vendor shall not be entitled to a Collection Fee on any uncollected amounts. For any payment collected by the Vendor from the Debtor on a Debtor Account, the Vendor will retain the applicable Collection Fee and must remit the remaining balance of the payment to the Department in accordance with the terms of this Contract. In the event the Vendor receives a partial payment from the Debtor on a Debtor Account, the Collection Fee retained by the Vendor shall be calculated as follows:

$$(X / N) \times Z = \text{Collection Fee}$$

Where:

X = Collection Fee if Vendor collected full payment of the Debtor Account Unpaid Balance.

N = The Debtor Account Unpaid Balance plus X.

Z = The dollar amount of the partial payment collected by the Vendor from the Debtor.

Thus, for example purposes only, if the Debtor Account Unpaid Balance equals \$100.00, and the Vendor collects a payment from the Debtor totaling \$60.00, then from the payment collected, the Vendor will retain a Collection Fee equal to \$7.83 and remit the remaining balance (\$52.17) to the Department.

Example: $(X / N) \times Z = \$7.83$

$X = \$15.00$

$N = \$100.00 + \15.00

$Z = \$60.00$

3. REMITTANCE OF COLLECTED AMOUNTS TO DEPARTMENT

The Vendor shall remit to the Department, by the next Business Day after the Vendor's receipt, the Debtor Account Unpaid Balance amounts which were collected by the Vendor the previous Calendar Day. The Vendor shall remit such amounts to the Department electronically, in the manner directed by the Department all payments for the amount owed to the Department by the next Business Day via electronic payment as further defined in Exhibit "A," Scope of Services.