

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



REQUEST FOR PROPOSAL

DOT-RFP-21-8019-SM

CUSTOMER SERVICE OPERATIONS

FLORIDA'S TURNPIKE ENTERPRISE

FPID: 446410-1-93-01

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.

**State of Florida
Department of Transportation
Florida's Turnpike Enterprise
Contractual Services Office**

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

via e-mail to windy.spatafora@dot.state.fl.us

RFP Number: DOT-RFP-21-8019-SM

Title: Customer Service Operations

Proposal Due Date & Time: Friday, April 30, 2021 @ 2:30 p.m.

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and email this sheet only to Windy Spatafora at the Florida Department of Transportation Procurement Office at windy.spatafora@dot.state.fl.us.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE.
Notice of changes (Addenda), will be posted on the Florida Vendor Bid System (VBS) at:

http://www.myflorida.com/apps/vbs/vbs_www_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for Agency and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "RFP" number.**

It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

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

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: (Windy Spatafora, windy.spatafora@dot.state.fl.us, 407-264-3400)

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

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**State of Florida
Department of Transportation**



**REQUEST FOR PROPOSAL
CUSTOMER SERVICE OPERATIONS
FLORIDA'S TURNPIKE ENTERPRISE
DOT-RFP-21-8019-SM**

PROCUREMENT CONTACT INFORMATION:

Windy Spatafora
Florida Department of Transportation
Florida's Turnpike Enterprise
Phone: (407) 264-3400 Fax: (407) 264-3058
Email: windy.spatafora@dot.state.fl.us

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, Florida’s Turnpike Enterprise (hereinafter referred to as the “Department”) requests written proposals from qualified Proposers to provide customer relations and quality management services to support the Department’s toll operations. It is anticipated that the term of the Contract will begin on or about July 1, 2021 and be effective for seven (7) years thereafter.

The Department intends to award this Contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the “Vendor.” For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "Proposal" means the complete response of the Proposer to the Request for Proposal (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for “Agency” and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this RFP number) It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting your Proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
MANDATORY PRE-PROPOSAL CONFERENCE <i>Via Go To Webinar Only</i> Registration URL https://attendee.gotowebinar.com/register/8148105053126655502 Webinar ID: 710-961-883	02/25/2021	1:00 PM
DEADLINE FOR TECHNICAL QUESTIONS <i>Via email to windy.spatafora@dot.state.fl.us</i> <i>Reference DOT-RFP-21-8019-SM in the subject box.</i> <i>There is no deadline for administrative questions.</i>	03/15/2021	5:00 PM
PROPOSALS DUE, ON OR BEFORE (See Note 1) <i>Via Electronic Submission Only</i>	04/30/2021	2:30 PM
PROPOSAL OPENING <i>Via Go To Meeting Only</i> https://global.gotomeeting.com/join/596762221 You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.) United States: +1 (669) 224-3412 - One-touch: tel:+16692243412,,596762221# Access Code: 596-762-221	04/30/2021	3:30 PM
POSTING OF INTENDED AWARD <i>on Florida Vendor Bid System</i>	6/14/2021	5:00 PM

Note 1: It is the Proposer's responsibility to assure that the Proposals are delivered to the proper place on or before the Proposal due date and time. Proposals which for any reason are not so delivered will not be considered.

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Mandatory Pre-Proposal Conference

Agenda for Mandatory Pre-Proposal Conference for DOT-RFP-21-8019-SM:

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approximately two (2) minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of fifteen (15) minutes total for public input related to the RFP solicitation.
- At conclusion of public input or fifteen (15) minutes, whichever occurs first, the RFP Scope of Services and other Exhibits will be reviewed.
- Questions and Answers.
- Adjourn meeting.

Agenda – Public Opening

Agenda for Public Opening for DOT-RFP-21-8019-SM

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approximately two (2) minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of fifteen (15) minutes total for public input related to the RFP solicitation.
- At conclusion of public input or fifteen (15) minutes, whichever occurs first, the Proposals received on time will be opened, with Proposer's name read aloud.
- Adjourn meeting.

4) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). 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

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://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(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by Proposers will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_www.main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this RFP number).

It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Windy Spatafora

Email: windy.spatafora@dot.state.fl.us

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

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a Proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

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

It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) **DIVERSITY ACHIEVEMENT**

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Proposers are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The Contract Vendor will be asked to submit payment certification for MBE subcontractors used. To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) **SCOPE OF SERVICES**

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

7) **INTENDED AWARD**

The Department intends to award the Contract to the responsive and responsible Proposer that submits the Proposal with the highest cumulative score for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be posted on the Florida Vendor Bid System (VBS) after final evaluation and totaling of scores on the date specified in the Timeline. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award the following criteria, in the order of preference listed below:

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Workplace
3. Section 287.057(11); Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

8) **MANDATORY PRE-PROPOSAL CONFERENCE:**

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

Attendance at this pre-proposal conference is MANDATORY. Failure by a proposer to attend or be represented at this pre-proposal conference will constitute a non-responsive determination of their proposal package. Proposals found to be non-responsive will not be considered.

9) **QUALIFICATIONS**

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this RFP.

9.1.1 Business Location

- A. The Vendor shall have and provide with its Proposal a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract).

9.1.2 Certification of Experience

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the Scope of Services for this Contract for a minimum of ten (10) consecutive years preceding the date of the Proposer's Proposal.

The Proposer shall provide reference information for experiences (using Form 1 – Certification of Experience) for a minimum of two (2) references from clients on contracts that are of similar size and scope and similar services provided by the Vendor within the past ten (10) consecutive years. References will be verified for approval by the Department for the deployment and services of similar type projects. The Proposer shall submit Form 1 documentation of the work experience with its Proposal package.

9.2 Qualifications of Key Personnel

Those individuals expected to provide services under this Contract shall have demonstrated experience in the areas delineated in the Scope of Services. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the Proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with Sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the Proposal due date and time, but in any case, must be obtained prior to the award of the Contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399

(850) 245-6051

9.4 Joint Ventures

Proposers shall not bid as a joint venture for this solicitation. Proposals received from joint ventures shall be deemed non-responsive and will not be reviewed.

9.5 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the 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

10) WARRANTY/SUBSTITUTIONS

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

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

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

11) LIABILITY INSURANCE

The Vendor shall not commence any work until it has obtained the required insurance coverages identified in Exhibit "A", Scope of Services, and certificates of such insurance 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 **Florida Department of Transportation, Florida's Turnpike Enterprise, Procurement Office**, Milepost 263.0, Turkey Lake Service Plaza, Building No. 5315, Ocoee, Florida 34761-3069, within ten (10) business days after the ending date of the period for posting the intended award decision.

12) PERFORMANCE BOND

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

The intended award Vendor shall be required to provide a performance bond by Project Phase, as further set forth in this Section. The Performance Bond shall be provided by a surety company authorized to do business in the State of Florida.

The Performance Bond shall be executed and furnished to the Department prior to Contract execution and no later than ten (10) business days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award’s proposal and the Department may proceed in contracting with the next responsive proposer.

The Proposer must submit, with its Technical Proposal, a current letter from a surety company or bonding agent authorized to do business in the State of Florida and written on company letterhead, to document the Proposer's present ability to obtain the requisite performance bond (including the obligation to pay subcontractors, vendors and suppliers) in the full annual amount of the annual Contract as calculated in this section. Failure by the Proposer to provide this letter with its Proposal will constitute a non-responsive determination for its Proposal. Proposals found to be nonresponsive will not be considered.

The Vendor shall, prior to or at Contract execution, provide a performance bond in the amount of the Planning/Implementation Phase, as provided on the Planning/Implementation Phase Milestone Payments (Sheet 1, Table 1 of Exhibit C) on the line labeled “Total,” of the Vendor’s Price Proposal. The Vendor’s performance bond for the Planning/Implementation Phase shall have a term equal to or longer than the estimated duration of the Planning/Implementation Phase; however, the Department may, in its sole discretion, approve a performance bond having a shorter term if the surety is obligated to maintain a performance bond in effect during the entire Planning/Implementation Phase by bond renewal or continuation certificate.

Additionally, and as a condition to commencement of the Operations Phase, the Vendor shall provide a performance bond in the full amount of the annual cost of Operations. Year 1 Operations Phase performance bond amount shall be calculated as follows:

$$\text{Year 1 Operations Phase performance bond amount} = \left(\begin{array}{l} \text{Operations Phase Fixed} \\ \text{Costs (Sheet 2, Table 2} \\ \text{of Exhibit C) on the line} \\ \text{labeled "Total Fixed} \\ \text{Costs," of the Vendor's} \\ \text{Price Proposal} \end{array} + \begin{array}{l} \text{Operations Phase Fixed} \\ \text{Activity Line Costs (Sheet} \\ \text{3, Table 3 of Exhibit C) on} \\ \text{the line labeled "Total} \\ \text{Fixed Activity Lines Cost,"} \\ \text{of the Vendor's Price} \\ \text{Proposal} \end{array} + \begin{array}{l} \text{Operations Phase Variable} \\ \text{Activity Line Costs (Sheet} \\ \text{4, Table 5 of Exhibit C) on} \\ \text{the line labeled "Total} \\ \text{Variable Activity Lines} \\ \text{Cost," of the Vendor's Price} \\ \text{Proposal} \end{array} \right) \times 12$$

For each Operations Phase year thereafter, the Operations Phase performance bond amount shall be calculated as follows:

$$\text{Year 2 and subsequent years of Operations Phase performance bond amount} = \left(\begin{array}{l} \text{Operations Phase} \\ \text{Fixed Costs (Sheet 2, Table 2} \\ \text{of Exhibit C) on the line} \\ \text{labeled "Total Fixed} \\ \text{Costs," of the} \\ \text{Vendor's Price} \\ \text{Proposal} \end{array} + \begin{array}{l} \text{Operations Phase Fixed} \\ \text{Activity Line Costs calculated} \\ \text{as the Sum of each individual} \\ \text{Fixed Activity Line Cost,} \\ \text{using "Vendor's Unit Price,"} \\ \text{of the Vendor's Price Proposal} \\ \text{multiplied by Average of the} \\ \text{Actual Volumes for each} \\ \text{Fixed Activity as determined} \\ \text{by the Department} \end{array} + \begin{array}{l} \text{Operations Phase Variable} \\ \text{Activity Line Costs calculated} \\ \text{as the Sum of each individual} \\ \text{Variable Activity Line Cost,} \\ \text{using "Vendor's Unit Price,"} \\ \text{of the Vendor's Price} \\ \text{Proposal multiplied by the} \\ \text{Average of the Actual} \\ \text{Volumes for each Variable} \\ \text{Activity .as determined by the} \\ \text{Department} \end{array} \right) \times 12$$

Performance bond coverage shall be continuous throughout the term of the Contract without any gaps in coverage. Bonding shall be required on all open Phases that have not been approved by the Department as complete. Once a Phase has been approved as complete, the bond may be reduced by the dollar amount associated with the completed Phase. The form of the performance bond shall be as provided in Form 7, Performance Bond, attached to these Special Conditions. The performance bond shall be payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Contract, according to the terms and conditions hereof and within the time periods

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

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

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

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

13) METHOD OF COMPENSATION

Refer to Exhibit "B," Method of Compensation attached hereto and made a part hereof.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

Should the Department determine that the Proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the Proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

All Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists \(Form 4\)](#) to certify the Proposer is not on either of those lists. The Form should be submitted with the Price Proposal.

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

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

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

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

21.2 Multiple Proposals

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

21.3 Other Conditions

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

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

This section contains instructions that describe the required format for the Proposal. All Proposals shall be submitted electronically on or before the Proposal due date and time described in the Timeline. **Proposals shall not contain any embedded links or hyperlinks. In submitting its Proposal, a Proposer agrees that the inclusion of any embedded links or hyperlinks within its Proposal shall be grounds for rejecting the Proposal.** All Proposals shall contain two (2) parts, the Technical Proposal and Price Proposal (as described in this section), and be marked as follows:

- Proposals shall be submitted to: TP.Purch@dot.state.fl.us
- Subject line must show: DOT-RFP-21-8019-SM – [Insert Proposer’s Name]
- Two file attachments shall be submitted (without password protection) and marked as follows:
 - PART I – TECHNICAL PROPOSAL; DOT-RFP-21-8019-SM – [Insert Proposer’s Name]
 - PART II – PRICE PROPOSAL; DOT-RFP-21-8019-SM – [Insert Proposer’s Name]

- Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate attached document labeled "Attachment - Confidential Material." The Vendor must identify the specific Florida Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Proposer upon submission, effective after opening.
- The body of the email shall not contain any information.
- Do not copy anyone on the submittal email.

22.2 Technical Proposal (Part I) (Do not include price information in Part I)

The Technical Proposal shall be divided into the sections described below. Failure of the Proposer to follow this outline may be grounds for rejection of the proposal. All Forms shall be submitted with the Technical Proposal (PART I).

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than five (5) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management, and key personnel. The Proposer's management plan shall include how the project will be managed and describe how the Proposer will transition its management approach throughout the project phasing to ensure continuity of services while bringing the right specialized expertise and experience to each phase as required by the Department to meet the Scope of Services. The Proposer shall also describe how it will adapt its operations with variable staff levels and increases in automation and self-service depending on the customer services center (CSC) needs.

a. Administration and Management

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

b. Identification of Key Personnel

The Proposer shall provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed (on the Department provided Form 11 Key Personnel Resumes) and a description of the functions and responsibilities of each key person relative to the task to be performed.

For Key Personnel, the Proposer shall make the staff available full-time to the Department during the applicable phases. Full-time staff shall be available to meet with the Department Monday through Friday from 8 AM to 5 PM EST (or as mutually agreed upon) in the Orlando and Boca Raton metropolitan areas when provided with reasonable notice. For roles that are specific to each phase, roles may be phased in or out accordingly based on the needs as determined by the Vendor subject to the Department's approval. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. Key Personnel identified within the Proposal shall not be changed or substituted, except as provided in Exhibit "A," Scope of Services.

c. Staffing Plan

The Proposer shall describe its approach to all aspects of staffing, as further outlined in the Exhibit “A”, Scope of Services, and include a staff organization chart with position descriptions, sample shift schedules, recruitment approach (including pre-screenings and background checks), training procedures, incentive programs, retention and career development program, subcontracting plan, ability to handle fluctuations in demand, benefits, and whether full time or part time. The Proposer shall describe its succession planning for its employees. The Proposer shall identify a successor by name for all Key Personnel proposed and describe how the Proposer will ensure continuity of services if a key staff member chose to leave the firm or through involuntary departure. The Proposer shall identify the office locations of all Key Personnel and functional work units such as CAST, Accounting, and Service Request staff. Proposer will provide the planned minimum staffing required for each phase of the project by role, including quantity of remote workforce if applicable.

d. Facility Capabilities

The Department’s goal is to leverage existing facilities and maximize self-serve capabilities for customer service. The Proposer shall describe how it will transition to and utilize the Department’s provided facilities, as well as the Primary CSC, as outlined in the Exhibit “A”, Scope of Services. The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work coordinated with the Department provided facilities to comprise the CSC Facilities. The Proposer shall address 1) utilization of CSR staff 2) overflow scenarios for unexpected customer contact surges 3) drive to reuse and re-configure footprints throughout the term of the contract 4) business continuity between the facilities in the event of a disaster or planned outages at the Department Primary and Secondary CSC’s (as defined in the Exhibit “A”, Scope of Services) and 5) business continuity using a remote at-home workforce in the event of major business disruptions caused by a pandemic.

e. Financial Capability

It is the Department’s objective to select a Vendor that has the financial capability and stability to provide the services described in the Scope of Services throughout the duration of the Contract. The Proposer shall provide the information outlined below, and Proposals that do not include the following information may be rejected as non-responsive.

The Proposer shall provide:

- The Proposer’s legal name and principal place of business (address).
- A description of the ownership structure, including a description of each owner holding more than 10% ownership or membership interest in the Proposer.
- A written statement, signed by a duly authorized officer of the Proposer, that identifies and describes the entity that will be the financially responsible entity for the Proposer.
- Complete audited financial statements for the three most recently completed years to which audited financial statements were produced.
- Complete interim financial information for the latest year completed if the latest year completed has closed but audited financial statements are not yet available. The Chief Financial Officer of the entity for which the interim financial information pertains must certify, in writing, that the interim financial information is accurate, and this written certification must be included in the interim financial information submitted to the Department.
- Complete, interim financial information for the latest quarter completed. The Chief Financial Officer of the entity for which the interim financial information pertains must certify, in writing, that the interim financial information is accurate, and this written certification must be included in the interim financial information submitted to the Department.
- Credit reports issued in the past three years by credit rating agencies such as Moody’s Investor Services, Standard & Poor’s, or Fitch Ratings.
- A list describing all off-balance sheet liabilities and commitments, if any. If the entity does not have any off-balance sheet liabilities, then it must submit a written statement, signed by a duly

authorized officer of the entity, certifying that the entity does not have any off-balance sheet liabilities.

- A list describing the total number of active projects in which the Proposer is currently providing services, and for each project, include a description of the Proposer's services, the contract value, and the contract term. The projects included on this list shall be organized by contract dollar amount (greatest to least).

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan that explains its technical approach, facility capabilities, and prior relevant experience. The Technical Plan describes how the Proposer will plan and execute all work throughout the term of the Contract.

a. Delivery and Transition Approach

The Proposer shall explain the delivery approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. The Proposer shall provide a Transition Approach that explains how transitions will not adversely affect the customer's experience. The Proposer shall propose transition strategies that allow for a phased approach between each of the phases. The Proposer shall describe any specific techniques and the benefits to the Department and Vendor of the transition steps and intended outcome with a phased approach. The information provided in the Transition Approach shall be the framework for the Vendor's Transition Plan as defined in Exhibit "A," Scope of Services.

The Proposer shall describe how it could transition some functional portions to semi-automated or fully automated functions. Examples may be chat bots, voice response skills, automated case management and other related skills. The Proposer shall describe how it will evaluate the maturity of self-service and automated functions and how it would transition to these channels to increase the CSC efficiencies. Additionally, the Proposer shall explain the End of Contract Transition Approach and how the Proposer will transition to other service providers or the Department.

The Proposer shall submit a draft Project Schedule, as further described in the Scope of Services, identifying all major elements and deliverables with draft submissions, Department review cycles and final approvals, as well as phased operational transitions described in the Proposer's Transition Approach. The schedule shall include the milestones as described in Exhibit "B," Method of Compensation. It is critical that the beginning of Customer Service Operations dates are achieved and Proposers shall demonstrate in their schedule how they will meet these dates.

b. Customer Experience and Service Approach

The Proposer shall explain its approach to conducting business in an efficient customer-focused manner, that meets the Department's vision, mission and values and provides outstanding customer service to Florida's Turnpike customers and toll road users. The Proposer shall describe its approach to customer service including how the Proposer will quickly identify the reason(s) for which a customer contacts the CSC and resolve the customer's inquiry. In addition, the Proposer shall describe its approach with respect to customer advocacy and educating customers regarding self-service options where possible. The Proposer shall describe how it will work with additional service providers should the Department chose to augment its SunPass® program with additional service providers to support in-bound calls, service desk work or other work related to internal collection staff or Third Party Collections service providers.

c. Quality Plan

The Proposer shall provide a Quality Plan, as further described in the Scope of Services, detailing how it will provide comprehensive and continuous quality, explaining quality control and quality assurance processes for all services to be provided under the Contract. The Quality Plan shall describe the

Proposer's processes and procedures to 1) confirm compliance with SOP's and policies 2) self-report and manage all performance measures and 3) cultivate process improvements throughout the term of the Contract.

4. PROPOSER'S INNOVATIONS/ ADDED VALUES

The Department recognizes business and customer needs may change throughout the term of the Contract, and the Department wishes to engage a business partner that will continuously change and improve its processes, technology and invest in its people to provide outstanding customer service. The Proposer is to describe innovative technologies and added values to gain efficiencies in operations it would implement if selected. Any conditions, expected savings, or costs associated with these innovations should be provided and accounted for in the Price Proposal. Proposers who submit innovations and are not selected as the Vendor will not be compensated in the future if the Department and/or the selected Vendor implements innovations that are similar or even identical to those submitted by the Proposer as part of their Proposal.

The Proposer shall provide innovations as follows:

- The Proposer shall propose innovations that have been implemented or will be implemented on other programs and can be adopted by the Vendor throughout the term of the Contract at its own cost.
- The Department also understands innovations may be specific to the environment and new innovations will arise throughout the term of the contract. With that said, the Proposer shall also describe its approach to identifying business problems, evaluating, or generating innovations, and applying these innovations throughout the Contract.
- The Proposer may offer other innovations not outlined above.

5. PROPOSER'S EXPERIENCE/PERFORMANCE

The Proposer shall describe its prior experience in providing/performing the type of services described in the Scope of Services. The information provided shall include: the number of years the Proposer has provided customer call center services, remote workforce services, business process outsourcing services, and financial processing services on projects of similar size and scope to this RFP; a list of the Proposer's agreements similar in size and scope (government or non-government; past or present), and for each agreement, include a description of the Proposer's services, the location of the work performed, the agreement term, describe the services your firm provided on this contract and how your performance was measured, (including information related to the frequency of performance evaluations, how performance was monitored, what actions were taken to correct poor performance, and actions taken to sustain acceptable performance), and whether the agreement was terminated for cause or for convenience (and, if so, provide an explanation for such termination); and a description of the Proposer's experience working with account management system providers, including details describing the Proposer's experience managing changes to the account management systems while maintaining superior customer service.

6. INTERACTIVE VOICE RECOGNITION (IVR) SYSTEMS

The Proposer shall describe their proposed IVR system's abilities. At a minimum, Proposer shall describe the following:

- IVR System capabilities, including all self-service functions available for account maintenance, payments, Florida's Turnpike System information, voice response functions and other features that encourage the customer to self-perform account functions.
- IVR System alerting capabilities to changes in call volume, system outages, and other functional alerts.
- IVR System reporting surrounding the user's experience including how the customer engages the IVR tree and how the IVR adapts to customer patterns to increase payments.
- IVR System's ability to meet current and future Department and payment card industry security requirements.

- IVR System architecture including, connectivity support for public telephone networks and commercial carrier networks, and capability to integrate with multiple data centers if necessary.
- The advanced features of the IVR system (if any), such as artificial intelligence, self-learning, lexicon management, adaptability, etc., and a description of how such functions will benefit the Department.
- Built-In Surveys to gauge customer satisfaction throughout the entire customer experience.
- IVR System capabilities related to quality monitoring, exporting of calls, recording solutions, or other output file creations, and a description of how the Department can self-serve to retrieve this information for audit or for any other purpose deemed necessary by the Department.
- Describe the secure payment self-service system and how it meets all of the requirements defined in Exhibit “A” Scope of Services, specifically how it will integrate with the Department payment processor, how it meets PCI DSS requirements and the ability to obtain an Attestation of Compliance of the Self-Service Payment System.

The Proposer shall also describe the implementation process for the IVR system. An implementation timeline should be provided that includes estimated time requirements and levels of effort needed on the Department side to integrate and test the IVR system. The Proposer shall describe Department required components to integrate the proposed IVR system.

22.3 Price Proposal (Part II)

The Price Proposal shall be submitted on the Price Proposal form (Exhibit “C”) provided in the RFP. The Price Proposal **MUST** be completed using the Department-provided Excel File. Please contact Windy Spatafora at (407) 264-3400 for a copy of the Excel file. In accordance with Section 22.1, Proposer shall sign, scan and submit the Price Proposal as a PDF Document.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages comprising the proposal. Type size shall not be less than ten (10) point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

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

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

In the language of the Technical Proposal, do not use ambiguous words such as may, might, should, etc.; use only definitive statements of what the Proposer will or will not accomplish. The entire Technical Proposal (Part I described above) is limited to a **maximum of one-hundred (100) total pages**. Sequentially number all pages. A page with information on both sides is considered two pages. Include all relevant material for each Technical Proposal section within the appropriate sections; do not include any appendices, exhibits, or information in any form except as otherwise instructed in this RFP. All Forms (Forms 1 – 11) submitted with the Technical Proposal will not count toward the one-hundred (100) page maximum described above. In addition, documentation for Financial Capability (described in subparagraph 2(e) of Section 22.2, Technical Proposal) will not count toward the one-hundred (100) page maximum described above.

23) **"DRUG-FREE WORKPLACE" PREFERENCE**

Whenever two or more proposals which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with Section 295.187(4), Florida Statutes, giving preference to “Veteran Business Enterprise” then to Proposer responses from vendors that certify the business has

implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The “Drug-Free Workplace Program Certification” must be completed and submitted with the Proposer’s response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number DOT-RFP-21-8019-SM-Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

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

27) E-MAIL PROPOSAL TO: (DO NOT MAIL, HAND-DELIVER, OR FAX)

TP.Purch@dot.state.fl.us

It is the Proposer's responsibility to assure that the proposal (Technical Proposal and Price Proposal) is delivered to the proper place **on or before** the proposal due date and time described in the Timeline. Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) PROPOSAL OPENING

Proposals will be opened on the date and at the time and location indicated in the Timeline. The Department does not announce prices or release other materials at this meeting, pursuant to section 119.071(1)(b), Florida Statutes.

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate the Technical Proposal from

responsive Proposals. The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought. The Procurement Office will tabulate the scores for the Price Proposal from responsive Proposals.

The Procurement Office will distribute to each member of the TRC a copy of each Technical Proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each proposer.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Price Proposal

The Proposer shall complete Exhibit “C,” Price Proposal, in accordance with the instructions in this solicitation and submit as part of the Price Proposal Package. **Exhibit "C," Price Proposal sheets, MUST be completed in Excel. Please contact Windy Spatafora at (407) 264-3400 for a copy of the Excel files.** Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The Proposer’s completed form shall become a part of the Contract upon award of the Contract.

The Procurement Office will tabulate the scores for the Price Proposal from responsive Proposals. The Procurement Office will assign points based on price evaluation criteria identified herein.

30.3 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

a. Technical Proposal (75 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the Proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the Technical Proposals:

Technical Proposal Section	Section Description	Total Point Value
1	Executive Summary	25
2	Management Plan	
3	Technical Plan	25
4	Innovations/Value Added	
5	Experience/Performance	15
6	IVR System	10
TOTAL POINT VALUE		75

b. Price Proposal (25 Points)

The Proposer will be awarded up to 25 points for its submitted Price Proposal based on the following methodology. The Procurement Office will tabulate the scores for the Price Proposal from responsive Proposals only.

The Proposer that submitted the lowest Proposer’s Price shall receive 25 points; other Proposers shall receive points for their Price Proposals based on the following formula:

$$(X/N) \times 25 = Z$$

Where:

X = The lowest Proposer's Price of all responsive Proposals.

N = The total dollar amount indicated in the "Proposer's Price" field in Tab 1 (Instructions) of Exhibit "C," Price Proposal.

Z = The number of points awarded from Price Proposal.

The assignment of the points will be calculated by the Procurement Office.

See Exhibits "B" and "C" for additional details regarding the calculation of the Proposer's Price.

30.4 Basis of Award

The Department intends to award the Contract to the responsive and responsible Proposer that submits the Proposal with the highest cumulative score for the evaluation criteria specified herein. The highest cumulative score will be determined by combining the average of the TRC member Technical Proposal scores and the Price Proposal Score.

31) POSTING OF INTENDED DECISION/AWARD

31.1 General

The Department's decision will be posted on the Florida Vendor Bid System, at http://myflorida.com/apps/vbs/vbs_www.main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," Click on this RFP number), on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any Proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the Contract price submitted by the protestor.

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

31.2 Inability to Post

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

31.3 Request to Withdraw Proposal

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours of posting of the Intended Award. Requests received in accordance with this provision will be granted by the Department

upon proof of the impossibility to perform based upon obvious error on the part of the Proposer.

32) AWARD OF THE CONTRACT

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

- a) A Standard Written Agreement as provided herein, executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

33) RENEWAL

Renewals are contingent upon satisfactory performance evaluations and are subject to the availability of funds. Any renewal must be in writing and is subject to the same terms and conditions set forth in this Contract any written amendments thereto signed by the Parties. If the Department exercises its option to renew, the Department will apply an adjustment factor to the final year annual amounts for the Operations Phase based on the CPI Adjustment Factor in accordance with Exhibit "B," Method of Compensation. In accordance with section 287.057(13), Florida Statutes, the contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer.

34) ATTACHED FORMS

- Form 1 - Certificate of Experience Documentation
- Form 2 - Drug-Free Workplace Program Certification (Form 375-040-18)
- Form 3 - Contractor Notification – Asbestos Containing Materials
- Form 4 - Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
- Form 5 - Corporate Resolution
- Form 6 - Addenda Acknowledgement Form
- Form 7 - Performance Bond (Form 375-040-27)
- Form 8 - Proposal Checklist & Contact Information
- Form 9 - Exempt Documents / Security Plan Distribution Form
- Form 10 - MBE Planned Utilization form
- Form 11 – Key Personnel Resumes

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this solicitation:

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

36) ORDER OF PRECEDENCE

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

Standard Written Agreement
Exhibit “A,” Scope of Services
Special Conditions
Exhibit “B,” Method of Compensation
Exhibit “C,” Price Proposal
Proposer’s Technical Proposal
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF PROPOSALS

Please follow the instructions below for the electronic submission of documentation for Technical and Price Proposals as defined in the Special Conditions:

- Failure to follow these instructions, may result in your Proposal being found non-responsive.
- Non-responsive Proposals will not be considered.
- Proposals shall be submitted to: TP.Purch@dot.state.fl.us
- Subject line must show: **DOT-RFP-21-8019-SM – (Insert Proposer’s Name)**
- All Proposals submitted electronically shall contain two (2) attachments and be marked as follows:

PART I – TECHNICAL PROPOSAL – DOT-RFP-21-8019-SM (Insert Proposer’s Name)

(See Special conditions for all forms, page limits, format conditions and required documentation)

PART II – PRICE PROPOSAL – DOT-RFP-21-8019 - (Insert Proposer’s Name)

NOTES:

- Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- PART II _Price Proposal shall be completed in Excel and submitted in PDF and have a size limit of 25MB. Price Proposal shall not be Password Protected.
- The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate attached document labeled "Attachment - Confidential Material." The Vendor must identify the specific Florida Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Proposer upon submission, effective after opening.
- The body of the email shall not contain any information.
- It is the Proposer’s responsibility to assure that the reply (Technical and Price Proposal) is delivered to the proper place **on or before** the Proposal due date and time (See Introduction Section 2 Timeline).
- Proposals which for any reason are not so delivered will not be considered.
- By submitting a Reply, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.
- All proposals and associated forms shall be either signed and dated in blue ink or electronically signed by a duly authorized representative of the Proposer.

- Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal.
- A confirmation notice will be sent to each proposer when a submittal is received. Do not copy anyone on the submittal email.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



FORMS

DOT-RFP-21-8019-SM

CUSTOMER SERVICE OPERATIONS

FLORIDA'S TURNPIKE ENTERPRISE

FPID: 446410-1-93-01

FORM 1 CERTIFICATION OF EXPERIENCE DOCUMENTATION

I _____, as _____, of _____

(Print/Type Name) (Title)

_____ (“Proposer”), hereby certify that Proposer has been in
(Name of Business)
business for a minimum of the past ten consecutive (10) years and have the experience to perform the services requested by DOT-RFP-21-8019-SM. Proposer understands and agrees that references will be verified by the Department for the deployment and services of similar type projects.

Signature: _____

Title: _____

Date: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL PACKAGE

Note: In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business specifically related to the technical scope and volume of work to that specified in the scope of work for this Contract for the minimum number of years indicated above.

The Department will carefully review to determine if the Vendor(s) is responsive, responsible and qualified in the area of work contemplated by this Contract.

Describe work experience in detail for the minimum period required, beginning with Proposer’s current or most recent project. Use a separate block to describe each project. (Print out additional copies of the form or attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company’s Name: _____

Owner’s Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company’s Name: _____

Owner’s Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company’s Name: _____

Owner's Name: _____ Client's Project Manager: _____
Address: _____ City: _____
State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____
Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Name of Business: _____

**DRUG-FREE WORKPLACE PROGRAM,
 VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
 NOTICE OF INTENT TO SUBLET**

I, _____, _____
 (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)
 of _____, hereby certify that:
 (Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, Florida Statute.

B. Vehicle Operator License & Vehicle Registration

All operators driving bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 Florida Statute, and further states that all vehicles operated, or caused to be operated by said bidder:

- Meet the financial responsibility requirements in accordance with Chapter 324 Florida Statute, and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 Florida Statute, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 Florida Statutes, and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

We ____ (do) ____ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractor</u>	<u>Percent*</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

Signature: _____
 Owner, President, Vice President or Designated Officer (Corp. Resolution**)

Date: _____

*Percentage must not be for more than 49% of the Contract total.

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

TO: All Contractors
FROM: Turnpike Asbestos Coordinator
(954) 975-4855
Pompano Beach, Florida
SUBJECT: ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

It is possible that you may encounter Asbestos-containing materials (ACM) while working in State-owned buildings since ACM are present in many of these buildings. The presence of ACM does not necessarily mean that a hazard exists. However, a hazard may be created when ACM is disturbed, and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid disturbance of ACM.

Prominently posted in each building is an "Occupant Notification" which summarizes known locations of ACM in that building. An Operations and Maintenance (O & M) plan has been developed for these known locations of ACM. Since the known locations may or may not include all ACM, workers must exercise caution and be watchful for materials that might contain asbestos. You must avoid inadvertently disturbing ACM or suspected ACM as you carry out your work.

If you need additional information regarding ACM in a particular building or would like to see a copy of the O & M Plan, contact the Building Asbestos Contact Person (BACPer) responsible for that building or the Turnpike Asbestos Coordinator. The specific designated BACPer (name and telephone) is listed on the "Occupant Notification."

If your work necessitates the disturbance of ACM, you shall take all precautions necessary to protect human health and the environment from asbestos fibers. At a minimum, you must use the procedures found in the O & M Plan; comply with all federal, state and local laws governing work with asbestos; assure that your employees are medically certified, trained and equipped with the proper personal protective devices for safe handling of ACM; and ensure that all employees performing work with ACM related to State-owned buildings execute a "Certificate of Worker's Acknowledgment" prior to beginning work. Immediately upon inadvertently or before disturbing ACM in any State-owned building you must notify the designated BACPer.

ACKNOWLEDGMENT OF ASBESTOS WARNING

I, _____ (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) _____ (Title)

of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

Asbestos-Containing Materials (ACM) Information for Turnpike Facilities and information on how to contact the Building Asbestos Contact Person (BACPer), for information regarding how to find out where asbestos-containing materials are located and how to avoid any contact with ACM.

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution*)

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
 SCRUTINIZED COMPANIES LISTS**

Florida Statutes 287.135

Respondent Vendor Name: _____ Vendor FEIN: _____ Vendor's Authorized Representative Name and Title: _____ 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 the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, 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 the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to Section 287.135, Florida Statutes the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____, who is authorized to sign on behalf of the above referenced company. Authorized Signature Print Name and Title: _____ Date: _____

CORPORATE RESOLUTION OF

(Recite Name of Business)

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

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

CERTIFICATE OF RESOLUTION

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

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

Signature of Secretary

Name of Secretary printed or typed

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DOT-RFP-21-8019-SM

.....
ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 6

The bidder shall acknowledge receipt of each addenda to this Invitation to Bid by completing this form and including same in the bid package.

Addenda No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to confirm receipt of addenda may be cause for rejection of the bidder's bid package.

Dated _____, 20_____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____
(name)
_____ (hereinafter called Vendor) of _____
(address)

_____ and
_____ (hereinafter called Surety) of
(name)
_____,
(address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of _____, for contractual services agreement in connection with _____

_____ in _____ County(ies), particularly known as _____

(hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by _____ its

(Agent or Attorney-in-Fact, or otherwise)

with seals of said Vendor and Surety hereunto affixed this _____ day of _____, _____.

Surety
BY: _____
Signature
TITLE: _____
Attorney-in-Fact/Agent
(Surety Seal)

Vendor
BY: _____
Authorized Signature(s)
TITLE: _____
ATTEST: _____
Secretary/Notary

Name/Telephone #: _____
Address: _____

BY: _____
Signature

Note: Attach Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 25.05, Florida Statutes.

PROPOSAL CHECKLIST & CONTACT INFORMATION

CUSTOMER SERVICE OPERATIONS FLORIDA'S TURNPIKE ENTERPRISE

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

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

- _____ Technical Proposal
- _____ Exhibit "C," Price Proposal, All Pages (Instructions & Sheets 1-4)
- _____ A copy of the Vendor's Business Tax Receipt, stating the name of the Proposer's business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.
- _____ A copy of the Vendor's license(s) authorizing the Vendor to perform the work specified in this bid package in the State of Florida in accordance with the laws of the State of Florida.
- _____ A copy of the Vendor's current Certificate of Liability Insurance.
- _____ A current letter from a surety company or bonding agent authorized to do business in the State of Florida. (Refer to Special Conditions, Section 12, Performance Bond).
- _____ All forms supplied with the proposal package (Forms 1-4, 8, 10-11), return Forms 5, 6, and 9 if applicable. Form 7 shall be required if awarded the Contract. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each applicable form.

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

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

Street Address: _____

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

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

Email Address: _____

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

FORM 9
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN
DISTRIBUTION FORM**

Exempt Documents being requested or received are included in those exempt from public disclosure as provided by Section 119.071(3)(b), Florida Statutes (Attached). **Security System Plans** being requested are confidential and exempt as provided by Section 119.071(3)(a), Florida Statutes (Attached). The Exempt Documents relate to work being performed for or required by the Florida Department of Transportation, or work related to the Department's structures. The following information is being provided as a record of this request or receipt, and distribution of the Exempt Documents or Security System Plans.

Completion of this form and a signature is required before information will be released (* Indicates Required to Obtain Security System Plans):

A. Entity Requesting/Receiving Documents: (Check All That Apply and Provide Full Name of Entity.)

- State Agency*:** _____
- Federal Agency*:** _____
- Governmental:** _____
- Architect:** _____
- Engineer:** _____
- Contractor:** _____
- Other:** _____

B. Entity Name: _____

Address: _____

Phone: _____

C. Exempt Documents / Security Systems Plans requested or provided: (Be specific on what is requested or to be provided, and include description, project numbers, FIN, contract numbers, etc.)

D. Reason for Request/Intended Use: _____

E. RECIPIENT CERTIFICATION: I, personally, and/or as representative of the above entity, fully understand (check the applicable certification block)

- the exempt nature of the Exempt Documents I am receiving and agree to maintain the exempt status of this information in accordance with Florida law.
- the confidential and exempt nature of the Security System Plans I am receiving and agree to maintain the confidential and exempt status of these Security System Plans in accordance with Florida law.

F. Name of person receiving Exempt Documents / Security Plans: (Printed): _____

Signature: _____ Date: _____

Email: _____

G. Driver license or photo identification number of recipient: _____

(Recipient must provide verification of employment with the above entity and verify identity with photo ID)

H. FDOT Employee or Other Individual Providing Exempt Documents or Security Plans:

FDOT Office: _____ Employee Name: _____

Other Individual Name: _____

Name and Office Address of Employer: _____

I. Exempt Documents / Security Systems Plans provided if different than requested: (Be specific on what is provided, and include description, project numbers, FIN, contract numbers, etc.)

J. Signature of Person Authorizing Distribution: _____ Date: _____

Provider's Signature (if different than person authorizing distribution): _____

K. Method of delivery: Pick-up by requestor _____ other (specify other method of delivery)

Date Provided: _____

FORM 9
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN
DISTRIBUTION FORM**

DOT-RFP-21-8019-SM
FPID 446410-1-93-01

050-020-26
STATE HIGHWAY ENGINEER
02/13
Page 2 of 2

EXEMPT DOCUMENTS - Section 119.071(3)(b), Florida Statutes, provides:

Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

SECURITY SYSTEM PLAN - Section 119.071(3)(a), Florida Statutes, provides:

As used in this paragraph, the term "security system plan" includes all Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; Threat assessments conducted by any agency or any private entity; Threat response plans; Emergency evacuation plans; Sheltering arrangements; or Manuals for security personnel, emergency equipment, or security training. A security system plan or portion thereof for: Any property owned by or leased to the state or any of its political subdivisions; or Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph. Information made confidential and exempt by this paragraph may be disclosed by the custodian of public records to The property owner or leaseholder; or Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: _____

Title: _____

Date: _____

Proposer shall use this form for Key Personnel resumes. Each Key Personnel proposed in the Proposer's Technical Proposal must have a resume using the form below. Each reference provided may be contacted by FTE.

Proposer: _____

Key Personnel Position			
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required)			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #3 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			

Detailed Description of Proposed Individual's Specific Responsibilities on the Project:	
C. Professional References (minimum of three)	
Reference #1 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #2 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #3 Name/Title:	
Company/Agency:	
Phone:	
Email:	

Proposer: _____

Key Personnel Position			
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required)			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #3 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			

C. Professional References (minimum of three)	
Reference #1 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #2 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #3 Name/Title:	
Company/Agency:	
Phone:	
Email:	

Proposer: _____

Key Personnel Position			
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required)			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #3 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			

C. Professional References (minimum of three)	
Reference #1 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #2 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #3 Name/Title:	
Company/Agency:	
Phone:	
Email:	

Proposer: _____

Key Personnel Position			
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required)			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #3 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			

C. Professional References (minimum of three)	
Reference #1 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #2 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #3 Name/Title:	
Company/Agency:	
Phone:	
Email:	

Proposer: _____

Key Personnel Position			
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required)			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #3 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			

C. Professional References (minimum of three)	
Reference #1 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #2 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #3 Name/Title:	
Company/Agency:	
Phone:	
Email:	

Proposer: _____

Key Personnel Position			
Name			
A. Education/Training			
Institution/City/State	Degree/Certification	Field of Study	Year
B. Relevant Project/Work Experience (insert additional projects as required)			
Project #1 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #2 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			
Project #3 Title:			
Company/Agency:			
Project Role:			
Start Date:			
End Date:			
Description of Overall Project Scope:			
Detailed Description of Proposed Individual's Specific Responsibilities on the Project:			

C. Professional References (minimum of three)	
Reference #1 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #2 Name/Title:	
Company/Agency:	
Phone:	
Email:	
Reference #3 Name/Title:	
Company/Agency:	
Phone:	
Email:	

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-RFP-21-8019-SM

CUSTOMER SERVICE OPERATIONS

FLORIDA'S TURNPIKE ENTERPRISE

FPID: 446410-1-93-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 446410-1-93-01

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-21-8019-SM

D.M.S. Catalog Class No.: 43232403, 43232700, 43232800, 43232900,
43232915, 43233000, 43233002, 43233004,
43233701, 80101500, 80101507, 80111713,
80111500

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2021 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with providing Customer Service Operations for Florida's Turnpike Enterprise, the Department does hereby retain the Vendor to furnish certain services, information, and items 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 within years or date of termination, whichever occurs first.
 - Services shall commence upon written notice from the Department’s Contract Manager and shall be completed within seven (7) 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 a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department’s Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify, 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 and 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 provision of this Agreement.

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

- B. **LIABILITY INSURANCE.**

- The Vendor shall carry and keep in force during the term of this Agreement, insurance policies with a company or companies authorized to do business in Florida, as outlined in Exhibit "A," Scope of Services, Section 15, Insurance.

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

- D. **PERFORMANCE AND PAYMENT BOND.**

- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt

payment of all persons furnishing labor, materials, equipment, and supplies therefore. See Special Conditions Section 12, Performance Bond for additional requirements.

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

5. COMPLIANCE WITH LAWS

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

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

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

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 will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shmt>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the Appropriate box:

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

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

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

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in 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.

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representative, 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 subcontract 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 attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

I. The Department may grant the Vendor’s employees or subconsultants access to the Department’s secure networks as part of the project. In the event such employees’ or subconsultants’ participation in the project is terminated or will be terminated, the Vendor shall notify the Department’s project manager no later than the employees’ or subconsultants’ separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees’ or subconsultants’ participation in the project, whichever occurs later.

J. 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.

K. Time is of the essence as to each and every obligation under this Agreement.

L. The following attachments are incorporated and made a part of this agreement:

Exhibit “A,” Scope of Services, Attachments A-B, Exhibit “B,” Method of Compensation, Exhibit “C,” Price Proposal, Exhibit “D,” Department Owned/Leased Facilities, Exhibit “E,” Semi-Annual Evaluation Format, Exhibit “F,” Proposed Customer Satisfaction Surveys, and the Vendor’s Technical Proposal.

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

BY: _____
Authorized Signature

(Print/Type)

Nicola Liquori

(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

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

Exhibit "A"
Scope of Services

DOT-RFP-21-8019-SM
FPID: 446410-1-93-01

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Exhibit "A"
Scope of Services
Customer Service Operations

1 INTRODUCTION

This performance-based contract is for the provision of Customer Service Operations described herein to support toll operations for the Florida Department of Transportation, Florida's Turnpike Enterprise (Department). Services will be provided in three phases: Phase 1, known as "Planning/Implementation Phase"; Phase 2, known as "Initial Operations Phase"; and Phase 3, known as "Steady State Operations Phase".

Phase 1 shall begin upon issuance of NTP from the Department to begin Phase 1 and shall end on the date which the Department issues NTP to the Vendor to start Phase 2. Phase 1 is all work required to prepare for a transition to Customer Service Operations, as further described in this Scope of Services, using the Department's existing account management system and all work required to support nBOS CBO design, testing and other related work.

Phase 2 shall begin upon issuance of NTP to the Vendor to begin Phase 2. The Vendor will provide staff required to operate and provide Customer Service Operations on the existing account management system, as further described in this Scope of Services. The Vendor shall provide Key Personnel and other staff to support nBOS CBO design. Phase 2 includes the period of time, as determined by the Department, where the nBOS CBO is in Shadow Mode to the existing account management system. The Department will require the Vendor to provide Customer Service Operations using both the existing account management system and the nBOS CBO in parallel for testing and validation purposes during Phase 2.

Phase 3 shall begin upon issuance of NTP to the Vendor to begin Phase 3. Phase 3 shall extend until the end of Term of the Contract. The Vendor will provide Key Personnel and staff required to operate and provide Customer Service Operations on the nBOS CBO, as further described in this Scope of Services. Phase 3 consists of two subphases. Phase 3A is defined as the initial one hundred and eighty (180) calendar days of Phase 3. During Phase 3A, the nBOS CBO will be calibrated and configured as determined by the Department to meet steady state conditions to confirm processes are operating consistently. During Phase 3A, the Department, in its sole discretion, may modify service level agreements (SLAs) and key performance indicators (KPIs) to measure the Vendor's performance accurately. Phase 3B is the period of time after Phase 3A until the end of the Contract.

The Department will provide written authorization for the Vendor to proceed at the beginning of all phases including subphases A and B. The Vendor will be responsible to meet all criteria for beginning of Customer Service Operations and for transition to the nBOS CBO as outlined in this Scope of Services. The Department, in its sole discretion, will determine if the Vendor has satisfied all of the requirements throughout the Term of the Contract.

2 DEFINITIONS AND ACRONYMS

For the purpose of this Contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown here below:

2.1 Acronyms

ACH	Automated Clearing House
AET	All Electronic Tolling
CAST	Commercial Account Support Team
CBO	Commercial Back Office - See Section 3.2
CCTV	Closed Circuit Television
COTS	Commercial Off the Shelf
CPI	Consumer Price Index
CSC	Customer Service Center
CSR	Customer Service Representative
DHSMV	Department of Highway Safety and Motor Vehicles
DMV	Department of Motor Vehicles (outside of State of Florida)
ETC	Electronic Toll Collection
FTE	Florida's Turnpike Enterprise (see also, Department).
IR	Interactive Routing
nBOS	New Back Office System
NTP	Notice to Proceed
NVR	Network Video Recorders
OBO	Operations Back Office- See Section 3.2
PCI DSS	Payment Card Industry Data Security Standard
PIN	Personal Identifiable Number
RFID	Radio Frequency Identification
ROV	Registered Owner of Vehicle
RSE	Roadside Equipment - See Section 3.2
RSS	Roadside System - See Section 3.2
SR	State Route
SOC 1 Type 2	System and Organization Controls (SOC 1, Type 2)

TTY Teletypewriter (telecommunications device for the deaf)

2.2 Definitions

Benchmark	The minimum criteria required to meet specified Performance Measures, as specified in Section 112 of this Exhibit A.
Boca CSC	See Section 5.3
BOT	Automated program or script designed to behave like a CSR.
Contract	The entire and integrated agreement between the Department and the Vendor (hereinafter collectively referred to as the "Parties"), which supersedes all prior negotiations, representations, or agreements, either written or oral.
Contract Documents	The Contract Documents (Standard Written Agreement, Exhibits, Attachments, and any written and duly executed amendments and supplements thereto) form the Contract between, and otherwise set forth the obligations of, the Parties, including, but not limited to, the performance of the services and the basis of payment.
CPI Adjustment Factor	The CPI Adjustment Factor will be based on the percentage increase/decrease in the Consumer Price Index, as defined in Exhibit B – Method of Compensation.
Customer Service Operations	All staffing, technology and other resources to provide the Department's customers with account and general information through all communication channels required in this Scope of Services. Customer Service Operations will be provided during Phase 2 and 3 using the Department's existing account management system and the nBOS CBO. Includes staffing of the CSC Facilities and remote workforce if applicable.
Customer Service Representative or CSR	Staff member that provides support to customers and assists customers with questions or issues. Excludes Vendor management staff and Key Personnel.
Document Deliverables	The Project Management Plan, Project Schedule, Staffing Plan, Standard Operating Procedures, Transition Plan, Training Plan, Business Continuity and Quality Plan (each individually referred to as "Document Deliverable," and collectively as "Document Deliverables").
Department Disincentives	Florida Department of Transportation, Florida's Turnpike Enterprise. Performance measures that do not meet minimum Contract requirements and may be eligible for a decrease in payments from the specified Contract amounts. Refer to Section 112.

FTE Accounting Manager	The individual employee(s) of the Department responsible for the management of the accounting and finance operations of the CBO and the direction of the Vendor's staff as they relate to financial exception processing.
FTE Project/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.
Interoperable Agencies	The agencies that manage toll roads, toll bridges, parking, or other similar facilities that are interoperable with the Department's SunPass® prepaid toll program through Interoperability Agreements.
Incentives	Performance measure criteria that exceed the minimum Contract requirements and may be eligible for an increase in payments from the specified Contract amounts. Refer to Section 12.
Interactive Voice Response or IVR	An automated telephony system that interacts with callers, gathers information, allows payments to be made and routes calls to the appropriate recipients.
nBOS CBO Transition	The date where the Vendor transitions to use the nBOS CBO system for Customer Service Operations.
nBOS Project	The replacement project of the current Centralized Customer Service System (also referred to as CCSS) for the Department.
NTP	A written notice provided by the Department to the Vendor, establishing the date on which the Vendor shall start to perform services under this Contract.
Operations Phase	The period of time that the Vendor provides Customer Service Operations. This phase includes both Phase 2 and Phase 3. Operations Phase begins at the commencement of the Vendor providing Customer Service Operations and ends at the end of Contract.
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.
Primary CSC	See Section 5.1.
Secondary CSC	See Section 5.2.
Shadow Mode	The operation of the new account management system, nBOS CBO, running in parallel to the existing account management system, relevant

during Phase 2. The Vendor shall work with the Department to test system operations in Shadow Mode prior to the nBOS CBO Transition. Activities and requirements of the Vendor for Shadow Mode operations are described further in Section 7.2 of this document.

State of Florida State Term Contracts	Contracts for commodities and contractual services procured by the Florida Department of Management Services, Division of State Purchasing, under which state agencies make purchases for such commodities or contractual services.
SunPass®	The Department's branding for its electronic, prepaid toll collection program.
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.
Toll Collection System	The systems, operations and processes that are used to collect tolls on the Department's toll facilities. Refers to the Roadside System (RSS), Operations Back Office (OBO) and Commercial Back Office (CBO), as described in this Exhibit A, which collectively comprise the Toll Collection System. The Toll Collection System may be current or upgraded systems and technologies throughout the Term of the Contract and shall be used by the Vendor throughout the Term of the Contract.
Toll Collection System Business Rules	The rules and constraints that define how the Department's Toll Collection System operates to provide consistency, efficiency, and predictability of the operations of the Department's Toll Collection System.
Vendor	The firm selected through the competitive solicitation process to provide the services requested herein.
Vendor's Contract Manager	The individual, senior level employee of the Vendor responsible for managing all services performed by the Vendor under this Contract. The Vendor's Contract Manager shall have authority to act on the Vendor's behalf in any matter related to the requirements of this Contract. The Vendor's Contract Manager is the primary point of contact and responsible for all communication with the Department and the FTE Contract/Project Manager.
Vendor's Operations Manager	The individual employee of the Vendor responsible for scheduling and monitoring of work being performed, inspection of services provided and the submission of payment documents for all services requested herein. The Vendor's Operations Manager is responsible for

	communication with the Department and the Department's Operations Manager.
Welcome Centers	Shall mean and refer to those Welcome Centers described in "Exhibit D"- Department Provided Facilities of this Contract.
Walk-in Centers	Shall mean and refer to those Walk-in Centers described in "Exhibit D"- Department Provided Facilities of this Contract.

3 BACKGROUND

3.1 General

This Scope of Services is for the provision of customer service operations, staffing of Welcome Centers, staffing of Walk-In Centers, and remote workforce operations (if applicable), to support toll operations conducted by the Department. The Department processes toll transactions for Department-owned facilities, as well as on behalf of other agencies and interoperable partners. These facilities are generally described in Table 1 and Table 2, below. The Department also processes parking transactions for certain facilities through its SunPass Plus Parking Program. These facilities are generally described in Table 3, below. Table 4 below identifies interoperable agencies that allows SunPass transponder transactions to be processed.

The Department estimates that it will process approximately 2.4 billion toll transactions in the Toll Collection System in Fiscal Year 2023, and that this figure may increase by approximately 5% each year thereafter during the first five years of the Contract Term. These figures are provided for informational purposes only and are subject to change. The Vendor agrees that any variance between the facilities described above or the estimated annual transaction volumes described herein, and the actual facilities in operation or annual transaction volumes for any year in which this Contract remains in effect, shall not serve as the basis for any claim of relief by the Vendor from the Performance Measures or any other obligation of the Vendor or any remedy available to the Department provided in the Contract.

Table 1- Department Facilities

Facility	Road Number	Counties
Alligator Alley	I-75	Broward Collier
Beachline East Expressway	SR 528	Brevard Orange
Beachline West Expressway	SR 528	Orange
Turnpike Mainline	SR 91	Indian River, Martin, Okeechobee, Osceola, Palm Beach, St. Lucie, Lake, Orange, Osceola, Sumter, Broward, Miami-Dade, Palm Beach
First Coast Expressway	SR 23	Clay, Duval St. John
I-4 Connector	I-4	Hillsborough
I-4 Express	I-4	Orange

Facility	Road Number	Counties
		Seminole
I-75 Express	I-75	Broward Miami-Dade
I-95 Express	I-95	Broward Miami-Dade Palm Beach
I-295 Express	I-295	Duval
I-595 Express	I-595	Broward
Palmetto Express	SR 826	Miami-Dade
Pinellas Bayway System	SR 682 SR 679	Pinellas
Polk Parkway	SR 570	Polk
Sawgrass Expressway	SR 869	Broward
Seminole Expressway	SR 417	Seminole
Southern Connector Extension	SR 417	Orange Osceola
Suncoast Parkway	SR 589	Citrus, Hernando Pasco
Sunshine Skyway Bridge	I-275	Manatee Pinellas
Turnpike Extension	SR 821	Broward Miami-Dade
Veterans Expressway	SR 589	Hillsborough
Wekiva Parkway	SR 429	Lake Orange Seminole
Western Beltway	SR 429	Orange Osceola

Table 2- Non-Department Facilities

Agency	Facility	Road Number	Counties
Miami-Dade Expressway Authority	Airport Expressway	SR 112	Miami-Dade
	Dolphin Expressway	SR 836	Miami-Dade
	Don Shula Expressway	SR 874	Miami-Dade
	Gratigny Parkway	SR 924	Miami-Dade
	Snapper Creek Expressway	SR 878	Miami-Dade
Tampa-Hillsborough Expressway Authority	Lee-Roy Selmon Expressway Includes reversible express lanes	SR 618	Hillsborough
Miami-Dade County	Rickenbacker Causeway	SR 913	Miami-Dade
	Venetian Causeway	n/a	Miami-Dade
Town of Bay Harbor Islands	Broad Causeway	SR 922	Miami-Dade

Agency	Facility	Road Number	Counties
Monroe County	Card Sound Road	CR 905A	Monroe
Orchard Pond	Orchard Pond Parkway	CR 0344	Leon
Escambia County	Bob Sikes Bridge	CR 399	Escambia
Santa Rosa Bay Bridge Authority	Garcon Point Bridge	SR 281	Santa Rosa
Mid-Bay Bridge Authority	Mid-Bay Bridge Spence Parkway	SR 293 SR 293	Okaloosa

Table 3- Parking Facilities

Facility	County
Orlando International Airport	Orange
Miami International Airport	Miami-Dade
Tampa International Airport	Hillsborough
Palm Beach International Airport	Palm Beach
Ft. Lauderdale International Airport	Broward
Hard Rock Stadium	Miami-Dade

Table 4 - Interoperable Agencies

Agency/State	Transponder
Central Florida Expressway Authority/Florida	E-Pass
Lee County/Florida	LeeWay
State Road and Tollway Authority/Georgia	PeachPass
North Carolina Turnpike Authority/North Carolina	NC Quick Pass
E-ZPass Interagency Group/Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Virginia, and West Virginia	E-ZPass*

*Interoperability with E-ZPass states is anticipated by calendar year 2021. Interoperability with other out of state ETC programs may be added in the future.

3.2 System Overview

The Department's Toll Collection System consists of a Roadside System (RSS), Operations Back Office (OBO) and Commercial Back Office (CBO). Brief descriptions of each of these systems are below.

The RSS detects and captures toll transactions and helps to identify the vehicle using the toll facilities. The RSS has Roadside Equipment (RSE) that is used to provide information about the vehicle to collect tolls in the operation's back office and commercial back office. Currently RSS is made up of in lane technologies that capture Radio Frequency Identification (RFID) by way of a transponder affixed to the vehicle for prepaid account holders and license plate images by way

of cameras as the method of identifying customers without prepaid accounts – this latter method also serves as a backstop when RFID does not work and is used for toll collection enforcement.

The **OBO** validates transactions received from the RSS in accordance with the Toll Collection System Business Rules, performs business processes including license plate image review, transaction filtering prior to sending transactions to the CBO, and lastly determines if the vehicle is part of a toll agency's prepaid program or if a bill will need to be sent to the registered owner of the vehicle through a post-paid invoicing program. The OBO is the system of record for the vehicle traffic and expected revenue.

The **CBO** is the customer account management system including all business interfaces to process payments for prepaid accounts, invoice customers, process payments for post-paid customers, and maintain customer accounts. The CBO also interfaces with Interoperable Agencies in participating programs and to specialized third party aggregators such as mobile applications, fleet, or commercial drivers. The CBO is also the financial system of record.

4 CONTRACT LENGTH

This Contract shall begin on the date of execution by the Department ("Effective Date") and shall remain in full force and effect for a period of seven (7) years ("Initial Term"), unless sooner terminated in accordance with the terms hereof. This Contract may, at the Department's option, be renewed for one (1) or more additional one (1) year periods, for up to a total of three (3) one (1) year periods (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"), unless otherwise sooner terminated in accordance with the terms herein. Renewals are contingent upon satisfactory performance evaluations and are subject to the availability of funds. Any renewal must be in writing and is subject to the same terms and conditions set forth in this Contract any written amendments thereto signed by the Parties. If the Department exercises its option to renew, the Department will apply an adjustment factor to the final year annual amounts for the Phase 3 based on the CPI Adjustment Factor in accordance with "Exhibit B"- Method of Compensation.

5 CSC FACILITIES

The Vendor shall be responsible for establishing and/or operating the following facilities (collectively referred to as the "CSC Facilities"):

- Primary CSC
- Department provided Boca CSC
- Vendor provided Secondary CSC (if required)
- Department provided Welcome Centers
- Department provided Walk-in Centers
- Additional facilities as described under this Contract.

With the exception of Vendor provided Secondary CSC's (if required), Any Department provided facilities described above shall be dedicated solely to this Contract. Any build-out required for any CSC Facilities provided by the Vendor shall be the responsibility of the Vendor, and the Vendor shall maintain appropriate premise/property and liability insurance on such facilities. The Vendor

shall also pay all charges, including, but not limited to, rent, taxes, maintenance, utilities, and insurance, for all CSC Facilities provided by the Vendor.

Except as otherwise expressly provided in this Contract, the Department shall not be responsible for any maintenance, repair, or replacement activities, including any cost or expense related thereto, at any CSC Facilities. Additionally, unless otherwise provided for by this Contract, the Vendor shall not acquire any right, title, interest, or estate in the Department-owned/operated facilities or right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Contract including, but not limited to, the Vendor's access to, use, occupancy, maintenance, or possession of the Department-owned/operated facilities or right-of-way. The provisions of the paragraph shall survive the termination of this Contract.

5.1 Primary CSC

The Department wishes to serve its customers through a Primary CSC in the State of Florida provided by the Vendor. The Department requires that the Primary CSC is a contiguous space segregated from other call center operations operated by the Vendor. Within thirty (30) calendar days from the date of issuance of NTP for the Phase 1, and at such other times as may be requested by the Department, the Vendor shall meet with the Department to discuss the minimum space requirements and evaluation criteria that the Vendor will use to select the three Primary CSC candidates. Within one-hundred (100) calendar days from the date of issuance of NTP for the Phase 1, the Vendor shall submit to the Department for its review and approval evaluation criteria describing the Vendor's approach to evaluate potential facilities to serve as the Primary CSC. The evaluation criteria shall include parameters to determine whether a proposed facility satisfies the Department's requirements (based on nBOS project design, Toll Collection System Business Rules, and Standard Operating Procedures) to serve as the Primary CSC under this Contract.

The Vendor shall, within one-hundred eighty (180) calendar days of issuance of NTP for Phase 1, submit to the Department for its review a minimum of three (3) proposed facilities, each of which the Vendor shall provide completed evaluation criteria and other documentation demonstrating, to the Department's satisfaction, that (i) the proposed facility meets the Primary CSC requirements specified by the Department, (ii) the proposed facility is or will be available to provide services under this Contract within ninety (90) calendar days prior to beginning of Phase 2, and (iii) the Vendor will be able to obtain a lease agreement or other appropriate agreement to occupy and use the proposed facility as the Primary CSC for the duration of this Contract. Upon receiving written approval of a proposed location from the Department, the Vendor shall obtain the lease (other appropriate agreement to occupy and use the proposed facility as the Primary CSC for the duration of this Contract), on such terms as approved by the Department, for such facility to serve as the Primary CSC.

The Vendor will be reimbursed, via Pass-Through payment as defined and in accordance with Exhibit "B," Method of Compensation, for the Primary CSC Lease payment, utilities, and build-out costs properly documented. The Vendor is to include costs associated with the Primary CSC facility maintenance, security, and insurance as Fixed Costs as described in Exhibit "B," within their Price Proposal (Exhibit "C).

5.2 Secondary CSC

The Vendor shall, as part of its Proposal, submit for the Department's review and approval the locations of any additional Secondary CSC's it may utilize to provide business continuity and support overflow of calls as required to meet all requirements of this Contract. Any Vendor-provided facilities shall meet all requirements in this Contract, and the Vendor must receive prior written approval from the Department prior to utilizing any such facility to provide services under this Contract. If the Vendor identifies additional Secondary CSC locations are necessary, the additional facilities shall be located in the state of Florida. The details of these additional Secondary CSC locations, their size, how and when they will be utilized, shall be included in the Vendor's Technical Proposal. The Vendor shall provide office space and shall be contiguous and segregated from other call-center operations operated by the Vendor. The Vendor shall provide a minimum 100 square foot (S.F.) for the host computer system, local area network rack, telecom punch-block, uninterruptable power supply, emergency generators, telephony switching unit and monitoring workstation, with additional cooling system if the room cannot be maintained below 74° Fahrenheit. The Vendor shall provide at least one office of 100 SF to be utilized by Department representatives when at the Secondary CSC's.

5.3 Boca CSC

The Department will provide one customer service center, located at the SunPass facilities at 7941 Glades Road, Boca Raton, FL 33434, to serve as an overflow customer service center, payment processing center, and disaster recovery center. The Department intends to provide space for a minimum of approximately ninety-five CSRs plus ten additional Vendor staff. The Department will be responsible for occupancy costs such as rent, taxes, facility physical access and property and liability insurance for the Boca CSC. The Department shall also be responsible for facility maintenance, utilities, janitorial services, and any low voltage network wiring as needed.

5.4 Walk-In Centers

The Department will provide certain Walk-In Center facilities (further described in Exhibit "D") to support operations under this Contract. The Vendor shall be responsible for staffing and conducting operations at each Walk-in Center in accordance with the terms set forth in this Contract. All Walk-In Centers shall be utilized by the Vendor only to the extent permitted by the Department and only as needed to perform services under this Contract. The cost for the Walk-In Centers shall be tracked separately from the Primary and Secondary CSC and may be periodically adjusted (added or removed) through the Term of the Contract. Vendor shall make these tracked costs available upon request by the Department within ten (10) business days. Costs shall include staffing, equipment, equipment leases, and incidentals per location. The Department will be responsible for occupancy costs such as rent, taxes, facility physical access and property and liability insurance. The Department shall be responsible for facility maintenance, utilities, janitorial services, and any low voltage network wiring as needed.

5.5 Welcome Centers

The Department will provide certain Welcome Center facilities (further described in Exhibit "D") to support operations under this Contract. The Vendor shall be responsible for staffing and conducting operations at each Welcome Center in accordance with the terms set forth in this Contract. All Welcome Centers shall be utilized by the Vendor only to the extent permitted by the

Department and only as needed to perform services under this Contract. The cost for the Welcome Centers shall be tracked separately from the Primary and Secondary CSC and may be periodically adjusted (added or removed) through the Term of the Contract. Vendor shall make these tracked costs available upon request by the Department within ten (10) business days. Costs shall include staffing, equipment, equipment leases, and incidentals per location. The Department will be responsible for occupancy costs such as rent, taxes, facility access, and property and liability insurance. The Department shall be responsible for facility maintenance, utilities, janitorial services, and any low voltage network wiring as needed.

5.6 CSC Facilities Operational Hours

Operational hours of the CSC Facilities shall be determined by the Vendor to meet the customer demands throughout the Term of the Contract. Operational hours are subject to final approval by the Department and may be changed by the Department throughout the Term of the Contract.

At a minimum:

- The Primary CSC, or Boca CSC or any Secondary CSC shall operate from 7:00 am to 7:00 pm Monday through Friday, and from 8:30am to 5:00pm Saturday. The Vendor shall describe its planned operations in its Technical Proposal.
- Walk-In Centers shall be open 8:00am-6:00pm Monday through Friday and 8:00 am to 5:00pm on Saturday.
- For the three Welcome Center locations, hours of Operation are 8:00am to 5:00pm, seven (7) calendar days per week; however, the Vendor shall provide staffing as described in "Exhibit D"- Department Owned Facilities. The Vendor shall work with the Department to adjust hours in emergency scenarios.

The CSC Facilities will be closed in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. For holidays that fall on Saturday or Sunday, the CSC Facilities may be closed in observance of that day and may or may not observe the Friday prior to or the Monday following the holiday. The Department will make the determination of holiday observance when the holiday falls on a Saturday or Sunday.

In cases where CSC Facilities are closed due to inclement weather or another emergency, the Vendor will follow the Department's direction, policies, and procedures. For facilities owned or leased by the Vendor, notices of building closures, employee return to work and other details will be communicated by the Vendor to the Department in writing. For facilities owned or maintained by the Department, notices of building closures, employee return to work and other details will be communicated by the Department to the Vendor in writing.

5.7 Security Services

The Department shall be responsible for providing security services at all Department provided facilities, including the Primary CSC. The Vendor shall be responsible for security services at all Secondary CSC locations. The Vendor may choose to provide a uniformed, armed security officer present during operational hours. All security officers providing and/or performing security services at the Primary and Secondary CSC locations must be properly licensed to provide and/or perform such services in accordance with applicable federal and state laws, rules, and regulations.

5.8 Access Control

The Vendor shall install the access control system for the Primary CSC, and any other facility used by the Vendor to perform work under this Contract that is not otherwise described in Exhibit "D" (for those facilities described in Exhibit "D," the Vendor will utilize the Department's existing access control system at each facility). The Vendor shall provide, without limitation, proximity card readers, system compatible cardstock for badges, surveillance cameras, network infrastructure, and/or other equipment, components, and materials needed for access control at each CSC Facility. Access to facilities described in Exhibit "D" will be managed by the Vendor using the access control system installed by the Department. The Department will grant the Operator system permission privileges to such access control system to the extent deemed necessary by the Department (in its sole discretion) for the Vendor to perform its obligations under this Contract.

The Vendor shall ensure that the CSC Facilities are accessed only by authorized personnel with appropriate access privileges. Access privileges shall be limited and segregated based on staff responsibilities. The Vendor shall maintain and provide, at the Department's request, an access matrix listing all Vendor staff with access privileges (including each staff member's position, job functions, and access rights). The Vendor shall conduct reviews of the access matrix against the actual access for all Vendor staff in accordance with applicable standards, including, but not limited to, PCI DSS. The Department and/or its designee shall be permitted to witness this review.

The Vendor shall ensure that all facilities used by the Vendor to perform work under this Contract are established and maintained in accordance with all applicable standards, including, but not limited to, PCI DSS. The Vendor shall also ensure that security video and access control information is stored online in accordance with PCI DSS and any applicable retention requirements described in this Contract. The Vendor shall make all forms of access control records available to the Department within two (2) business days of receiving a request. In the event a request cannot be fulfilled, the Vendor shall notify the Department with the reason why the data is unavailable.

Notwithstanding any provision herein to the contrary, the Department shall have the right to gain access to any CSC Facility at any time it deems necessary throughout the duration of this Contract. The reservation of right by the Department shall not be deemed to (1) impose any obligation on the Department to exercise such right, (2) make the Department responsible to the Vendor or any third party for the failure to exercise such right, or (3) relieve the Vendor from any of its obligations under this Contract.

The Vendor shall notify the Department in writing by email to an authorized representative as soon as possible but no more than 2 hours after any Vendor staff member is no longer employed by the Vendor. The Vendor shall remove access permissions granted to any Vendor staff, contractors, subcontractors, users, and any other visitors immediately when said persons are no longer authorized to access the facility. The Vendor shall perform audits on a monthly basis of all persons currently authorized to access the facility and shall provide the results of those audits on the monthly reports to the Department. All Vendor staff, including any Vendor subcontractors, shall be issued, and shall display on their person at all times, a badge which shows the staff member's name, photograph, designation as Vendor staff, and functional area (e.g., customer service, accounting, service desk).

5.9 Maintenance and Alterations

The Vendor shall be responsible for maintaining, including repairs, replacements, janitorial services, preventative maintenance, and any other maintenance function or activity, at all CSC Facilities that are not otherwise described in Exhibit "D." The Department will maintain the facilities described in Exhibit "D."

The Vendor shall not construct or make any alterations, renovations, modification, or other improvements to any Department-owned Facility without having first obtained prior written approval for such alteration, renovation, modification, or other improvement from the FTE Project/Contract Manager. All costs for any alteration, renovation, modification, or other improvement undertaken by the Vendor to any Department Owned Facility shall be the Vendor's sole responsibility. If the Vendor makes any alteration, renovation, modification, or other improvement to any Department Owned Facility without prior receiving prior written approval as described herein, then, upon notice to do so, the Vendor shall, at its sole expense, remove such alteration, renovation, modification, or improvement, or, at the request of the Department, cause the improvements to be changed, adjusted, modified or otherwise altered to the Department's satisfaction. If the Vendor fails to comply with such notice within the time period described therein, then the Department may perform the removal or modification, and it shall have the right to offset all costs incurred in connection therewith against payments due to the Vendor, or bill and collect such costs from the Vendor.

6 ITEMS TO BE FURNISHED BY THE DEPARTMENT

This section describes staff, services, and related items to be furnished and provided by the Department to be used by the Vendor to execute the work required in this Contract. Except as provided in this Section 6, the Vendor will be responsible for furnishing all resources needed to perform the services described in this Scope of Services. Title to any facilities, equipment, and materials provided by the Department shall remain vested in the Department.

6.1 Staffing

The Department will provide the following staff:

- An FTE Project/Contract Manager as the main point of contact for all verbal and written communications.
- FTE Accounting Manager
- Operations staff
- Technical support staff
- Quality assurance staff

6.2 Reference Documents

The Department may provide the following documents (collectively, "Reference Documents):

- CSC Statistics including CSC replenishments
- Toll Collection System Business Rules that are current at time of Advertisement and subject to change with the nBOS Project implementation.
- Statistics on Welcome Center and Walk-in Centers customers

- Statistics on outbound correspondence
- Statistics on active accounts
- Current Standard Operating Procedures Overview related to operational activities
- Annual equipment inventory for PC's and related equipment provided by the Department

Reference Documents, to the extent provided by the Department, are for informational purposes only and shall not otherwise constitute Contract Documents as defined in this Exhibit A.

7 SERVICES TO BE PROVIDED BY THE VENDOR

The Vendor shall provide Customer Service Operations including but not limited to staffing, technology, and other resources necessary to operate CSC Facilities, as required under this Contract. The Vendor's responsibilities include, but are not limited to, the following:

- Provide a primary point of contact to work closely with the Department, its agents and all supporting vendors associated with Department's toll operations in the planning, implementation, transition, management, and operation of the CSC.
- Support all operations for SunPass® and TOLL-BY-PLATE® toll collection efforts including, but not limited to, financial exception processing.
- Comply with all requirements relating to the provision of all facilities, fixtures, furniture, workstations, a scalable phone system, IVR, and all other equipment and consumables to meet the requirements of the specified services throughout the Term of the Contract.
- Provide all qualified management, supervisory, operations staff, and professional and clerical personnel, to professionally operate and administer the CSC in a manner that meets the Contract.
- Provide Business Continuity Plan (as further described in Section 7.8. of this Exhibit A) for the Department review and approval.
- In conjunction with Toll Collection System contractors(s), participate in the Payment Card Industry Level 1 Certification during all Phases throughout the Term of the Contract. The Department anticipates that testing for Payment Card Industry Level 1 Certification will occur throughout the entire Term of the Contract. The Vendor shall support all work necessary to achieve and maintain the Payment Card Industry Level 1 Certification.
- Operate and maintain the CSC Facilities to support compliance in accordance with safety and security standards, and ensure all necessary controls are in effect in order to successfully complete a SOC 1, Type 2 audit, and to ensure compliance with all other applicable certification requirements. The Vendor shall resolve any non-compliance items in accordance with the remedy time as outlined in the PCI DSS compliant within thirty (30) days or as otherwise mutually agreed to in writing by the Department.
- Ensure that all Vendor staff having access to any Department of Motor Vehicles (DMV) record database execute any agreements required by any such DMV that requires execution of such agreement.
- Follow Department approved Standard Operating Procedures when responding to information requests (including public information or record requests) received across multiple contact channels such as walk-ins, phone, text, chat session including transcript, email, or mail correspondence. Provide standard policy, procedural explanations, or describe/transmit a predetermined set of information to customers.

- Process customer transactions as a result of customer inquiries, complaints, or service requests: e.g. change of address, change of vehicle information, opening a new account, order of additional transponders, payment of accounts, request to close accounts, payment card transactions/updates, etc. Follow Department escalation policy as outlined in approved Standard Operating Procedures.
- Support the Department in identifying and defining service issues reported by multiple customer contact channels (e.g. email, chat, mail) and initiate activities to resolve them. These service issues, because of their complexity, often require coordination with other Interoperable Agencies, a subjective analysis to identify the problem and possible solutions, and a return call or e-mail to the customer for resolution.

7.1 Phase 1 - Planning/Implementation Phase

Phase 1 shall begin upon issuance of NTP from the Department to begin Phase 1 and shall end on the date which the Department issues NTP to the Vendor to start Phase 2. Phase 1 involves all work required to prepare for a transition to Customer Service Operations using the Department's existing account management system and work required to prepare for a transition to Customer Service Operations using the nBOS CBO, including, but not limited to:

- Provide complete Primary CSC facility leasing and fit-out and changes in operations and floor plan.
- Install and integrate Vendor technology.
- Recruit, hire, and train operations staff prior to the beginning of Phase 2.
- Transition final CSC acceptance in accordance with the Transition Plan. The CSC acceptance defined in the Transition Plan shall include any technologies required by the Vendor and integration with the Toll Collection System.
- Determine the optimal level of service based on the pricing structure.
- Develop, test and coordinate disaster recovery and Business Continuity Plan with other nBOS Project contractors.
- Annual test and validation of Business Continuity Plan as defined in Section 7.8. The Vendor shall coordinate the annual test with the Department.
- Work with the Department to develop new and update required operations data dashboards and reports to operate the CSC Facilities.
- Develop emergency/incident response plan.
- Provide nBOS Project system testing resources and support.
- Develop, submit, and obtain approval from the Department for the Training materials for Customer Service Operations.
- Develop, submit, and obtain approval from the Department for the Transition Plan.
- Review and update Standard Operating Procedures (SOPs) for Customer Service Operations, submit and obtain approval of the updated SOPs from the Department.
- Conduct operational readiness and provide final operations and training documentation as defined in the Transition Plan and the Training Plan.
- Participate in design reviews for the nBOS CBO system that include attendance at meetings, review documentation and test conduct and system integration.
- Participate in all nBOS Project testing phases including readiness and transition to production.

7.2 Phase 2 – Initial Operations

Phase 2 shall begin upon issuance of NTP to the Vendor to begin Phase 2. Phase 2 (sometimes referred to as "Initial Operations") includes the period of time, as determined by the Department, where the nBOS CBO is in Shadow Mode to the existing account management system. The Department will require the Vendor to provide Customer Service Operations using both the existing account management system and the nBOS CBO in parallel for testing and validation purposes during Phase 2. Phase 2 involves the completion of services necessary to operate the nBOS CBO in Shadow Mode, including, but not limited to:

- Conduct operational readiness and provide final operations and training documentation as defined in the Transition Plan and the Training Plan prior to nBOS CBO Transition.
- Recruit hire and train operations staff prior to the nBOS CBO Transition.
- Transition final CSC acceptance in accordance with the Transition Plan. The CSC acceptance defined in the Transition Plan shall include any technologies required by the Vendor and integration with the Toll Collection System.
- Work with the Department to develop new and update required operations data dashboards and reports to operate the CSC Facilities.
- Develop assemble, and submit evidence (such as system reports and backup information gathered by the Vendor) to calculate monthly KPI's and SLA's as outlined in Scope of Services.
- Develop, submit, and obtain approval for Vendor Customer Service Operations and the nBOS CBO Transition, and operational readiness demonstration criteria as part of the Transition Plan update.
- Participate in an operational readiness demonstration and achieve readiness for Customer Service Operations and the nBOS CBO Transition as approved by the Department.
- Update the Staffing Plan, Quality Plan, Project Management Plan, Transition Plan, Training Plan, Operations Plan and the Project Schedule for review and approval by the Department. Plans must be updated at least one hundred eighty (180) calendar days prior to nBOS CBO Transition.
- Collaborate with the Department in the implementation of the business and technical documents. Use cases, Business Rules and business requirements will be used to evaluate updates to the Toll Collection System as part of the nBOS Project.
- Perform all CSC functions, including but not limited to the customer call center operation, account establishment, maintenance and management of CSC technology, customer payment processing (with the exception of those processed by lockbox service provider), transponder fulfillment, and inbound/outbound correspondence through all channels (SMS, chat, email, mail, website, mobile application and Walk-in Centers).
- Perform Other CSC functions including customer service for interoperability, airport parking transactions, non-revenue transactions, and rental cars.
- Adhere to Department privacy and security policies related to cyber-security and privacy to ensure customer information is not released improperly, and to protect the data to which the CSC staff must have access.
- Provide document imaging to make and store electronic copies of all customer correspondence and other documents received.

- Be responsible for the complete resolution of all customer disputes and provide the Department with all relevant documentation related to customer disputes for administrative review by the Department.
- Generate, distribute, receive, sort, track, and store, based on the Department retention policies, all customer correspondence.
- Provide support for necessary interfaces with other Department systems related to and used for toll collection purposes.
- Provide design input support and upgrade customer service center technologies provided by the Vendor and provided by other Department contractors to increase CSC efficiencies including the use of BOTS and other automation.
- Annual test and validation of Business Continuity Plan as defined in Section 7.8. The Vendor shall coordinate the annual test with the Department.

The Department will compensate the Vendor using a Pass-Through Payment (as defined in Exhibit "B," Method of Compensation) for any additional resources brought on to support Vendor costs incurred to facilitate phased cutover of activities in support of Shadow Mode.

7.3 Phase 3 - Steady State Operations Phase

Phase 3 shall begin upon issuance of NTP to the Vendor to begin Phase 3. Phase 3 (sometimes referred to as Steady State Operations Phase) shall consist of two (2) subphases, Phase 3A and Phase 3B. Phase 3A shall commence at nBOS CBO Transition and continue for one-hundred eighty (180) calendar thereafter. Phase 3B shall commence upon completion of Phase 3A and continue for the duration of the Contract. Phase 3 involves the completion of services necessary to operate the new account management system in production mode, including, but not limited to:

- Perform all CSC functions, including but not limited to the customer call center operation, account establishment, maintenance and management of CSC technology, customer payment processing (with the exception of those processed by lockbox service provider), transponder fulfillment, and inbound/outbound correspondence through all channels (SMS, chat, email, mail, website, mobile application and Walk-in Centers).
- Perform Other CSC functions including customer service for interoperability, airport parking transactions, non-revenue transactions, and rental cars.
- Adhere to Department privacy and security policies related to cyber-security and privacy to ensure customer information is not released improperly, and to protect the data to which the CSC staff must have access.
- Provide document imaging to make and store electronic copies of all customer correspondence and other documents received.
- Be responsible for the complete resolution of all customer disputes and provide the Department with all relevant documentation related to customer disputes for administrative review by the Department.
- Generate, distribute, receive, sort, track, and store, based on the Department retention policies, all customer correspondence.
- Provide support for necessary interfaces with other Department systems related to and used for toll collection purposes.

- Provide design input support and upgrade customer service center technologies provided by the Vendor and provided by other Department contractors to increase CSC efficiencies including the use of BOTS and other automation.
- Annual test and validation of Business Continuity Plan as defined in Section 7.8. The Vendor shall coordinate the annual test with the Department.

7.4 Coordination with Department and other contractors

The Vendor shall coordinate with the Department and other contractors as required to meet all Terms of the Contract. A list of the key coordination points is below.

- The Department is migrating its system architecture and functionality to a migration and release approach that avoids any single-phase cutovers. The Vendor shall develop a phased-transition approach that will be integrated into quarterly production releases coordinated with the Department's existing change and configuration management processes.
- The Vendor shall develop a project change and configuration management process that is coordinated with the Department's existing change management processes.
- The Department has existing quarterly and annual compliance activities including audits of controls over financial reporting (SOC 1 Type 2,) PCI DSS and internal and external audits of the existing and new systems. FTE will engage an independent external auditor to perform the SOC 1, Type 2 audit and the Vendor shall cooperate fully with such audit to the extent necessary to ensure the Department is fully compliant.
- The Department anticipates purchasing all COTS software through State of Florida State Term Contracts or separate procurements administered by the Department. The Vendor shall provide support and input to Department staff for COTS or custom software and/or service purchases including requirements, license review and sizing required licenses to meet all business and technical requirements of the nBOS Project.
- The Department acquired services for a customer website and mobile application services specialists known as the customer engagement platform. The customer engagement platform service provider will provide design, integration, and maintenance and support of its digital customer engagement platform. The customer engagement platform includes, but is not limited to, the customer website, mobile applications, a portal for our SunPass kiosks and supports other customer contact channels. The customer engagement platform developer will also develop and implement new future or emerging customer contact channels through the Term of the Contract.
- The Department anticipates using the existing State of Florida payment card processor provided by the Department of Financial Services for primary payment card processing for the nBOS Project. The Department will consider additional payment options that increase revenue efficiencies, provide customers with more options, and meet its requirements. The Vendor shall update its Standard Operating Procedures to gain these efficiencies.
- The Vendor shall coordinate with the third-party collection agencies to review and update accounts from money collected from debtors. The Department envisions that the third-party collection agencies will have direct access to the toll collection system to obtain current balances owed by customers and to accept customer payments process customer payments and update account notes.

- The Department anticipates having advisors for business, technical, financial, and commercial services review all elements of the project periodically. The Vendor shall fully cooperate with meetings and provide information needed by the advisors.
- The Department has existing staff augmentation and general services contracts that provide support of the existing Toll Collection System. The Vendor shall coordinate any existing system transition activities with these contractors' personnel and the Department. The Department anticipates providing a services-based system integrator who will lead technical elements of the nBOS Project including technical architecture development, testing and integration to the COTS products including system interfaces.

7.5 Project Management Plan

The Vendor shall, within thirty (30) calendar days of issuance of NTP for Phase 1, submit to the Department for its review and approval a project management plan ("Project Management Plan") detailing the Vendor's approach to implementing and managing this project. The Project Management Plan shall include, without limitation, details describing:

- The Vendor's approach to project planning and project management for all phases of services described in this Contract.
- The Vendor's organizational structure, including an organizational chart identifying the individuals to serve in Key Personnel positions (including the roles/responsibilities and contact information for each individual).
- The Vendor's approach to communication, escalation, and resolution of project matters.
- The Vendor's approach to risk management and quality control.
- The Vendor's approach to document control.

The Project Management Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor. The Project Management 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 Project Schedule.

7.6 Project Schedule

The Vendor shall submit, as part of its Proposal, a project schedule ("Project Schedule") detailing the milestone tasks, activities, and deliverables described in this Contract and the intended start and completion date for each such milestone task, activity, and deliverable. The Project Schedule shall be continuously maintained by the Vendor throughout the duration of this Contract. The Project Schedule, and any changes thereto, must be approved by the Department prior to implementation by the Vendor.

7.7 Staffing Plan

The Vendor shall submit as part of its Technical Proposal a comprehensive staffing plan detailing the number of full-time, part-time, subcontracted, seasonal, on-site, and off-site personnel required to successfully meet the requirements of this contract ("Staffing Plan"). The Staffing Plan shall describe the minimum staff required and any fluctuations to address reasonable adjustments to operate the CSC. The Vendor shall provide an updated Staffing Plan no later than one hundred eighty (180) calendar days after NTP of Phase 1 and at least annually throughout the Term of the

Contract. The Staffing Plan shall include initial staffing levels and planned future staffing increases or reductions as needed during the Term of the Contract. The Staffing Plan shall be continuously maintained with projections of future staffing needs throughout the Term of the Contract. The Staffing Plan shall also detail, among other things, the activities and responsibilities of each proposed staff member, how the Vendor will manage and cover staff absences with appropriate replacement staff, staff general appearance and conduct, staff benefits and competitive compensation, staff background investigations, and staff recruitment. The Vendor shall describe approach to management of the workforce, including sample weekly staffing schedules. The Staffing Plan shall include a high ratio of fulltime positions to overall employment in a way that still meets the Contract requirements. The Staffing Plan shall also address all requirements for Key Personnel as defined in Section 8 of this Exhibit A.

The Department desires that Vendors propose remote workforce operations to 1) reduce its operations costs 2) provide a distributed workforce that can respond to changing call center needs, 3) increase operations hours to serve customers, 4) reduce time to respond to customer inquiries and 5) provide higher first contact resolution for customer inquiries. The Department desires that proposers include a remote workforce operation to compliment the use of the Vendor provided Primary CSC and Boca CSC. Remote workforce operations may include distributed call centers provided by the Vendor or work from home options as long as all requirements including data security and customer privacy are met at all times through the Term of the Contract. The Vendor shall describe how its remote workforce will be managed, allocated, recruited and trained in the Staffing Plan.

The Staffing Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor. All Vendor requests to add proposed Key Personnel must include a description of the proposed staff member's expected duties, as well as the proposed staff member's current resume, and copies of any applicable licenses. The Staffing Plan shall be designed to cover the CSC's volume in such a manner as to meet the Department's sales, cost, and quality performance standards.

7.7.1 General Appearance and Conduct

All Vendor staff shall exercise good judgment and conduct themselves in such a manner that will reflect favorably upon the Department when performing services under this Contract. All staff shall wear a Department approved photo identification badge at all times while within the CSC Facilities. The Department shall have the right to request the removal of any member of the Vendor's staff from this Contract who fails to perform his/her duties to the satisfaction of the Department, engages in any conduct detrimental to the Department, or engages in conduct detrimental to the health, safety, or welfare of the CSC Facilities, its users or visitors. No personnel shall use, consume or possess alcoholic beverages, smoke, vape, and any other illegal drugs while providing services under this Contract. All indoor portions of the CSC Facilities shall be smoke free and vape free at all times.

Vendor staff shall record their shift starting and ending times, meal breaks, and shift breaks in a format as provided and maintained by the Vendor. Vendor shall also provide time and attendance monitoring systems for the remote workforce operations (if applicable). The Vendor shall provide time records to the Department upon request. The Department will approve the format used for

time reporting. Vendor staff working at Department owned locations will be required to record their shift starting and ending times and meal breaks by a system approved by the Department and supplied by the Vendor. All daily, weekly, and monthly payroll processing including, but not limited to verification of employee's hours will be completed by the Vendor.

7.7.2 Staff Benefits

The Department desires to maintain an experienced workforce through the retention of quality employees and programs that reduce unnecessary turnover and training costs. In order to meet the Department's goals, the Vendor shall provide a staff benefits program for the Vendor's employees that, at a minimum includes the following:

- Group medical coverage: This medical coverage must allow for, at a minimum, single, and family coverage.
- Paid vacations for both full time and part-time employees. Full time employees are defined as employees whose position requires them to work a minimum of thirty-two (32) hours per week. Part time employees are defined as employees whose position requires them to work a minimum of twenty (20) hours per week. Employees classified as part-time earn at least half of the amount provided to full time employees.
- Paid sick leave for both full and part time employees. Employees classified as part-time earn at least half of the amount provided to full time employees.
- Paid leave for State observed holidays for both full and part time employees.

The Department requires that the Vendor define in its technical proposal an attractive benefit package that is aimed at retention of staff as well as defining the individual's out of pocket expense for group medical coverage including but not limited to dental, life and short-term disability. The Vendor shall maintain the same or better benefits package as the one proposed in their Technical Proposal throughout the Term of the Contract.

The Vendor shall provide bilingual staff (English and Spanish) as appropriate to meet the need of customer demand during all business hours. Contract employees designated as bilingual shall be proficient in speaking and writing the specified foreign language.

7.7.3 Staff Background Checks and Recruitment

The Vendor shall establish and maintain a screening process for all potential candidates that may be assigned to 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 national background investigation (prior to hiring and annually thereafter) to exclude individuals with any felony or misdemeanor convictions involving crimes of dishonesty or moral turpitude (including, without limitation, computer-related or information technology crimes, fraudulent practices, false pretenses, credit card crimes, forgery, and crimes involving checks and/or drafts), and any individuals who have pled nolo contendere or no contest to any disqualifying offense. All prospective Vendor staff members for any position requiring access to, or control over, sensitive information (including, without limitation, customer data and payment card information) shall pass additional screening procedures, including any screening required under the PCI DSS. Additional screening is also required for any current Vendor staff member prior to promotion or transfer to job roles with increased access to sensitive information. The Vendor must obtain the Department's approval of its screening procedure prior to implementation. The Vendor shall also establish and

maintain a personnel file for each Vendor staff member assigned to this Contract, and such file shall include, at a minimum, a copy of the staff member's completed employment application and a copy of the completed background investigation described above. The Department shall have the right to review at any time the personnel file for any staff member assigned to this Contract.

If the Department requests an employee's removal from this project, this is not a request for their termination. Under no circumstances will the Vendor or its representatives inform the staff member that he or she is being terminated by the Department or any representative of the Department. The Vendor will take full responsibility for termination of a Vendor staff member.

The Vendor shall be responsible for all matters pertaining to the employment, scheduling, benefits, compensation (i.e. wages, salary, unemployment, worker's compensation, etc.), payroll administration, discipline, discharge, and similar matters of personnel such as, but not limited to; mandatory sexual harassment training, etc. provided under this Contract. The Vendor shall be an independent contractor of the Department in performance of its duties herein. The Vendor's staff performing services under the Contract shall at all times be under the Vendor's exclusive direction and control and shall be employees of the Vendor and not of the Department.

7.7.4 Retention and Pay for Performance Programs

The Vendor shall implement a Vendor staff retention program to maintain a well-trained, experienced workforce capable of performing all services in accordance with the requirements set forth in this Contract. As such the Vendor shall maintain a well-trained staff through the use of, at a minimum, Vendor personnel career paths, training programs designed for personal growth, and monthly Vendor staff performance reviews. Additional methods for the retention of staff may be utilized by the Vendor. All retention methods must be tracked and reported to the Department. The Vendor shall develop, implement, and maintain a pay for performance program ("Pay for Performance Program") under which Vendor staff (excluding Key Personnel) will receive additional compensation and/or benefits for providing a premium level of customer service under this Contract. The Pay for Performance Program is intended to incentivize CSR's to provide quality work product and a high level of customer service. The Pay for Performance Program shall have a minimum of two types of performance recognition: attendance and quality of work. The Vendor may modify the Pay for Performance Program guidelines and group or individual position participation throughout the Term of the Contract. Any modification must be submitted for review and approval by the Department prior to implementation. The Vendor shall, on a monthly basis, submit to the Department documentation that details all Vendor staff recognized under the Pay for Performance Program in the previous month (including the manner in which each Vendor staff member was recognized and the benefit amount received by each staff member), and otherwise demonstrates, to the Department's satisfaction, the Vendor's adherence to its Pay for Performance Program. All costs associated with the Pay for Performance Program shall be part of the Vendor's overhead and not as a separate billable item to the Department. The Vendor shall describe its staff retention program and Pay for Performance Program in the Staffing Plan.

7.7.5 CSR Incentive Program

The Vendor shall implement an incentive program for its employees assigned to this Contract. The Vendor shall submit an CSC Incentive Program (known as "Incentive Program") as part of the Staffing Plan for the Department review and approval. The Incentive Program shall provide criteria

and award rules to incentive employees during the Term of the Contract. Any changes to the Incentive Program shall be submitted to the Department prior to the implementation at any time during the duration of the Contract. The Vendor shall provide to the Department, monthly, a list of the contracted personnel who received incentives and a description of the incentive received. Incentive funding shall be a part of the Vendor's overhead and not as a billable item to the Department. The Incentive Program will be evaluated by the Department as part of the Semi-Annual Evaluations.

7.8 Business Continuity of Operations and Services

The Vendor shall, within one-hundred eighty (180) calendar days of issuance of NTP for Phase 1, submit to the Department for its review and approval a business continuity plan ("Business Continuity Plan") detailing the Vendor's approach to sustain operations in the event of a man-made disaster, natural disaster, pandemic, or other emergency. The Business Continuity Plan shall, at a minimum, include the following:

- Detailed organizational structure identifying the business continuity team roles, responsibilities, and contact information.
- Procedures detailing steps needed to fully implement and sustain CSC operations.
- Procedures detailing steps to be taken to transition from the Secondary CSC and remote workforce back to normal operations.
- "Approach to Event," including preparation and testing of CSC Business Continuity Plan.
- Communication strategy during the outage and recovery of any outages.
- Back-up and data management procedures with frequency of activities.
- Secondary CSC site details, including property agreements, current conditions, and current use.
- Disaster recovery plan and procedures, including expected downtimes (if any), recovery time, and restoration plan focusing on maintaining data integrity and availability throughout the duration of a disaster or other emergency event, incident reports after any major incident. The reports shall define root cause of the incident, steps taken to prevent it from happening again and action plan to resolve no later than 72 hours from the end of the event.
- Contingency plan during a CSC and Toll Collection System downtime (example: action plan while CSC is down not being able to take calls).
- If the Vendor proposes 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; how SLAs will be maintained; and how transition back and return to normal operations will occur.

The Business Continuity plan shall be developed to allow for the following maximum recovery times by functional area per incident is:

- CSC shall be functional in less than or equal to 24 hours.
- Payment processing shall be operational in less than or equal to 24 hours.
- Walk-In Center Staffing shall be operational in less than or equal to 72 hours.
- Transponder activation and distribution shall be operational in less than or equal to 24 hours.

- Manual Image Review shall be operational in less than or equal to 48 hours.
- All CSC reports shall be available to the Department in electronic form in less than or equal to 72 hours.
- Financial exceptions process tasks shall be completed in less than or equal to 48 hours.

The Vendor shall coordinate a yearly exercise involving Department personnel where Vendor assesses current business continuity capabilities and provides the Department with a risk assessment, gap analysis and action plans derived from such exercises. The exercise is a procedural and practical review of the Business Continuity Plan. The Department will review the exercise to evaluate its completeness and the Vendors readiness for each scenario. 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.

7.9 Transition Plan

The Vendor shall, within one-hundred eighty (180) calendar days of issuance of NTP for Phase 1, submit to the Department for its review and approval a Transition Plan (known as the "Transition Plan") detailing the Vendor's approach to transition of operations from Phase 1, to Phase 2 and Phase 3 under this Contract, as well as the Vendor's approach to support the Department with upgrades, modifications, and any other changes to the Toll Collection System throughout the Term of the Contract. The Transition Plan shall be updated as required by the Vendor or the Department and at a minimum quarterly update shall be submitted to the Department for review and approval. The Department understands and anticipates that details for Phase 2 and Phase 3 Transitions will be added through subsequent updates to the initial Transition Plan.

The Transition Plan shall address the transition to Phase 2, to Phase 3 and any Toll Collection System upgrades or subsequent upgrades required by the Department throughout the Term of Contract. The Vendor shall provide for an uninterrupted transition of Customer Service Operations. This includes training, as well as the identification and, the transfer of any existing service contracts and agreements that may be applicable. Training shall be provided by the Vendor and shall include all instructors, literature, training aids, and equipment necessary to train personnel. The plan shall include interviewing current contract employees who desire to be employed by the Vendor. The Vendor shall develop, submit, and obtain approval for Vendor Customer Service Operations, and nBOS CBO Transition, and operational readiness demonstration criteria to be included in the Transition Plan. The Customer Service Operations and nBOS CBO Transition criteria and operations readiness demonstration shall demonstrate the Vendor's readiness for both the Customer Service Operations dates and nBOS CBO Transition dates. The Vendor shall list all tasks provided by the Vendor and those tasks required by others to reach Customer Service Operations and the nBOS CBO Transition. The Vendor's Transition Plan shall clearly articulate all tasks to Customer Service Operations and nBOS CBO Transition and allow the Department to independently verify the Vendor's operational readiness for Customer Service Operations and nBOS CBO Transition from other contractors.

The Vendor shall consider retention of current employees working within the current CSC Facilities, if the current employee meets the Vendor's hiring requirements or hiring needs. Vendor shall offer equivalent compensation package to the current contract employees.

The Transition Plan shall address transition at the end of the term of the Contract if the Vendor is not reselected. End of contract transition shall include detailed plans and schedule, staffing and training requirements, asset transfer requirements, and other information as may be requested by the Department to complete the efficient transition of services to a successor.

During the term of this Contract, the Vendor shall be fully responsible for implementing the Transition Plan within sixty (60) calendar days of written notification by the Department.

7.10 CAST Services

The Vendor shall provide a Commercial Account Support Team (CAST) who shall be dedicated to servicing SunPass® and TOLL-BY-PLATE® commercial accounts. CAST responsibilities include, but are not limited to:

- Proactive management of commercial accounts to include direct calls to CSR's.
- Review of tolling activity occurring in assigned accounts.
- Resolution of issues to include adding new plates, transponder sales, and tag swaps.
- Management of potential escalations.

The CAST shall use daily system reports such as account balance(s), plates added, accounts created under multiple alternative ROV addresses and other key fields to facilitate monitoring of designated accounts. Non-payment shall be escalated to the Department. Alerts will be provided to the Department staff when account reaches specific thresholds by the Department to enable proactive management.

If an account has a negative balance, the CAST member will contact the CAST account representative and attempt to resolve the outstanding balance on the account. If a report yields postpaid accounts created under a vehicle, the CAST will attempt to contact the CAST account representative to gain resolution. The number of postpaid accounts that meet these criteria will be defined in the standard operating procedures and updated periodically by the Department.

On a monthly basis, a member of the CAST will meet with the Department designated staff to review all accounts listed as CAST accounts, and to determine if the CAST account designation should still exist. The Department will make the final determination as to whether the CAST account designation should be removed from an account.

In addition to the monthly review, a query will be run by the Department that lists the following accounts:

- 50 top commercial accounts in terms of highest revenue.
- 50 top commercial accounts in terms of active transponders.
- 50 top commercial accounts in terms of number of license plates.

Some accounts may be included in 1 or more of the aforementioned queries. If an account falls into one or more of the queries, more than 50 accounts may be identified as a candidate for review. The CAST team will validate whether all of the accounts listed are designated as CAST.

Accounts not listed as CAST, will be escalated to the Department for further investigation and to determine whether the account must be designated as CAST.

7.11 Training

The Vendor and its staff shall have a clear understanding of the SunPass program, Toll-By-Plate program, Toll Collection System Business Rules, policies and procedures, and system functionality, and possess the skills to successfully manage customer interactions to provide a premium level of customer service.

The Vendor shall, within one-hundred eighty (180) calendar days of issuance of NTP for Phase 1, submit to the Department for its review and approval a training plan ("Training Plan") detailing the Vendor's approach to providing ongoing and comprehensive training to its staff throughout the duration of this Contract. The Training Plan shall include, without limitation, details describing:

- Staff onboarding and orientation.
- Training on the SunPass® program and Toll-By-Plate program, and the navigation and functionality of the account management system.
- Training to ensure compliance with all applicable policies, procedures (including Standard Operating Procedures) and Toll Collection System Business Rules.
- Training techniques.
- Training delivery schedule.
- Name, description, and purpose of each training class.
- Instructor qualification requirements.
- Minimum qualifications for staff to attend the class.
- Refresher training and continued education.
- Remote workforce operations (if applicable) training and CSR quality.
- Coaching and development feedback sessions.
- Course evaluations.
- Bilingual training module.
- Tests on knowledge of the navigation and functionality of Account management system, Telephone systems and self-service systems (e.g. website, IVR, mobile app, webchat).
- Customer service skills.
- New hire transition team.
- Side by side observations.
- Program and feature enhancements and updates.
- Continued education.
- Professional development plan.
- Annual security awareness training.

The Training Plan shall be maintained by the Vendor digitally in a printable format acceptable to the Department throughout the duration of this Contract. The Training Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor. The Training

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.

The Vendor shall also provide a training and learning management system to track, in real time, staff training completion levels. In addition to tracking the completion of training by staff, the training and learning management system must include reporting functionality that supports the generation of reports detailing staff training progress, configurable by date, time, position classification, and CSC facility. Such reports shall be in a format approved by the Department. The Department shall, at no cost to the Department, have the right to access and use such reports at all times throughout the duration of this Contract.

7.12 Quality Assurance

It is the Department's goal to provide every customer with easy access to prompt and reliable information and resolution of service issues by highly trained and courteous staff. The Vendor shall submit, as part of its Proposal, a quality assurance plan ("Quality Plan") describing the Vendor's approach to quality assurance, including, without limitation, details describing the Vendor's approach to systematically evaluating the quality of and adherence to service delivery standards, processes, and procedures. The Quality Plan shall also address initial and ongoing monitoring of all operations staff including remote workforce staff. The Vendor shall address continuous monitoring and security of any remote workforce operations (if applicable) throughout the entire Term of the Contract. The Vendor shall update and resubmit its Quality Plan no later than thirty (30) calendar days of issuance of NTP for Phase 1, and on at least an annual basis (or such other frequency as determined necessary by the Department) thereafter. The Quality Plan, and any changes thereto, must be approved by the Department prior to implementation by the Vendor.

7.13 Standard Operating Procedures

The Vendor shall, within one-hundred eighty (180) calendar days of issuance of NTP for Phase 1, submit to the Department for its review and approval operations plans and standard operating procedures (collectively, "Standard Operating Procedures") describing the step-by-step procedures for every task the Vendor performs in providing the services required under this Contract. The Standard Operating Procedures shall include, without limitation, the following information:

- Detailed narratives and process flow diagrams providing step-by-step procedures for each operational task performed at the CSC Facilities or by remote workforce operations (if applicable).
- Details of both manual and system-aided steps and procedures.
- Operating policies.
- Escalation policies for staff at the CSC Facilities and for remote workforce operations (if applicable).
- All required daily responsibilities and periodic tasks.
- A cross-referenced table identifying the relationships between the specific procedures and the Toll Collection System Business Rules. The cross-referenced table shall be updated as Standard Operating Procedures or business rules change.

- The Vendor's staff names and titles and the Department titles.

The Standard Operating Procedures shall be maintained by the Vendor digitally in a printable format acceptable to the Department throughout the duration of this Contract. The Standard Operating Procedures, and any changes thereto, must be approved by the Department prior to implementation by the Vendor. The Standard Operating Procedures 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.

8 STAFFING

8.1 Vendor Key Personnel

The Vendor shall provide, as part of its Proposal, an organizational chart identifying the individuals to serve in Key Personnel positions (including the telephone number and email address for each individual) as described under this Contract and in the approved Project Management Plan. All Key Personnel shall be full-time employees of the Vendor solely dedicated to this Contract. The Department requires the ability to contact Key Personnel or Vendor designated backup twenty-four (24) hours per day, seven (7) days per week (including weekends and holidays). 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.

8.2 Key Personnel Roles and Responsibilities, and Minimum Experience

The Vendor's Contract Manager shall be responsible for the overall conduct, oversight and performance of the program, executing the planning of operations with the Vendor's Operations Manager, and be the primary point of contact for the Department and the point of contact for any escalated program issues that cannot be resolved by the Vendor's Operations Manager. The Vendor's Contract Manager shall have a minimum of seven years of experience in the toll or revenue collection industry or similar industry, with high-volume transactional operations, as well as a minimum of five years of experience of senior management responsibility for major projects, with at least one project of five million dollars or more in annual value. The Vendor's Contract Manager shall be available at the Boca CSC at least 50% of business hours (approximately 1040 hours throughout the year) during Phase 1.

The Vendor's Operations Manager shall be responsible for the overall execution and delivery of the CSC operation, providing oversight and management of all CSC groups and for the day-to-day operations, ensuring a high level of customer service and quality; ensures adherence to standard operating procedures, including reconciliation of adjustments processed, and providing support to internal (Department) and external audit teams and be the primary point of contact for the Department when the Vendor's Contract Manager is not available. The Vendor's Operations Manager shall have a minimum of five years of experience in customer service, account management and payment processing in tolling back office customer service operations, or in a similar industry, and a minimum of three years of experience as an operations manager on projects of a comparable scope. The Vendor's Operations Manager shall be available Boca CSC at least 50% of business hours (approximately 1040 hours throughout the year) during Phase 1.

The Human Resources Manager shall be responsible for all CSC operations personnel and staffing, and for recruiting, screening, and hiring staff for employment under this Contract. The Human Resources Manager shall have a minimum of five years of experience in human resources management and have a minimum of two years of experience in human resources management of projects of a comparable scope in CSC development and operations. The Human Resources Manager shall be available at the Boca CSC at least 25% of business hours (approximately 520 hours throughout the year) during Phase 1.

The Quality Manager shall be responsible for ensuring compliance with the Contract Scope of Services, and for overseeing the CSC's performance against quality program goals, objectives, and performance metrics; assuring consistent quality throughout Phase 2 and 3 of the CSC through quality assurance and quality control practices. The Quality Manager shall have proven experience with process improvement methodologies, such as Six Sigma, Kaizen or Lean. The Quality Manager shall have a minimum of five years of experience in quality assurance and quality control in a CSC environment with back office financial transaction operations comparable in scope. The Quality Manager shall be available at least 25% of business hours (approximately 520 hours throughout the year) during Phase 1.

The Training Manager shall be responsible for planning, developing, delivering and evaluating all new hire and refresher CSC training programs and materials according to the Business Rules (Reference Document) as may be amended from time to time, and other requirements throughout the Term of the Contract. The Training Manager shall also be responsible for all remote workforce (if applicable) operations performed by the Vendor. The Training Manager shall also be responsible for identifying and responding to training needs as they arise to enhance the CSC operations including all ongoing training for onsite or remote workforce operations (if applicable). The Training Manager shall have a minimum of five years of experience in training customer service representatives in a large volume financial transaction and contact center environment, a minimum of five years demonstrated training management experience planning, developing, delivering, and updating training curricula, and providing new-hire and refresher training. The Training Manager shall be available at least 50% of business hours (approximately 1040 hours throughout the year) during Phase 1.

The Transition Project Manager shall be responsible for all day-to-day operations transition work, the overall implementation of the Contract and the day-to-day Vendor contact person for Phase 1. The Transition Project Manager shall have a minimum of five years of experience in customer service, account management and payment processing in toll systems back-office operations, or in a similar industry, and shall have managed the successful transition to a new CSC for at least one project of a comparable size and scope. The Transition Project Manager shall possess a Project Management Professional certification from Project Management Institute or have equivalent experience. The Transition Project Manager shall be available at least 50% of business hours (approximately 1040 hours throughout the year) during Phase 1.

8.3 Additional Personnel, Services, and Support

The Vendor shall provide additional personnel for the CSC Facilities, as well as business and quality analysts, for financial exception operations.

The Vendor shall:

- Provide and be responsible for operations-related services for CSC Facilities. These services include, but are not limited to, internet, phone, data transport, other networking services needed to support CSC technology, furniture, equipment, and supplies. All structural changes or modifications to the physical building structure must be approved and completed by the Department.
- Install, configure, manage, and support all networking from and through the Department-provided low voltage network wiring to Vendor provided CSC technology, hardware, and software including the equipment designated to be provided by the Department in this Scope of Services.
- Provide and utilize services and equipment to serve hearing impaired customers in accordance with applicable federal and state rules and regulations. The Vendor shall provide appropriate training to front line staff to politely assist customers who may be deaf, hard of hearing, deaf/blind, or speech impaired.
- Vendor provided Facilities will conform to the Americans with Disabilities Act (ADA).
- Vendor Staff shall adhere to the Vendor's dress code policy (as reviewed and approved by the Department) at all times and provide accurate, professional, efficient and courteous service at all facilities. Uniforms shall be required for customer facing employees (Walk-In Centers/Welcomes Center/Outreach Events).
- All facilities shall ensure proper display of appropriate materials and signage provided by the Department at all locations and be kept clean and professionally maintained.
- Provide physical security and safety at the Primary and Secondary CSC for all personnel, property, assets, equipment, data, and funds at all times at the Primary and Secondary CSC. The Vendor shall use access controls by each facility, data access controls, safes and vaults, data security, inventory security and software security to physically secure the CSCs.
- The Vendor shall provide bilingual staff (English and Spanish) as appropriate to meet the need of customer demand during all business hours at least one of the open CSC's.
- Facilitate and allow Department staff full access to the Primary and Secondary CSC and operation for quality assurance, internal audit, observation, and monitoring throughout the Term of the Contract.
- Provide a trained support team designated to manage large accounts personally and proactively, hereinafter referred to as the Commercial Account Support Team (CAST) for large accounts in the Toll Collection System.

8.4 Customer Service Center (CSC)

The Vendor shall operate the Primary CSC, Boca CSC, and Secondary CSC(s) such that customers shall not hear crosstalk when contacting the CSC by phone. Crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel causing customers to hear agents or other undesired noises while talking to the CSR.

8.5 Department provided Walk-In Centers

The Vendor is responsible for providing all staffing required to securely collect and process payments, including cash, check and all payment cards, at all Walk-In Centers. The Vendor is responsible for providing minimum staffing levels as indicated for each facility described in

"Exhibit D"- Department Owned Facilities. The Vendor shall provide all customer service functions including transponder fulfillment, refunds and managing all customer inquiries and transfer of funds via armored car services at the Walk-in Center locations. The Department reserves its right to increase, decrease, and modify the locations, number of Walk-In Centers, Hours of operations throughout the Term of the Contract.

8.6 Department Welcome Centers

The Vendor is responsible for providing staffing at the I-95, I-75, and I-10 Welcome Center locations as further described in Exhibit D to this Contract. The Vendor shall provide assistance to visitors with purchasing transponders, activation of transponders and setting up SunPass accounts through kiosks and vending machines, as well as provide roadway facility information at the Department Welcome Centers. The Department reserves its right to increase, decrease, and modify the locations, number of Welcome Centers, Hours of operations throughout the Term of the Contract.

8.7 Financial exceptions processing roles and responsibilities

The Vendor is responsible for financial exception processing including account and transaction adjustments, refunds, payment reversals, interoperable agency adjustments and account credits known as "Adjustments" herein. The Vendor is responsible for processing account Adjustments in accordance with Department approved standard operating procedures, including obtaining appropriate Department authority and reconciliation of adjustments processed. The Vendor shall provide backup documentation as required by the standard operating procedures, as well as provide support to internal (Department) and external auditors.

9 EQUIPMENT AND MATERIALS

9.1 Department provided equipment and materials

Unless otherwise provided for in this Contract, all land, buildings, equipment, materials, and improvements provided by the Department in connection with this Contract are provided by the Department and accepted by the Vendor "AS IS, WHERE IS" with no implied or express warranty of any nature, including, but not limited to, any implied warranty of merchantability, noninfringement or fitness for a particular purpose. The Department will provide computers, tablets, laptops, and related equipment for the Vendor to utilize in performing services under this Contract at the Boca CSC, Walk in Centers and Welcome Centers only. The Department will furnish and install the local area PC and network equipment at the Boca CSC, Walk-In Centers and Welcome Centers only. The Department will make all external communications provisions required for high-speed data connections to the Boca CSC, Walk-In Centers and Welcome Centers only. For any Department provided computers and hardware procured, furnished, and installed under this Contract will have the most current and up-to-date virus, firewall and spam protection and other security software that prevent virus attacks and unauthorized access.

As one of the Reference Documents, the Department will provide the most recent annual equipment inventory for equipment located at the current Boca CSC, Walk-In Centers and Welcome Centers only. After Contract execution, the Department will provide the Vendor periodic updates to this inventory listing as equipment is lifecycle replaced and sixty (60) calendar days prior to the end of Phase 1. The Vendor will have the right to utilize this inventory for its

operations at the Boca CSC, Walk-In Centers and Welcome Centers only. Title to all equipment and materials provided by the Department shall be held by and remain vested in the Department. During the collaboration and creation of the new standard operating procedures, the Vendor and Department will develop procedures for how to communicate a service issue, how to document that issue, and other functions related to IT Support.

The Vendor shall be responsible for ensuring that the Department has, at all times throughout the duration of this Contract, unrestricted access to all equipment and any other materials provided by the Department to the Vendor for the Vendor's use under this Contract.

9.2 Vendor equipment and materials

Except as otherwise expressly stated in Section 9.1, the Vendor shall be responsible for providing all equipment, materials, supplies, furnish and install the local area PC and network equipment, to support CSR telephony operations and any other item(s) necessary to operate the CSC Facilities in accordance with the terms of this Contract and as may be required under applicable law, rule, and/or regulation. The Vendor shall submit with its Technical Proposal a list of materials the Vendor will provide under this Contract, which shall include, but not be limited to, the following:

- All business and office supplies needed for Vendor staff to successfully perform all work and services required under this Contract.
- User management and control systems for access and provisioning to system.
- Communications and electronics testing equipment and tools.
- Provisions for customer support and technology interfaces
- Additional hardware and software required to operate the telephony system and desk top telephone equipment by the CSR.
- All other technology related equipment required to support day to day operations including, but not limited to phones, copiers, shredders, video conference system, postage machine, scanners, RFID scanners and TTY equipment.
- Any other equipment and/or materials needed to successfully operate the facilities not otherwise provided by the Department.
- Breakroom equipment such as refrigerators, microwaves, vending machines, tables, chairs, televisions.
- All remote monitoring software and quality control software for remote workforce solutions including chat or collaboration tools.
- Provide all equipment to meet all requirements for network connectivity for remote workforce operations (if applicable) throughout the Term of the Contract.
- The Vendor shall provide at the Primary and Vendor provided Secondary CSC's video and teleconference communications, and on-line collaboration tools. All costs shall be reflected as the Fixed Cost Price as defined in "Exhibit B" – Method of Compensation.

The Vendor shall, for each item included in its list of materials, include a brief description of the item, the price of the item, the time when the item will be furnished and/or installed at the CSC Facilities. All equipment and materials provided by the Vendor shall be new. Any modification to the equipment and materials list provided by the Vendor must be approved by the Department prior to any such modification by the Vendor. All equipment and materials included in the Vendor's list of materials shall be provided by the Vendor at its sole cost and expense, and without

reimbursement therefore by the Department. The Vendor shall ensure the maintenance of all Vendor contributions throughout the Term of the Contract.

In support of the State of Florida's Cloud First initiative, the Vendor may propose cloud-based solutions where applicable. All cloud-based solutions shall meet Department security requirements including current PCI DSS standards. The technology shall be scalable to meet the anticipated/forecasted volumes of inbound and outbound customer contacts to/from the CSC Facilities or alternative locations as approved by Department. The technology shall be reliable and meet all SLA's as defined in Section 12.2. All technology purchases for this scope of services shall require the Department review prior to purchasing.

The Vendor shall be responsible for providing the necessary support services for all the vendor provided equipment as described in this section, 9.2 and section 9.3 below. Costs shall be included under "IT Maintenance" as fixed costs in the price proposal.

9.3 IVR and IR Telephony and Self-Service Payment System Requirements

The Vendor shall provide a modern IVR and Interactive Routing (IR) system to facilitate self-service call segmentation and routing to enable callers to make choices using spoken or typed commands on the telephone keypad. The Vendor will provide with their Technical Proposal a proposed IVR and IR system and include a separate line item for the product procurement in their Price Proposal. The proposed IVR and IR System shall be a cloud-based solution, allowing for flexibility to work remotely and scalability to increase as the need arises. The Vendor shall fully cooperate with the Department in the configuration and use of the IVR and IR to meet all Performance Measures, including ensuring reporting compatibility between Vendor and IVR and IR systems.

The Vendor shall utilize an IVR and IR system to perform call center functions that meets the following requirements:

- Route, queue, record and answer all contacts.
- Monitor contacts in real-time.
- IVR and IR system shall be compliant with current PCI DSS security standards.
- IVR call flow and IR queue designs shall be designed in partnership with the Department. The Department shall have final approval over designs. Vendor shall maintain documentation of all approved call flows (in both English and Spanish) and IR System design making them available to the Department at all times throughout the Term of the Contract.
- Use playback of recorded call audio and chat transcripts for auditing, staff counseling and training purposes. Call recordings and chat transcripts shall be retained for no less than six months.
- IVR and IR system shall be properly dimensioned to provide sufficient channels to accept and manage all incoming contacts with consistent quality of service. IVR and IR System should provide for quick scaling in the event more paths are needed.
- IVR and IR system shall have full redundancy. Cloud based solutions shall be physically distributed and have fully redundant measures to eliminate single points of failure.
- IVR shall have a separate quality assurance/testing environment available to the Department. This separate environment shall be used for troubleshooting purposes. The

IVR shall, at minimum, retain all legacy functionality (ex. Account payments, invoice resolution, purchasing transponders, etc.). Vendor shall propose additional opportunities to add to IVR functionality, where identified.

- The IVR and IR shall utilize professional, clear, and consistent voice talent throughout the system in both English and Spanish. Recording turnaround time shall be less than 48 hours and there shall be no minimum required by the Department to record. In the event the Vendor is unable to meet this requirement, the Department may agree to procure Voice Talent separately and provide prompts to the Vendor. Vendor shall supply pricing options for whether voice talent is procured through Vendor or by the Department separately.
- The IVR shall include a customer satisfaction survey with results available via report for the Department.

9.3.1 IVR Automated Phone System

- IVR shall be fully integrated into the Department's back office system to retrieve, manage, and update customer account information via the automated system.
- The IVR shall provide call flows in English and Spanish, each offering identical functionality.
- The IVR shall accept directed natural speech and typed (DTMF) inputs from the caller in both English and Spanish call flows.
- In the event speech service is unavailable, IVR shall have the ability to default to DTMF only call flow.
- IVR shall accept customer payments via payment cards and Automated Clearing House (ACH).
- IVR shall have fail-safes in place that prevent duplicate transactions or falsely stating results of customer request as a result of delays in system communication.
- IVR shall have the ability in both English and Spanish to provide dynamic prompts utilizing Department approved professional voice talent for items such as currencies, license plate numbers, states, dates, invoice numbers, etc.
- IVR shall provide text to speech dynamic prompts, such as names and addresses, to be played for the customer.
- IVR shall utilize Automatic Number Identification (ANI) recognition to identify customers and streamline login.
- IVR shall utilize flags and thresholds on the customer's account to proactively notify customers of items requiring their attention.
- Provide virtual queuing call back and place the customer on hold until the next CSR is available. Customer may either choose to be called back in their current place in queue or schedule a callback for a later time during business hours.
- Playing pre-recorded announcements and information about Florida's Turnpike and customer account services, as well as a selection of contemporary music, when customers are waiting in queue for a CSR or on hold. All music selections shall be approved in advance by the Department. The Department shall add, delete, and modify announcements, information, and music at any time at no cost to the Department.
- Intelligent reconnect to route customers who have been disconnected directly to the CSR who fielded their initial call, allowing callers to skip the IVR and have a direct reconnection.

- IVR shall have no more than three tier menus unless agreed to by the Department.
- IVR call flow navigation options shall be dynamically built based on customer account status. Options available to the customer shall be specific to their account. For example, a caller on Easy Pay shall not be offered the option to setup Easy Pay.
- IVR shall have maintenance and emergency modes similar to the following:
 - Planned maintenance: For planned back-end work. Caller may navigate menus not requiring database lookups and may transfer to a CSR during normal business hours. Caller is informed of expected end-time of maintenance window.
 - Unplanned maintenance: For unplanned events where back-end is unavailable. Caller may navigate menus not requiring database lookups and may transfer to a CSR during normal business hours.
 - Emergency Mode: For when call centers are unavailable due to an unforeseen event (ex. Hurricane). Caller may navigate full IVR functionality but may not transfer to a CSR. Unique prompt shall be played to call upon transfer request during this mode.
 - Holidays: For planned holiday closures of the call centers. Caller may navigate full IVR functionality but may not transfer to a CSR. Unique prompt shall be played to call upon transfer request during this mode.
 - Informative Message: When special announcements are necessary. IVR shall provide ability to quickly activate a prompt in either the beginning of the call flow or upon transferring to a CSR. Call will continue as normal after prompt.
 - Monthly forecast report and forecast vs actual report.

9.3.2 IVR Reporting

- The Vendor shall provide the Department with access to a secure, on-demand reporting interface and open access to raw data, summary data and database relationship diagrams. The Department shall download reports on-demand through the provided interface.
- Reports shall be saved and delivered via email through the interface.
- The Vendor shall design and configure appropriate IVR and Interactive Routing protocols in accordance with the approved standard operating procedures, so escalation of calls and issues are routed to CSC supervisory staff.
- The Vendor's IVR and IR system shall track and regularly report all call activity using reports and dashboards to provide information on a daily basis for performance evaluation of the Performance Measures as outlined in Section 12 of this document.
- IVR reporting shall log each call for both summary and call detail reporting.
- The reporting interface shall provide the number of times each menu was hit by a caller, as well as the options selected by a caller in both a raw number and percentage format.
- The reporting interface shall provide for ad hoc reporting. Ad hoc reporting shall be filtered by, at minimum, Language, Unique Call ID, ANI, DNIS, Menu, Start and End time (configurable to the minute), End Reason and Queue Transferred To, or any combination thereof.
- IVR shall include call detail reporting, providing detail on an individual call path. Call detail report shall show each individual menu/prompt a call traverses, caller input (excluding PIN and cardholder authentication data) and end reason (transfer, disconnect, etc.).

- IVR reporting shall provide daily, weekly, and monthly custom reports on-demand for any period of time.
- IVR reporting should measure the overall number of callers who begin a contained function compared to the number that successfully complete the function. Success points shall be defined in partnership with the Department.
- IVR reporting shall provide a Frequent caller report (by account number and/or ANI).
- Contained Call Summary report, to report on the number of callers contained within the IVR by a configurable time period.
- Configurable alert notifications to be sent to the Department in identified thresholds indicating system degradation. The thresholds shall be determined by the Department and updated by the Vendor.

Telephony and Toll-Free Service

- Vendor shall procure, furnish and install communication lines and equipment, including telephony service, the CSC Facilities, inbound toll-free service(s) and outbound dialing.
- Vendor shall maintain existing toll-free numbers to reach the IVR. Vendor shall cooperate with the Department in transferring numbers.

Interaction Routing (IR)

- IR system shall have ability to route incoming contacts (e.g. calls, webchats) to designated CSRs. The Vendor shall assign CSRs to groups within the application. The IR system shall provide for screen pops to inform the CSR of customer information upon answering the call. The screen pops will be integrated in conjunction with other contractors. IR shall provide (when available) relevant customer account information, invoice numbers or other entered information (excluding any payment card or ACH information) and if the caller successfully authenticated in the IVR.
- Vendor shall maintain ability to add and alter queues according to the Department's business needs.
- While in queue, the IR system shall provide the caller with the option to return to the IVR.
- For authenticated callers, the IR system should play certain relevant account information to the caller while in queue.
- Call routing to queues shall be based on caller selection and/or IVR exit points. For instance, a caller selecting Spanish shall be answered by designated Spanish-speaking CSRs.
- Vendor to monitor performance and call center statistics real-time and via historical data to allow for efficient scheduling as well as real-time adaptation to fluctuating call center demands. Reporting shall be integrated into workforce management service to allow for accurate forecasting and management.
- IR shall have the ability to reach certain designated queues via a direct dial that receives a separate call treatment from the IVR.
- IR shall provide the ability to transfer contacts requiring escalation to internal second level support.
- IR shall have ability to schedule and place automated outbound calls to customers via a predetermined call list. The system shall play a spoken name of customer, ask for confirmation, and play a pre-recorded message.

- Vendor shall provide a real-time CSC dashboard showing Key Performance Indicators that allows Operations management to monitor the performance of the Customer Service Center. Vendor shall provide authorized users at the Department with the ability to remotely access all CSC dashboards at any time throughout the duration of this Contract.
- IR shall provide call routing based on schedulable conditions such as business hours, holiday schedules, emergency closures and planned maintenance outages.
- IR shall provide authorized users from the Vendor, Department or other Department contracts to configure and control relevant parameters related to call handling and operations. The Department shall review and approve all changes.
- IR shall provide authorized users to quickly move contacts between service groups to meet service levels and key performance indicators.
- IR shall provide customer with estimated wait time upon transfer to queue.
- IR shall provide authorized users designated by the Department or Vendor and approved the Department with supervisory level controls to monitor contacts and actively manage teams assigned to groups.
- IR reporting shall provide reports for the system, queue, language and individual CSR level. Reports shall be designed in coordination with the Department, with The Department having final approval over report design.

The Vendor shall make short term, time sensitive changes to the IVR and IR whenever required by operations demands, or directed by the Department, including off-hours, such as emergency events or other unplanned closures.

The Vendor shall coordinate and work collaboratively with the Department to implement IVR and IR script and flow changes at no cost to the Department, throughout the duration of the Contract.

9.3.3 Self-Service Payment System

The self-service payment system comprises of a secure online and phone channel system to process payment cards on the Department's toll collection system. The Vendor shall provide a secure payment self-service payment system that shall offer a secure online or by phone channel to provide a payment by the Customer without assistance from an CSR. The secure self-service payment system shall meet all of the following requirements:

- Meet all PCI DSS requirements including the ability to obtain an Attestation of Compliance of the Self-Service Payment System.
- Department or Vendor may add configurable messages to the beginning and end of the secure voice channel.
- Integrated with the Department provided Payment processing system.
- Reviewed and audited by the Department and Vendor to check payments made, rejected and reconcile with the Department CBO and payment processor.
- COTS solution that is configured to meet the Department requirements.
- Provide reports of number of transactions, success and failed payments, customer feedback on use and time to conduct each transaction.

The Vendor shall in coordination with the Department integrate the self-service payment system into the Department payment processor.

10 WEEKLY STAFF SCHEDULES

The Vendor shall be responsible for developing all staff schedules in accordance with the requirements set forth under this Contract. A comprehensive written schedule listing staff names, workdays, days off, and work hours shall be provided electronically to the Department seven (7) calendar days prior to the beginning of the pay period. Any changes to furlough or terminate staff due to reduced work must be approved by the Department. The Vendor shall indicate the beginning and ending calendar days that they will utilize for the pay period for this Contract.

The Vendor shall furnish personnel required to meet the performance metrics set by the Department. In addition to normally scheduled personnel, additional staffing may be required as follows:

- The Department may require additional staffing hours on a temporary or permanent basis due to unanticipated heavy work volumes. The Vendor shall utilize its best efforts to provide additional staffing hours within two (2) hours of notification from the Department, but in no case longer than four (4) hours of notification from the Department. Compensation for additional staffing will be paid in accordance with the provisions of this Contract governing Additional Services as described in Section 14 of this Exhibit, and the corresponding method of compensation pay items. Failure by the Vendor to provide additional staffing as required herein will result in non-compliance assessments.
- In the case of security breach for any operations including remote workforce operations (if applicable), the Vendor shall be able to cease access to CSC facilities, named users and workstations to protect the Department and Vendor network from security attacks and breaches.
- The Department may require substitute Vendor staff for scheduled personnel that fail to report to work or are otherwise unavailable. The Vendor will utilize its best efforts to provide replacement personnel within two (2) hours of notification from the Department, but in no case longer than four (4) hours of notification from the Department. Substitute personnel are deemed to be included in the Vendor's Price Proposal.
- Repeated failure by the Vendor to provide adequate shift coverage, substitute Vendor staff, or additional required Vendor staff within the specified times may be cause for damages and/or termination of the Contract.

11 DELIVERABLES, MEETINGS AND REPORTING

11.1 Deliverables Requirements

The Vendor shall submit documents and Document Deliverables throughout the Term of the Contract to the Department for approval. The following applies to all documents and Document Deliverables:

- Acceptance of documents and Document Deliverables will be at the Department's discretion.
- Use of any documents and Document Deliverables shall not constitute acceptance of the Document Deliverables by the Department.
- Vendor shall submit documents and Document Deliverables with a table of contents (if applicable), identifying all sections and subsections and a summary narrative for each section describing the assumptions and approach that will guide the development of the section.

- Vendor shall submit draft documents and Document Deliverables to the Department for review and comment via an electronic document depository system provided by the Vendor.
- Vendor shall submit final track changes to documents and Document Deliverables that incorporate all the Department's review comments via the Vendor provided electronic document depository system.
- If any document or Document Deliverable produced by the Vendor requires changes to be made to the Toll Collection System Business Rules, Vendor processes, or Standard Operating Procedures, the Vendor will provide a summary narrative notifying the Department of such changes prior to implementation of any changes.
- Vendor shall update all applicable documents and Document Deliverables as operational processes change. Prior to implementation, all changes shall be submitted to the Department for approval.
- Vendor shall support periodic updates of Vendor produced document and Document Deliverables as they may need modification based upon the nBOS project implementation.
- Vendor shall maintain all contact center technology design documentation, making them available to the Department via the Vendor provided electronic document depository system.
- Vendor shall provide files, documents and Document Deliverables using Microsoft office compatible programs.

11.2 Records Retention and Document Control

The Vendor shall keep and maintain all public records in accordance with Department policies, procedures and directives, 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 maintain an electronic document repository for all documents and Document Deliverables associated with this Contract. The document repository shall be accessible over the internet to Department personnel authorized by the Department or authorizes users with a login and password on a secure, web-based platform.

11.3 Meeting Requirements

The Vendor shall facilitate and participate in meetings with the Department and any other party as may be requested by the Department. Key Personnel shall be available to meet in person with Department personnel in Boca Raton and Orlando when provided with reasonable notice. The Vendor shall provide web and video conferencing for any attendees unable to attend an in-person meeting. The Vendor shall also be responsible for preparing meeting agendas for each meeting as requested by the Department. Meeting agendas must be submitted to the Department for its review no less than five (5) business days prior to the meeting for which the agenda was prepared. The Department shall have the right to direct the Vendor to modify, and the Vendor shall modify, the agenda to the extent the Department deems necessary. The Vendor shall be responsible for

preparing meeting minutes for each meeting as requested by the Department. Meeting minutes must be in a form approved by the Department and include the complete list of meeting attendees and method of attendance (e.g., by phone, in-person, or by virtual web-based platform), a summary of the issues discussed, an open-issues matrix (identifying all open issues, a description of each issue, specific action items relative to each issue, the responsible party, and the expected completion date), and any other information requested by the Department. The Vendor shall submit meeting minutes to the Department for its review within three (3) business days following the meeting for which the meeting minutes were prepared. The Department shall have the right to direct the Vendor to modify, and the Vendor shall modify, the meeting minutes to the extent the Department deems necessary.

11.4 Phase 1 (Planning/Implementation Phase) Meetings

The Vendor shall facilitate and participate in progress meetings during Phase 1. Phase 1 Progress Meetings shall occur each month following Contract execution, as well as at any other time as deemed necessary by the Department. The Vendor shall provide the following information during Phase 1 progress meetings:

- A summary in a form approved by the Department, outlining progress, status and percentage of work completed for each task, as compared against planned activities in the Project Schedule. The summary also shall identify key milestones and assignments missed in the time since the last Planning/Implementation meeting.
- An analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency and work around plans to avoid or mitigate delays to the Customer Service Operations and nBOS CBO Transition dates.
- A discussion of Project Schedule compliance and an updated Project Schedule showing proposed changes from the approved Project Schedule and showing progress from the previous month for discussion purposes.
- An updated list in a form approved by the Department of action items that tracks the status of all outstanding Document Deliverables, activities and issues that need decision or resolution.
- A list in a form approved by the Department of open change orders and change order requests, to include their current status and identification of any new change order requests for discussion.
- The previous monthly approved meeting minutes.
- Any other information as may be requested by the Department.

11.5 Toll Collection System upgrades-related meetings

The Vendor shall, as may be requested by the Department, participate in the design, coordination, and status meetings for the nBOS project or other projects related to the upgrade of the Toll Collection System. Unlike other meetings, the Vendor will not be responsible for the facilitation of the nBOS related meetings or preparation of meeting minutes. The Vendor shall provide verbal and written input at the meetings on areas that are pertinent to the CSC and related Scope of Services at the meetings or as requested by the Department.

11.6 Phase 2 and 3 (Operations Phase) Meetings

The Vendor shall facilitate and participate in progress meetings during Phase 2 and Phase 3 (collectively referred to as the Operations Phase). Operations Phase Progress Meetings shall occur on a weekly basis following the commencement of Customer Services Operations, and at any other time deemed necessary by the Department. The Vendor shall provide the following information during Operations Phase Progress Meetings:

- The Vendor shall facilitate and schedule weekly progress meetings with the Department to review the contents of the Department provided weekly dashboard report.
- The Vendor shall facilitate and schedule monthly progress meetings, during the first week of every month with the Department to review the contents of the draft monthly project report (described in Section 11.8), project status and coordinate planned work.
- The Department and the other contractors shall address system-related topics which may affect the CSC Facilities' operations or for which input is needed from the Vendor.
- The Vendor shall review finance and reconciliation-related discrepancies, explaining any changes to reports provided and used by the Department, and discuss proposed process or reporting changes as well as any other finance-related topics.

11.7 Department Use of Reports

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

11.8 Monthly Report

The Vendor shall submit to the Department no later than the tenth (10th) calendar day of each calendar month throughout the duration of this Contract, a monthly report detailing all work performed by the Vendor during the prior calendar month ("Monthly Report"). The draft Monthly Report will be reviewed during the monthly progress meetings held during the first week of the month with the Department. The final Monthly Report shall be signed by an officer of the Vendor and shall otherwise be submitted concurrently with the Vendor's invoice in such form as approved by the Department. The Vendor shall provide the Department and its designee(s) read only access to the reporting application used to complete the Monthly Report for audit purposes.

The Monthly Report for each month of Phase 1 shall include the following information:

- A summary, outlining progress, status and percentage of work completed for each task, as compared against planned activities in the Project Schedule (provided originally as part of the Project Management Plan). Vendor comments shall be included where appropriate to describe reasons for changes. The summary shall identify key milestones and assignments missed in the period of time since the previous Monthly Report.
- An analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency or work around plans to avoid or mitigate delays to the project.

- A discussion of Project Schedule compliance and an updated Project Schedule showing proposed changes from the approved Project Schedule, if any, and show progress from the previous month for discussion purposes. If no Project Schedule change has occurred, the Vendor shall state such in the Monthly Report.
- Updated list of action items that tracks the status of all outstanding Deliverables, activities and issues that need decision and resolution.
- A list of open change requests and their status and identification of any replacement change order requests.
- Any other information as may be requested by the Department.

The Monthly Report for each month of Phase 2 and 3 (collectively referred to as Operations Phase) shall include (in addition to the information described above) the following information:

- A weekly listing of all Vendor personnel including the employee's name, number of hours worked by day, position type, work location, and work unit.
- The Vendor shall report on all applicable Performance Measures. Performance Measures shall be measured hourly, daily, weekly, monthly, quarterly and annually but all must be included in the Monthly Report. The Department reserves the right to request changes to the reporting frequencies of the Performance Measures, as necessary. Additionally, the Vendor should include a list of all resulting non-compliance points and compliance credits for meeting incentive or disincentive criteria as described in the requirements of the Contract.

12 PERFORMANCE MEASURES

The Department has established multiple Performance Measures, both qualitative and quantitative, to continually monitor and evaluate the Vendor's quality and efficiency of operations performed under this Contract.

The Performance Measures include the following items, each of which is described in further detail in the subsections below:

- Semi-Annual Evaluations (Qualitative)
- Service Level Agreements
- Key Performance Indicators
- Customer Satisfaction Surveys
- CSR Evaluations
- Retention Program
- Incentive Program
- Personnel (key staff, qualifications, availability)
- Document Deliverables

The Vendor will receive Incentives and Disincentives for the Performance Measures as described in Table 5-Service Level Agreements Metrics. Payment adjustments related to these Incentives and Disincentives must be reflected on the Vendor's invoice and associated back-up documentation that must be submitted to the Department for its review and approval. The

Department and Vendor will, on an annual basis, jointly review the Performance Measures to ensure relevance throughout the Contract.

All Performance Measures contemplate that the CSR is a human not a robot or voice response skill or any software application that runs automated scripts collectively known as "BOTS". BOTS may be proposed in the Vendor's Technical Proposal and to provide Operational Efficiencies as defined in Section 13 of this Exhibit A.

12.1 Semi-Annual Evaluations

The Department expects the Vendor to operate in accordance with the high standards of performance identified during Phase 2 and 3 of this Contract. The Vendor's performance will be monitored by the Department, an evaluation will be conducted semi-annually, based on "Exhibit E"- Semi-Annual Evaluation Format. The Vendor will be evaluated based on the Vendor's ability to meet technical and operational performance standards for each functional area of work. These areas include:

- Management and Staffing that includes but is not limited to meeting forecasted staffing plans throughout the Term of the Contract
- Interaction with public and cooperation with other stakeholders
- Adherence to quality control practices
- Department efforts in contract administration
- Retention and training programs

The Department will utilize a point-based scorecard to evaluate the Vendor's performance that will be based on the 100-point scoring system reflected below. At the Department's discretion, points may be awarded to the nearest ½ of a point.

- 0-59 = Unacceptable Performance
- 60-74 = Below Satisfactory Performance
- 75-84 = Satisfactory Performance
- 85-94 = Above Satisfactory Performance
- 95-100 = Outstanding Performance

After each semi-annual evaluation by the Department, the Vendor will receive an individual score for each functional area and a composite score equal to the total of all the individual scores. If the Vendor receives a composite score of less than 75 or any individual score less than 15, they shall develop and provide to the Department a corrective action plan (hereinafter known as the "Corrective Action Plan") within thirty (30) calendar days of Department notification of such deficient scoring. At a minimum, the Corrective Action Plan shall include the failure(s), root cause and provide a plan to prevent future occurrences and an implementation schedule. Upon Department approval of the Corrective Action Plan, the Vendor shall implement the Corrective Action Plan to prevent reoccurrence of the problem(s) associated with the poor performance score(s).

After each Contract year, the two composite scores received will be averaged to form an annual composite score and the two individual scores received for each functional area will be averaged to form annual composite individual scores. If the Vendor receives an annual composite score less than 75 or any annual composite individual score less than 15, the Department shall have the right

to terminate this Contract without any type of compensation to the Vendor. Semi-Annual evaluations are eligible for both Incentives and Disincentives.

12.2 Service Level Agreements

SLA's define the commitments between the Vendor and the Department related to quality of service, availability of services, and overall performance of services. Below are specific SLA metrics to be evaluated throughout the Term of the Contract by the Department to ensure the Vendor provides all services in accordance with the performance requirements set forth under this Contract. Unless otherwise stated, SLAs will be measured on a daily basis and reported in the Monthly Report and apply to all Primary CSC, Boca CSC, Secondary CSC, and remote workforce operations (if applicable).

Of the SLAs listed below, the Department has identified SLAs that are eligible for monetary incentives. Incentive eligibility and criteria are defined below. The amount of the monetary incentive and additional conditions are further defined in the Table 7 – Summary of Performance Measures.

Table 5-Service Level Agreements Metrics

Performance ID	Performance Measures	Definition	Incentive Eligibility	Incentive Criteria	Disincentive Criteria	Review Frequency
Call Center						
SLA001	Call Center Service Level	<p>The Call Center Service Level is defined as number of calls received by a CSR within 60 seconds of making them available from the IVR.</p> <p>The Call Center Service Level shall be greater than 90% of accepted calls answered by the CSC in less than 60 seconds.</p> <p>The Call Center Service Level is calculated as the number of calls picked up in less than 60 seconds for any given business day divided by the number of total calls made available to the CSR from the IVR for the same business day. The benchmark is measured by business days with an attainment objective of 90% of business days per month.</p>	Y	95% or above	85% and below	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>
SLA002	Call Center Call Abandon Rate	The Call Center Call Abandon Rate is defined as total calls received by the IVR and made available to an CSR that	Y	Less than 1%	More than 5%	Tracked per business day.

		<p>abandon the call after 60 seconds.</p> <p>The Call Center Call Abandon Rate shall be less than 3% of total calls received by the CSC,</p> <p>The Call Center Call Abandon Rate is calculated as the total calls abandoned greater than 60 seconds for any given business day divided by the total calls received by all CSR's for the same business day.</p> <p>The Call Center Call Abandon Rate is measured daily with an attainment objective of 90% of business days per month.</p>				Reported in the Monthly Report.
SLA003	Call Center First Contact Resolution	<p>The Call Center First Contact Resolution is defined as the number of calls where Customer contacts by phone to the CSC are resolved with the first contact.</p> <p>The Call Center First Contact Resolution shall be greater than or equal to 90% of customer contact/inquiries are resolved with the first contact.</p> <p>The Call Center First Contact Resolution is calculated as all customer calls received by the CSC resolved without service desk request or call back for any</p>	N	NA	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		given business day divided by total number of calls available to CSR's for the same business day.				
SLA004	Call Monitoring Quality	<p>The Call Monitoring Quality must be equal to or greater than 90% based on of 2 calls per CSR per week.</p> <p>The Call Monitoring Quality is defined as number of calls monitored with scored ratings available to the Department for audit and included in monthly reports. Note: scored ratings criteria will be determined by the Vendor and reviewed and approved by the Department during Phase 1.</p>	N	NA	Below 80%	<p>Tracked weekly.</p> <p>Reported in the Monthly Report.</p>
SLA005	Blockage Rate (IVR and/or Customer Service Center)	<p>The Blockage Rate shall be less than 1% of all calls received by calling the CSC phone number and are blocked into the IVR or cannot be directed to a CSR if the IVR is not operable per calendar day.</p> <p>The Blockage Rate is calculated as number of calls received at the customer service center automatic call distributor and not transferred to the IVR to be available for an CSR.</p>	N	NA	More than 3%	<p>Tracked per calendar day.</p> <p>Reported in the Monthly Report.</p>

		<p>Available for CSR means that the call is available for an CSR to pick up even if the CSR is not available and may include wait times per business day.</p> <p>Wait times are excluded from this SLA as a customer waiting in queue is not a blocked call.</p>				
SLA006	New account applications - Accounts opened	<p>90% of all new account applications shall be established and an active account is created in the Toll Collection System within 1 business day and 100% of all new account applications shall be established and an active account is created in the Toll Collection System within two (2) business days.</p> <p>All new account applications received to create an account shall be acknowledged, assigned, resolved and closed and all applications are processed in full and the account is open in good standing. This excludes Non-Revenue accounts which shall be opened within two (2) business days by the Vendor from written approval by the Department.</p> <p>This new account applications performance measure shall be calculated as number of</p>	Y	95%	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		completed applications processed and account numbers established with valid accounts within the specified timeframe for any given business day divided by total number of new applications received from all customer contact channels for the same business day.				
SLA007	Customer Request Acknowledgement	<p>Customer Requests Acknowledgement is defined as calls, emails, fax, and general correspondence inquiries, customer requests submitted for Adjustments and those submitted to the Departments financial reconciliation and accounting department are known as "Customer Requests" shall have a response submitted to the initiator of the request.</p> <p>100% of all Customer Requests Acknowledgement shall be completed in the Toll Collection within 1 business day.</p> <p>The Customer Request Acknowledgement is calculated as total number of all Customer Requests that are received and acknowledged by CSR's within the specified timeframe for any given business day divided by</p>	N	NA	Less than 98%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		<p>total number of all Customer Request Acknowledgements for the same business day.</p> <p>Note: Autoresponders may not be used in this scenario.</p>				
SLA008	Customer Request Assignment	<p>Customer Requests Assignment is defined as calls, emails, fax, and general correspondence inquiries, customer requests submitted for Adjustments and those submitted to the Departments financial reconciliation and accounting department are known as "Customer Requests shall have a response submitted to the initiator of the request.</p> <p>Customer Requests shall be assigned for resolution.</p> <p>100% of Customer Request Acknowledgements must be assigned to work queue for a CSR to process within 1 business day after Customer Request receipt.</p> <p>The Customer Request Acknowledgement is calculated as total number of all Customer Request Acknowledgements that are assigned to a CSR within the specified timeframe divided</p>	N	NA	Less than 98%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		by total number of all Customer Request Acknowledgements per business day.				
SLA009	Customer Request Resolution:	<p>Customer Request Resolution is defined as calls, emails, fax, and general correspondence inquiries, customer requests submitted for Adjustments and those submitted to the Departments financial reconciliation and accounting department are known as "Customer Requests" shall be resolved and closed.</p> <p>Individual customer requests can be placed on hold, by the Vendor making a request to the Department and the Department providing written approval of the Vendor requests. If the Department approves that the customer requests can be placed on hold, those will be removed from this Service Level Agreement calculation.</p> <p>90% of Customer Request Resolution shall be resolved and closed within 1 business day after customer request receipt and 100% of Customer Request Resolution must be resolved within four (4) business days</p>	Y	95%	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		<p>after customer request receipt per business day.</p> <p>The Customer Request Resolution is calculated as total number of all Customer Request Resolutions that are assigned to an CSR and resolved within four (4) business days after they are received by the Vendor divided by total number of all Customer Request Resolutions received for the same business day.</p>				
SLA010	High Priority Customer Request Acknowledge and Assigned:	<p>High Priority Customer Requests are issues, work or related CSC work that must be treated as high priority and assigned at the highest priority by the Department. High Priority Customer Requests will come from Department or its authorized representative to the Vendor.</p> <p>High Priority Customer Request Acknowledge and Assigned requiring management or secondary level support attention shall acknowledged to the initiator and are assigned for resolution.</p> <p>High Priority Customer Requests shall be</p>	N	NA	Assigned after 5 business hours	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		<p>acknowledged and assigned within 2 business hours after customer request receipt from the Department or the Vendor.</p> <p>High Priority Customer Requests shall be calculated as total number of High Priority Customer Requests acknowledged to within 2 hours for any given day divided by total number of all High Priority Customer Requests received by the Vendor from the Department for the same business day.</p>				
SLA011	<p>High Priority Customer Request Resolution</p>	<p>High Priority Customer Requests Resolution are issues, work or related CSC work that must be treated as high priority and assigned at the highest priority by the Department and shall be resolved by the Vendor.</p> <p>High Priority Customer Requests will come from Department or its authorized representative to the Vendor.</p> <p>High Priority Customer Request Resolutions may be placed on hold, by the Vendor making a request to the Department and the Department providing written approval of the Vendor requests. If the Department</p>	Y	95%	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		<p>approves that the customer requests can be placed on hold, those will be removed from this Service Level Agreement calculation.</p> <p>90% of all High Priority Customer Requests Resolution shall be dispositioned for work assignment within 1 business day after the Customer Request receipt by the Vendor from the Department and 100% of all Customer Requests received shall be dispositioned within two (2) business days by the Vendor from the Department.</p> <p>The High Priority Customer Request Resolution is calculated as total number of all Customer Requests that are responded to within 1 business day after they are received by the Vendor and dispositioned within two (2) business days after they are received by the Vendor divided by total number of High Priority Customer Request received for that same business day.</p>				
SLA012	Web Chat Availability	Web chat availability is defined as web chat functionality and	N	NA	Less than 99%	Tracked per business day.

		<p>CSR's shall be available to chat with customers.</p> <p>Web chat shall be available greater than 99.9% of the time during CSC operations hours.</p> <p>Web chat availability is calculated as number of Web CSR's in available status for any given business day divided by total work time for that same business day.</p>				Reported in the Monthly Report.
SLA013	Web Chat Service Level	<p>Web chat service levels is defined as the time to respond for web chat requests by customers.</p> <p>The Vendor shall meet web chat service levels by a CSR providing a first response to a customer chat request within 45 seconds.</p> <p>Note: BOT or automated responses may be used but are EXCLUDED from this SLA as only CSR responses shall be counted in this SLA.</p> <p>The Web Chat Service Level is calculated as the number of web chat responded within 45 seconds divided by the number of total web Chat requests received during CSC operations.</p>	Y	95%	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		The benchmark is measured daily with an attainment objective of 90% of business days per month.				
SLA014	Web Chat Abandon Rate	<p>Web chat abandon rates are defined as customers who make contact with the CSC via web chat and abandon at intervals greater than 30 seconds from their initial contact divided by total number of customers who make contact with the CSC via web chat and do not abandon at intervals greater than 30 seconds from their initial contact.</p> <p>The Web Chat Abandon Rates is measured daily with an attainment objective of 90% of business days per month.</p> <p>The attainment objective of 90% of business days per month included in the Web chat abandon rates shall be less than 3%.</p>	N	NA	More than 5%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>
SLA015	Web Chat First Contact Resolution	<p>Web Chat First Contact Resolution is defined as web chat inquires resolved on the first contact without a follow-up service request or new chat.</p> <p>90% of all Web Chat First Contact Resolutions shall be</p>	N	NA	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		<p>resolved with the first contact and web session without a follow-up service request or new chat required.</p> <p>Note: BOT or automated responses may be used but are EXCLUDED from this SLA as only CSR responses shall be counted in this SLA.</p> <p>Web Chat First Contact Resolutions is calculated number of web chat inquiries that are resolved in first contact without a service request ticket or call back for any given business day divided by total number of web chats received for that same business day.</p>				
SLA016	SMS Chat Availability	<p>SMS Chat Availability is defined as available time when SMS chat is available, and the Vendor provides a first CSR response to a customer SMS request.</p> <p>SMS Chat Availability shall be greater than 99.9% uptime measured with CSR's that are available to accept contacts from SMS Chat.</p> <p>Note: BOT or automated responses may be used but are</p>	N	NA	Less than 99%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		<p>EXCLUDED from this SLA as only CSR responses shall be counted in this SLA.</p> <p>SMS Chat Availability is calculated as CSR's time availability to accept contacts from SMS Chat in any given business day divided by total work time during the CSC operations hours for that same business day.</p>				
SLA017	SMS Service Level	<p>SMS chat service levels is defined as the time to respond for SMS chat requests by customers.</p> <p>The Vendor shall meet SMS chat service levels by a CSR providing a first response to a customer chat request within 45 seconds.</p> <p>Note: BOT or automated responses may be used but are EXCLUDED from this SLA as only CSR responses shall be counted in this SLA.</p> <p>The SMS Chat Service Level is calculated as the number of SMS chat responded within 45 seconds divided by the number of total SMS Chat request. The benchmark is measured daily</p>	Y	95%	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		with an attainment objective of 90% of business days per month.				
SLA018	SMS First Contact Resolution	<p>SMS Chat First Contact Resolution is defined as SMS chat inquires resolved on the first contact without a follow-up service request or new chat.</p> <p>90% of all SMS Chat First Contact Resolutions shall are resolved with the first contact and SMS session without a follow-up service request or new chat required.</p> <p>Note: BOT or automated responses may be used but are EXCLUDED from this SLA as only CSR responses shall be counted in this SLA.</p> <p>SMS Chat First Contact Resolutions is calculated number of SMS chat inquiries that are resolved in first contact without a service request ticket or call back in any given business day divided by total number of SMS chats received that same business day.</p>	N	NA	Below 85%	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>
Financial						

<p>SLA019</p>	<p>Process Service Request for Adjustments</p>	<p>Process for Service Request for Adjustments is defined as assignment and resolution by update in the Toll Collection System. Adjustments are defined in Section 8.7 of this Exhibit A.</p> <p>100% of all Adjustments shall be processed and completed within two (2) business days. Processed means the work is assigned and the Adjustment is made in the Toll Collection System.</p> <p>Process Service Requests for Adjustments is calculated as number of Adjustments processed within two (2) business days after they are received by the Vendor divided by the total number of Adjustments received that same day.</p>	<p>N</p>	<p>NA</p>	<p>Less than 95%</p>	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>
<p>SLA020</p>	<p>Process Chargebacks and NSF</p>	<p>Process Chargebacks and NSF is defined as assignment and resolution by update in the Toll Collection System.</p> <p>100% of all Chargebacks and NSA shall be Processed within two (2) business days. Completion includes identification, assignment and</p>	<p>N</p>	<p>NA</p>	<p>Less than 100%</p>	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		<p>updates to the Toll Collection System. Resolution includes any research or call backs made to the customer if necessary.</p> <p>Process Chargebacks and NSF is calculated as number of chargebacks and NSF made within two (2) business days after they are received by the Vendor divided by the total number received that same business day.</p>				
SLA021	Lockbox Exception Queues:	<p>Lockbox Exception Queues is defined as exception in the exception decisioning module for Lockbox Vendor are resolved/decisioned.</p> <p>100% of all Lockbox Exception Queues: shall be identified, assigned and updated in the Toll Collection System within three (3) business days.</p> <p>Lockbox Exception Queues is calculated as number of lockbox exceptions resolved within three (3) business days after they are received by the Vendor divided by total number of lockbox exceptions received that same business day.</p>	Y	100% within two (2) business days	90% within three (3) business days	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>
Walk-In Center						

<p>SLA022</p>	<p>Walk-in Transactions</p>	<p>Walk-in Transactions are defined as customers who enter the Department Walk-in Centers.</p> <p>85% of all Walk-in Centers Transactions shall be serviced within 15 minutes from when a ticket is received.</p> <p>Walk-in Transactions are calculated as number of people served by a CSR to resolve their issue within 15 minutes of entering the Walk-in Centers on any given business day divided by the number of people entering the Walk-in Centers for the same business day. The Vendor shall track customers entering the Walk-in Centers by a ticket system.</p> <p>The vendor shall report the Walk-in Transactions for each Walk-in Centers and the SLA shall apply to each Walk-in Centers separately.</p>	<p>N</p>	<p>NA</p>	<p>Below 75%</p>	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>
<p>SLA023</p>	<p>Posting Payments and Depositing Funds</p>	<p>Posting Payments and Depositing Funds is defined as the posting of payments received from the customer in the Toll Collection system and submitted to the bank for payment.</p>	<p>N</p>	<p>NA</p>	<p>Within three (3) business days</p>	<p>Tracked per business day.</p> <p>Reported in the Monthly Report.</p>

		All payments are posted and deposited in bank within the same or next business day as when the funds are received from the customer.				
Interactive Voice Response (IVR)						
SLA024		This SLA is deleted.				
SLA025	Application Program Interface (API) Performance	<p>API Performance is defined as the number of database lookups from the Vendor provided IVR system (if used).</p> <p>99% or more calls to the database shall have a success rate of less than 2 seconds to retrieve the requested data and be returned to the user in a successful API call.</p> <p>API Performance is calculated as the number of database calls made to the IVR with valid responses less than 2 seconds divided by total number of data requests made from the IVR until the Toll Collection System responses. Delays caused by the Toll Collection System are excluded from this calculation. The Vendor shall provide written proof of such delays.</p>	N	NA	Less than 95%	Reported in the Monthly Report.

<p>SLA026</p>	<p>IVR System Availability</p>	<p>IVR System Availability is defined as the availability and operations of the IVR system for customer self-service functionality account management and payments and information requested by the IVR.</p> <p>The IVR System Availability shall be greater than 99.9% measured by time. System is available when IVR answers 90% of IVR calls, and callers navigate the system as designed using dual tone multi-frequency (DTMF) entry or speech recognition.</p> <p>The IVR System Availability is calculated as the number time when the system is available according to IT service management system provided by the Department divided by the total time in a day which is twenty-four (24) hours a day seven (7) calendar days a week, three hundred and sixty-five (365) calendar days per year and three hundred and sixty-six 366 calendar days on leap years. Scheduled preventative maintenance activities approved</p>	<p>N</p>	<p>NA</p>	<p>Less than 99%</p>	<p>Tracked per calendar day.</p> <p>Reported in the Monthly Report.</p>
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		by the Department are excluded from this calculation but must not exceed 100 hours per calendar year. Outages shall be provided using Vendor monitored tools and service desk tickets validated and verified by the Department.				
SLA027	Self-Service Payment options	<p>Self-Service Payment System Availability is defined as the availability and operations of the Self-Service Payment system for customer self-service functionality payments and information.</p> <p>The Self-Service Payment System Availability shall be greater than 99.9% measured by time. System is available based twenty-four (24) hours a day seven (7) calendar days a week.</p> <p>The Self-Service Payment System Availability is calculated as the number time when the system is available according to IT service management system provided by the Department divided by the total time in a day which is twenty-four (24) hours a day seven (7) calendar days a week, three hundred and sixty-five</p>	N	NA	Less than 99%	<p>Tracked per calendar day.</p> <p>Reported in the Monthly Report.</p>

		(365) calendar days per year and three hundred and sixty-six 366 calendar days on leap years. Scheduled preventative maintenance activities approved by the Department are excluded from this calculation but must not exceed 100 hours per calendar year. Outages shall be provided using Vendor monitored tools and service desk tickets validated and verified by the Department.				
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12.3 Key Performance Indicators

Key Performance Indicators (KPIs), as described in Table 6 – Key Performance Indicators Metrics below, will be used to measure the Vendor's performance throughout the duration of this Contract. The Vendor shall develop thresholds and approved by the Department during Phase 1 to generate automatic alerts to Department and Vendor Key Personnel when KPI's exceed thresholds. The KPI thresholds shall be updated by the Vendor and approved by the Department throughout the Term of the Contract.

The Key Performance Indicators that will be required are shown below. Where applicable the KPI's shall include a formula to measure each KPI. All KPI's below are measured daily unless otherwise specified. All incoming or outgoing customer contacts (web, phone, or chat) metrics shall be tracked by intervals of 30 minutes based on the available service time for that channel calculated daily based on each interval in a calendar day. Specifically, KPI's for the call center shall be tracked at 30-minute intervals during the CSC hours of operations for each business day in a calendar month. For the KPI's that are serviced on a longer period of time outside of the CSC operation hours, the KPI's shall be tracked daily based on 30-minute intervals that the channel is made available. For example, if text chat is available twenty-four (24) hours a day seven (7) calendar days a week, the performance shall be tracked every 30 minutes based on twenty-four 24 hours a day seven (7) calendar days a week.

Table 6- Key Performance Indicators Metrics

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI001	Forecasted Calls	Estimated total number of incoming calls by day of week for each month.	Calls projected based on last year's data for the same period.	N/A
KPI002	% to Forecast	Percentage of calls offered compared to the forecasted calls for a business day.	This is calculated based on calls offered divided by forecasted calls offered and multiplied by 100.	%
KPI003	Forecasted Service Level	Estimated service level based on forecasted call volume and staff scheduled to work during the same period.	N/A	%

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI004	Calls Blocked	This KPI shall be tracked for the Call Center and for the IVR depending on the Call Center and IVR configuration and setup to be determined in the Standard Operating Procedures.	Total number of calls that receive a busy signal when a customer calls into the CSC designated phone number provided by the call system. A blocked call can be either the transfer did not occur, and the customer did not hang up and the customer receives a busy signal.	# of total calls
KPI005	Calls Offered	Total number of incoming calls to the CSC.	Number of incoming calls into the IVR system.	Number of calls
KPI006	Calls answered	Total calls answered by CSR's for a business day	Number of incoming calls into the IVR that are answered by CSR	Number of calls
KPI007	Calls Answered after Threshold	Total calls answered by CSR's after 60 seconds for a business day	Number of incoming calls answered by CSR within 60 seconds of being available to the CSR.	Number of calls
KPI008	Calls Abandoned	Total number of incoming calls not answered by an CSR. for a business day	Number of calls offered minus number of calls answered.	Number of calls
KPI009	Calls Abandoned after Threshold	Calls abandoned after 60 seconds for a business day	Total Number calls Abandoned by customer after 60 seconds of being available for an CSR.	Number of calls
KPI010	Calls Abandoned within ranges of wait times.	Total number of incoming calls not answered by an CSR per range of wait time before abandonment for a business day.	Total calls available from IVR but not answered by an CSR by rate time. The rate times shall be in seconds and be 5, 10, 15, 20, 30, 40, 50, 60-80, 90, 100+ seconds unless	Number of calls

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
			otherwise agreed to by the Department in writing.	
KPI011	Average Time Before Abandonment	Average duration in seconds of wait time before abandonment for a business day.	Average time when the call is available for an CSR until the time when the caller hangs up prior to an CSR being available to pick up.	Average seconds
KPI012	Short Calls (under 30 seconds)	Number of calls answered with a duration of under 30 seconds for a business day.	# of Calls answered by an CSR that last less than or equal to 30 seconds the call being made available to the CSR from the IVR.	Number of calls
KPI013	Average Speed of Answer	Average duration of the time a customer waited before the call was answered by the CSC for a business day.	Average time measured from when the call is available for an CSR until the CSR takes the call and talks to the CSR.	Seconds
KPI014	Average Handle Time	Average handle time is the typical duration of time to conduct business including call and after call work for a business day.	Average handle time is the total talk time + total hold time + total after-call tasks, and then divide by the number of total calls for each business day.	Seconds
KPI015	Average Talk Time	Average amount of time a call CSR spends speaking with a customer for a business day.	Time when the call is received from the IVR by the CSR until the customer disconnects.	Seconds
KPI016	Average After Call work (Wrap-up) Time	The time used by an CSR's to complete work directly associated with the call handled per business day.	Measured from the time when a customer disconnects until the CSR's is available to take the next call.	Seconds

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI017	Average Hold Time	Average duration of time a customer was placed on hold per business day.	Time a customer is placed on hold until the time when the customer is engaged by the CSR. The hold may be for any reason at all but is typically for research purposes.	Seconds
KPI018	Longest Hold Time	Duration of the longest time a single customer was on hold for a business day.	Longest time per day that customer was placed on hold.	Seconds
KPI019	% of calls transferred	Percentage of calls transferred to a different queue for a business day.	Number of calls transferred prior to resolution to another CSR or supervisor for resolution or escalation divided by total calls for that ½-hour interval.	%
KPI020	% of calls placed on hold	Percentage of calls answered placed on hold for a business day.	Defined as call picked up and root cause of call understood but CSR is required to place on hold to get additional information. This number of calls that have at least one hold per call divided by the total number of calls received in that interval.	%
KPI021	Available CSR's	CSR's ready and to answer calls from the CSC for a business day.	Number of CSR's in available status per Standard Operating Procedures.	Number of CSR's
KPI022	Scheduled CSR	CSR's Scheduled to work for a business day.	Number of CSR's scheduled to work and be	Number of CSR's

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
			available to take phone calls	
KPI023	CSR Availability	Percentage of time an CSR is available to take calls during a scheduled work shift for a business day.	Paid hours divided by time CSR is in available status.	%
KPI024	Schedule Adherence	Percentage of handled time plus available time by the CSR for a business day.	$(\text{Handle Time} + \text{Available Time}) / \text{Paid Hours}$	%
KPI025	Occupancy Rate	Percentage of time CSR's are handling calls or completing work associated to taking calls for a business day.	Paid hours divided by time the CSR is available excluding training or breaks.	%
KPI026	Attrition Rate	Percentage of CSR turnover within a monthly basis.	New CSR's divided by total CSR's employed during the month.	%
KPI027	Vacancy Rate	Percentage of available units of full-time staff CSR's positions to meet the staffing calls that are vacant on a monthly basis.	Total number of CSR's divided by CSR's designated as full time for the month.	%
KPI028	Time to Fill Open Position	Number of business days to identify a candidate and fill an open CSR position in the Vendor's organization by Vendor job title. CSR includes all staff provided by the Vendor.	Time of job posting measured from the posting time until the job is filled with the CSR available and eligible for training.	%

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI029	Absenteeism	Number of absences per CSR versus the number of business days on a monthly basis.	CSR's absent divided by the total number of business days on a monthly basis excluding holidays during the calendar month.	%
KPI030	IVR Containment	Percentage of incoming calls that are handled completely by the IVR system without assistance from a CSR per business day.	Number of calls received from automatic call distributor divided by number of calls that do not go to CSR.	%
KPI031	IVR Module Success Rate	Percentage of calls that successfully completed an IVR module per business day.	Number of calls received from the automatic call distributor divided by number of calls that do not go to CSR that result in payment, account update or going to a general information menu.	%
KPI032	IVR API Database Lookup Success Rate	Percentage of API calls that did not time out and successfully transmitted the information to the IVR request per calendar day.	TBD based on nBOS system design by the Vendor and approved the Department.	TBD based on nBOS system design by the Vendor and approved the Department.
KPI033	IVR Transfers as result of system error	Percentage of calls that transferred to the CSC as a result of an error on a menu per business day.	Total number of calls where customer presses an invalid key and is transferred to CSR, divided by total number of calls offered by the SunPass Toll Free Number.	%

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI034	First Calls	Number of unique incoming phone numbers per business day. This metric excludes repeat calls from the same phone number.	Number of calls with unique phone number divided total number of phone numbers received per day.	%
KPI035	Calls Resolved on First Attempt	Number of incoming calls resolved on the customer's first attempt to call during that business day.	Total calls that do not require call back or service desk action divided by total calls handed by a CSR.	%
KPI036	Web Chat # of chats offered	Total number of web chats offered by the Vendor per business day.	Number of web chat sessions requested by customers to the web chat system.	Number of chats
KPI037	Web Chat # of chats answered	Total number of web chats answered per business day.	Number of web chat sessions requested divided by number of chats answered by an CSR.	% of chats answered
KPI038	Web Chat # of chat abandoned	Total number of web chats abandoned per business day.	Number of web chat sessions requested minus number of chats abandoned by customer.	Number of chats
KPI039	Web Chat Average Chat Handling	Average duration that an CSR took to handle a customer's chat per business day.	web chat length+ after chat work + wrap time. These items will be determined by wrap codes in the system	Seconds
KPI040	Web chat - CSR response speed	Average duration of the time a customer waited before the chat was answered per business day.	Web chat time when the chat session starts by a customer until a time when a live CSR engages the customer to resolve its issue or question.	Seconds

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI041	Web chat - average post-chat wrap up time	Average duration that an CSR took to complete post-chat items to notate the account per business day.	Time after customer disconnect until CSR is available.	Seconds
KPI042	Web chat- Average CSR availability	Percentage of time an CSR is available to take chat during a work shift per business day.	Time CSR is marked as available by the CSR for chats divided by time available for work on shift.	%
KPI043	Web chat speed of end-user response	Average speed for customer to respond to an CSR per business day. The time is measured after each CSR response until the time the customer responds.	Time elapsed after the CSR responds plus the total time the customer responds excluding disconnected sessions.	Seconds
KPI044	Web chat-speed of CSR response	Average of CSR response time to respond to a customer per business day. The time is measured after each customer response until the time the CSR responds.	Time when the customer makes a web chat inquired until the CSR provides a response to the customer.	Seconds
KPI045	Web chat Average number of parallel chats	Average number of concurrent chats per business day.	Number of concurrent active chat sessions divided [by the] total web chats handled by CSR per day.	Number of concurrent chats
KPI046	Web chat CSR utilization rate	Percentage of time CSR's are handling chats or completing work associated to chats per business day	Time available in web chat divided time available in day excluding training or planned offline times.	%

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
		divided by total time in shift performing other activities.		
KPI047	Web chat average wait time/time to first response	Average duration of the time a customer waited before the chat was answered by the CSR per business day.	Time customer starts chat session divided by total time when the CSR makes the chat available to the customer.	Seconds
KPI048	Web chat average time to resolution	Average duration that an CSR took to respond to a customer's chat per business day. This measure excludes post-chat time which is time to add notes to an account (if applies) or wrap up work.	Time from start of session until customer identifies that the issue is resolved, or customer disconnects whichever comes first.	Seconds
KPI049	Number of SMS chats offered	Total number of SMS chats offered per business day.	SMS chats offered by system.	Number
KPI050	Number of SMS chats answered	Total number of SMS chats answered per business day.	SMS chats answered by CSR.	Number
KPI051	Number of SMS chats abandoned	Total number of SMS chats abandoned per business day.	SMS chats disconnected by customer without resolution.	Number
KPI052	Average SMS Chat Handle	Average duration that an CSR took to handle a customer's chat per business day.	SMS chat length time plus after chat work time plus wrap up time	Seconds
KPI053	SMS chat - average CSR response speed	Average duration of the time a customer waited before the SMS chat was answered per business day.	Time customer waits once a web chat is opened until a CSR is available respond to the customer	Seconds

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI054	SMS Chat - average post-chat wrap up time	Average Duration that an CSR took to complete post-chat items to notate the per business day.	Time after customer disconnects chat until time CSR is available for another chat.	Seconds
KPI055	SMS Chat - average CSR availability	Percentage of time an CSR is available to take SMS chat per business day.	Time a CSR is available for a SMS chat divided by their entire shift time per business day.	%
KPI056	SMS chat - average speed of end-user response	Average speed for Customer to respond to an CSR per business day. The time begins after CSR response is received in the chat box.	Time elapsed after the CSR responds divided by total time the customer responds excluding disconnected SMS chats.	Seconds
KPI057	SMS chat – average speed of CSR response	Average of CSR response time to respond to a customer per business day. The time begins after customer response is received in the chat box.	Time when the customer inquiries until the CSR provides a complete response in a SMS chats.	Seconds
KPI058	SMS Chat - average number of parallel chats	Average number of concurrent chats per business day.	Number of concurrent active chat sessions divided total SMS chats handled by CSR per day.	%
KPI059	SMS Chat - CSR utilization rate	Percentage of time CSR's are handling chats or completing work associated to chats per business day.	Time available for SMS chat divided time available in day excluding training or planned offline times.	%

ID	Key Performance Measures	Definition	Formula	KPI Unit of Measure All intervals are 30-minute intervals unless specified otherwise.
KPI060	SMS Chat - average wait time/time to first response	Average duration of the time a customer waited before the chat was answered per business day.	Time customer starts SMS chat divided by total time when CSR makes the chat available.	%
KPI061	SMS Chat - average time to resolution	Average duration that an CSR took to respond to and resolve each customer's chat per business day. This measure excludes post-chat time which is time to add notes to an account (if applies) or wrap up work. Average duration based on a daily basis defined as work shift that an CSR took to respond to and resolve each customer's service request per business day. This measure includes all time to research, resolve and update the account which is time to add notes to an account (if applies) or wrap up work per each service request.	Time when the CSR is available to chat until the SMS chat ends by the customer. The Toll Collection System shall have a timeout parameter for inactivity. Number of service requests when the CSR is available to open a service request until the service request is completed with all items. The Toll Collection System shall have a timeout parameter for inactivity.	Seconds
KPI061	Number of Service Requests complete per day			Number of service requests completed.

The Vendor shall meet with the Department to discuss KPIs weekly, monthly, quarterly, and/or at such other frequency as directed by the Department. The FTE Project/Contract Manager will provide scorecard or other documentation to be completed by the Vendor prior to such meetings.

KPIs will not have associated Incentives or Disincentives. The Department will utilize these indicators to monitor the performance of the Vendor.

12.4 Customer Satisfactory Survey

The Department has developed a bank of proposed customer satisfaction surveys specific to each of the following outreach channels: walk-in, mail, phone, fax, Web, IVR, Mobile Application, Chat, and Emails. See "Exhibit F"- Proposed Customer Satisfaction Surveys for the proposed customer satisfaction surveys to be used to evaluate customer satisfaction or dissatisfaction regarding their experience with the CSC. The Vendor shall submit any proposed changes to the customer satisfaction survey to the Department in writing for its review and approval prior to implementation thereof.

The Department will select a customer satisfaction survey service for the Vendor to use during Phase 2 and 3. The Vendor shall be responsible and administer the customer satisfaction service ensuring that customers who receive service are provided the opportunity to complete a satisfaction survey. The Vendor shall provide all necessary information to the customer satisfaction survey service to enable it to survey users using automated survey tools. Surveys shall be sent customers and toll facility users within forty-eight hours after the conclusion of their customer experience, but not more than once every three months for any given customer. The customer experience may be directly following any contact to the CSC including phone, Walk-in Centers, email, text or chat and shall tailor the survey based on the contact channel.

All data provided by the customer satisfaction survey system is owned by the Department. The Vendor shall include the results of the customer satisfaction surveys in the Monthly Reports provided to the Department. The format and content of the customer satisfaction survey results provided by the Vendor with each Monthly Report will be approved by the Department during Phase 1 and updated by the Vendor and approved by the Department throughout the Term of the Contract.

At the commencement of Phase 2, the Department shall establish average customer satisfaction survey score for review and assessment of a Performance Measure by contact channel. The Department will determine the average customer satisfaction survey score will be established based on the system performance, Standard Operating Procedures, and input from the Vendor. The Department will re-evaluate and establish a new average customer satisfaction survey score after the completion of each Contract year based on the results from the previous Contract year. The Department will evaluate the average customer satisfaction survey score based on performance of previous years, and all Performance Measures available and update at its sole discretion. The Vendor shall use the results as training feedback for overall customer satisfaction.

The Vendor shall provide and execute corrective action plans in response to customer satisfaction survey service survey results through the Quality Plan. The corrective action plans shall be documented and updated in the Quality Plan and implemented in accordance with the Standard Operating Procedures.

The Department reserves the right to conduct customer satisfaction surveys by various other methods: mail, focus groups, phone interviews, observations, and automated surveys. The

Department will provide the Vendor with the results of these surveys, and to the extent any deficiencies are identified by the Department in such surveys, the Vendor shall, within five (5) business days its receipt of the assessment, develop and submit to the Department for its approval a corrective action plan to address and prevent reoccurrence of such deficiencies.

Customer satisfaction surveys will be used to determine the Vendor's eligibility for both Incentives and Disincentives as defined in Table 7- Summary of Performance Measures.

12.5 CSR Evaluations

The Department shall have the right to monitor and/or review any calls made or received by any CSR in connection with this Contract, and to otherwise conduct assessments of CSRs at any time for purposes of evaluating and improving customer service and verifying compliance with the terms of this Contract. The Vendor shall, upon request by the Department, provide the Department with access to live CSR call audio and recorded CSR call audio files for Department personnel to conduct these assessments, and the Vendor shall otherwise cooperate with the Department in the completion of such assessments. The Department shall also have the right to remotely monitor any remote workforce operations (if applicable) CSR using Vendor provided monitoring solutions to determine if the CSR's are following all policies, procedures, and requirements. The Department will provide the Vendor with the results of each completed assessment, and to the extent any deficiencies are identified by the Department in such assessment, the Vendor shall, within five (5) business days its receipt of the assessment, develop and submit to the Department for its approval a corrective action plan to address and prevent reoccurrence of such deficiencies.

The Vendor shall provide tools to the Department to help randomize the selection of its calls and CSR's for monitoring. The Department reserves the right to calibrate quality expectations (calibrate means that the Department will use the CSR-evaluated call and monitoring form that the Vendor used and conduct an independent evaluation and compare the two (2) results) with the Contractor at the Department's discretion. The Vendor shall provide daily monitoring results through the KPI's reporting mechanism.

The Vendor shall perform CSR reviews per the Toll Collection System Business Rules and Standard Operating Procedures defined by the Department, which includes, but is not limited to; daily, monthly, semi-annual, and annually. The Vendor shall make the results of the CSR reviews knowledge of the Toll Collection System Business Rules and Standard Operating Procedures and information available to the Department upon request. The Vendor will be subject to Disincentives for meeting the requirements described above related to CSR Evaluations.

12.6 Summary of Performance Measures Table

The table set forth below contains a summary of all the Performance Measures described in this Section. The Department may from time to time have the need to add or modify to this table. Such additions and deletions to Performance Measures will be done by a Supplemental Agreement.

The number of points listed in the table is the maximum number of noncompliance points that may be assessed for each failed instance of the Performance Measures.

Table 7- Summary of Performance Measures

Performance Measure	Benchmark	Frequency	Incentive Criteria	Performance Measures Adjustment - Incentive	Disincentive Criteria	Performance Measures Adjustment – Disincentive
Semi-Annual Evaluation. Section 12.1	A Semi-Annual Evaluation Score between 75-90	Semi-Annual	A Semi-Annual Evaluation Score greater than 90	0.5% of the prior month Fixed Payment for each point above the Incentive criteria, not to exceed 3% of the prior month Fixed Payments	A composite annual score less than 75 or any annual composite individual score less than 15	Right to terminate Contract
Retention Program. Section 7.7.4	Implement and maintain a Pay for Performance Program	Recurring	Measured as part of the Semi-Annual Evaluation	N/A	Measured as part of the Semi-Annual Evaluation	N/A
Incentive Program. Section 7.7.5	Implement and maintain an incentive program	Recurring	Measured as part of the Semi-Annual Evaluation	N/A	Measured as part of the Semi-Annual Evaluation	N/A
Service Level Agreements. Section 12.2	See Section 12.2	Monthly	See Section 12.2	1 Compliance credit, for each SLA metric achieved	See Section 12.2 of the Scope of Services	1 Non-compliance point for each SLA metric not achieved.
Customer Satisfaction Survey. Section 12.4	Achieve the average user customer satisfaction survey score goal by the Department in a quarter throughout	Quarterly	For two consecutive quarters with average customer satisfaction	0.5% of the prior month Fixed Payment for each point above the Incentive Criteria, not to exceed 3%	For every quarter with average customer satisfaction survey score	10 Non-compliance points

Performance Measure	Benchmark	Frequency	Incentive Criteria	Performance Measures Adjustment - Incentive	Disincentive Criteria	Performance Measures Adjustment – Disincentive
	the Term of the Contract.		survey score greater than 10 points above the Benchmark established for this Performance Measure.	of the prior month Fixed Payment.	below the Benchmark established for this Performance Measure.	
CSR Evaluations Section 12.5 of the Scope of Services	Provide written recommended action plan to address deficiencies found during a CSR evaluation within five (5) business days after Department's communication to the Vendor of the CSR evaluation.	As needed.	N/A	N/A	Failure to submit written action plan within the timeframe specified in the Benchmark	5 Non-compliance Points for each business day after the timeframe specified in the Benchmark
	Implement the recommended action plan within five (5) business days after Department's communication	As needed	N/A	N/A	Failure to implement the recommended action plan within the timeframe specified in the Benchmark	5 Non-compliance Points for each day after the timeframe specified in the Benchmark
	Maintain all Key Personnel as	Recurring	N/A	N/A	Failure to maintain all	15 Non-compliance

Performance Measure	Benchmark	Frequency	Incentive Criteria	Performance Measures Adjustment - Incentive	Disincentive Criteria	Performance Measures Adjustment – Disincentive
Staffing and Key Personnel. Sections 8 and 7.7	approved by the Department for a period longer than three months				Key Personnel for the timeframe specified in the Benchmark	Points per each week per each Key Personnel after the timeframe specified in the Benchmark
	Complete staff screening in accordance with the approved screening procedure	Recurring	N/A	N/A	Failure to complete staff screening in accordance with the approved screening procedure	2 Non-compliance Points per failure
	Assignment of all staff to perform Contract work meeting the minimum qualification requirements of the position	Recurring	N/A	N/A	Assignment of any staff member to perform Contract work without meeting the minimum qualification requirements of the position	2 Non-compliance Points per individual. 5 Non-compliance Points for failure to remove nonqualified personnel within ten (10) business days of notification.
	Provide additional staff within 4 hours	As Needed	N/A	N/A	Failure to provide	2 Non-compliance

Performance Measure	Benchmark	Frequency	Incentive Criteria	Performance Measures Adjustment - Incentive	Disincentive Criteria	Performance Measures Adjustment – Disincentive
	in accordance with Section 10 to address unanticipated CSC volumes.				additional staff as requested by the Department within the timeframe specified in the Benchmark	points for each hour after the timeframe specified in the Benchmark
Document Deliverables	Submit all Document Deliverables by the due date and updates required as stated in the Scope of Services	Recurring	N/A	N/A	Failure to submit any document described in the Benchmark within the timeframe specified in the Benchmark	2 Non-compliance points per each document and per each day after the timeframe specified in the Benchmark
	Submit the Monthly Report by the due date	Monthly	N/A	N/A	Failure to submit the Monthly Report within the timeframe specified in the Benchmark	2 Non-compliance points per each day after the timeframe specified in the Benchmark
Business Continuity	Achieve continuity of services within the maximum recovery times specified by the Business Continuity Plan	Per Event	N/A	N/A	Failure to meet the maximum recovery times specified in the Benchmark	2 Non-compliance points per each event where recovery time not met and per

Performance Measure	Benchmark	Frequency	Incentive Criteria	Performance Measures Adjustment - Incentive	Disincentive Criteria	Performance Measures Adjustment – Disincentive
						each hour after the timeframe specified in the Benchmark
	Conduct a yearly exercise to test and validate the Business Continuity Plan	Annually	N/A	N/A	Failure to conduct the yearly exercise specified in the Benchmark	Right to terminate Contract
Payment Card Industry (PCI-DSS) Compliance – Section 7.0	Participate in a yearly PCI-DSS Compliance audit.	Annually	N/A	N/A	<ol style="list-style-type: none"> 1) Failure to participate in accordance with the Department scheduled assessment. 2) Failure to provide documents required for PCI-DSS compliance within 2 business days upon request. 3) Failure to provide 	5 Non-compliance points per each day AND each item after the timeframe specified in the Benchmark.

Performance Measure	Benchmark	Frequency	Incentive Criteria	Performance Measures Adjustment - Incentive	Disincentive Criteria	Performance Measures Adjustment – Disincentive
					remediation plan and cure Vendor issues identified by the PCI-DSS annual compliance audit within time specified in the Department remediation plan.	

13 OPERATIONS EFFICIENCIES AND CUSTOMER SERVICES ENHANCEMENT INITIATIVES

13.1 Intent and Objective

This section applies to any operations efficiencies and customer service enhancements initiatives that the Vendor initiates and develops, following the submission of technical and price proposals, for the purpose of increasing cost effectiveness or improving the quality of customer service. The Vendor shall participate in a mandatory cost savings initiative workshop ("Workshop") to discuss potential cost savings and/or customer service enhancement initiatives ("Initiatives") within one hundred eighty (180) calendar days following the issuance of NTP of Phase 1, and the Vendor shall continue to participate in Workshops on an annual basis thereafter for the remainder of the Contract Term. The Department may, in its sole discretion, elect to not hold a Workshop in any given year, and such action by the Department shall not be deemed a waiver of the Vendor's obligation to participate in any Workshops in subsequent years throughout the duration of this Contract.

The Department will consider Initiatives, not previously accounted for in Vendor's Price Proposal, that it determines will result in net savings to the Department (by providing a decrease in the cost of this Contract). Initiatives must result in savings without impairing the performance of services required under this Contract.

13.2 Data Requirements

For each Initiative, the Vendor shall submit the following information to the Department for its review:

- A description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages.
- Separate detailed cost estimates for both the existing Contract requirement and the proposed change. Cost estimates shall be based upon actual materials equipment, and labor costs. Lump sum estimates will not be accepted.
- A document identifying the proposed changes, deletions or additions to the Contract Documents, Standard Operating Procedures, and technical statements that are required to implement the Initiative.
- Studies, white papers, customer engagement surveys or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department elects to implement the Initiative, along with the Vendor's proposed method describing how such changes can be implemented and an assessment of the effect such changes may have on other project elements. The Department may require that a business analysis be performed by a prequalified consultant in the applicable class of work.
- The date by which the Department must approve the Initiative to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
- A revised Project Schedule that would be followed upon approval of the Initiative. The revised Project Schedule shall include submittal dates and review time for the Department.
- Any other information requested by the Department.

13.3 Processing Procedure

Initiatives shall be submitted by the Vendor to the FTE Project/Contract Manager (or his/her designee) for the Department's review. The Department, at its sole discretion, will evaluate each proposed Initiative submitted by the Vendor; however, the Department shall be under no obligation to accept and/or implement any such proposed Initiative. The Department shall not be responsible for any costs incurred by the Vendor in the development/submission of any proposed Initiative. No proposed Initiative shall be implemented without the Department's prior written approval, which may be withheld by the Department at its sole discretion.

13.4 Computations for Cost Savings and Sharing Arrangements

If an Initiative is adopted, the Vendor's share receives 50% of the net reduction of the net reduction in the cost of performance of the Contract as determined by the supplemental agreement between the Vendor and the Department and updating Exhibit C- Price Forms. The Department reserves the right to revert to the prior agreement within 6 months after the implementation. If the cost savings are not realized, the Vendor shall work with the Department to develop and implement the plan to revert to the prior agreement.

13.5 Notice of Intellectual Property Interests

The Vendor's Initiatives submittal shall identify with specificity any and all forms of intellectual property rights that either the Vendor or any officer, shareholder, employee, consultant or affiliate of the Vendor, or any other entity who contributed in any measure to the substance of the Vendor's Technical Initiatives development, have or may have that are in whole or in part implicated in the Initiatives. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Vendor or others in the future.

13.6 Department's Future Rights to an Initiative

Vendor hereby grants to the Department a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Initiatives on any and all other Department projects.

Vendor shall hold harmless, indemnify and defend the Department and its Vendors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Vendor, unless the Department has by express written exception in the Initiatives acceptance process specifically released the Vendor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

14 ADDITIONAL SERVICES

Additional services may be included on an as-needed basis, as determined solely by the Department, during the term of this Contract. Any additional services, including those described below (collectively referred to as "Optional Services"), require execution of a Supplemental Agreement executed by the Department and the Vendor, and the Vendor shall not commence such additional services prior to issuance of a Notice to Proceed for such additional services.

14.1 Special Events Staffing Support

Special events staffing support services shall be provided by the Vendor on an as-needed basis as determined by the Department. The Vendor shall provide hourly rates for the positions listed in Table 6 of Exhibit "C," Price Proposal for providing staffing support for special events. Compensation for these services will be paid in accordance with Exhibit "B," Method of Compensation. Travel expenses incurred by the Vendor in connection with the provision of these services for which the Vendor seeks reimbursement must be documented by the Vendor and submitted to the Department for its review using the travel reimbursement form provided by the Department.

14.2 Image verification services

Image review services shall be provided by the Vendor on an as-needed basis as determined by the Department. Compensation for these services will be paid in accordance with Exhibit "B," Method of Compensation.

14.3 Outbound correspondence services

Outbound correspondence services shall be provided by the Vendor on an as-needed basis as determined by the Department. Compensation for these services will be paid in accordance with Exhibit "B," Method of Compensation.

15 INSURANCE

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

- Commercial general liability insurance covering against loss or liability for bodily injury and/or death of any person(s), and for damage and/or destruction of property occasioned by or arising out of the Vendor's use, occupancy, operation, or maintenance of the CSC Facilities, with limits of coverage in an amount not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) per occurrence. Such coverage shall include advertising liability, damage by fire and lightning, personal injury, contractual liability, ongoing operations, and products-completed operations coverages.
- In addition to the primary coverage listed above, the Vendor shall keep and maintain an umbrella or excess liability policy of not less than TEN MILLION DOLLARS 00/100 (\$10,000,000.00) per occurrence and subject to the same aggregate over the automobile liability, employer's liability, and commercial general liability coverage.

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

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- Builder's risk insurance during construction of CSC Facilities improvements with coverage in an amount not less than 100% of the replacement cost of any improvement constructed by or on behalf of the Vendor at the Facility.
 - Property insurance covering the CSC Facilities and other improvements, including the contents thereof. Such insurance shall be "all risk" coverage without exclusion on a replacement cost basis and provided to the Department in such form as is acceptable to the Department. Such insurance shall name the Department as a loss payee, and proceeds shall be payable, in case of loss, to the Department and the Vendor as their interests may appear.
 - Fidelity Insurance – Crime Insurance insuring against all causes of loss of money, credit card, electronic funds and securities of the Department that are in the care, custody and control of the Vendor. The policy shall provide a minimum limit FIVE MILLION DOLLARS AND 00/100 (\$5,000,000.00) for each occurrence.

Providing and maintaining each insurance coverage above are each a material obligation of the Vendor. All of the policies of insurance providing the coverages required under this Contract must relate only to obligations and liabilities under, or in connection with, the Contract and shall not cover facilities or liabilities that are unrelated to this Contract. The limits of coverage under each policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract. The Department shall be named as an additional insured on all such insurance described hereinabove, except for workers' compensation insurance. Coverage afforded to the Department as an additional insured shall include a waiver of subrogation in favor of the Department, be primary to, and not be excess to or contributory with, any self-insurance or insurance policies carried by the Department, and shall not be more restrictive than the coverage afforded to the named insured.

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

The Department reserves the right to review all insurance coverage and amounts of insurance coverage at any time and to require the Vendor to adjust the insurance coverage and amounts of insurance coverage based on industry standards for contracts of this size and type. The Vendor shall timely pay all premiums and deductibles when due for all insurance coverage required herein. No insurance policy described herein may contain or be subject to a Retention or a Self-Insured

Retention. The Department shall be notified in writing within ten (10) calendar days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein.

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

The Vendor shall not commence any work under this Contract until it has obtained the insurance coverages described herein, and a certificate of such insurance has been received and approved by the Department.

16 DEFAULT OF VENDOR

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

- The Vendor fails to submit acceptable Document Deliverables to the Department on a timely basis.
- The Vendor fails or refuses, except in cases for which an extension of time is provided by the Department, to supply enough qualified workers or proper materials to perform the services as required under this Contract.
- The Vendor (i) makes application for, consents to, or suffers the appointment of a receiver, trustee, or liquidator of its assets; (ii) has assigned proceeds received from this Contract for the benefit of creditors; (iii) admitted in writing its inability to pay its debts or its willingness to be adjudged bankrupt; (iv) become unable to pay its debts as they mature; (v) been adjudged bankrupt; or (vi) filed a voluntary petition or is the subject of an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless, in the case of an involuntary petition, the same is dismissed within ninety (90) calendar days of such filing).
- The Vendor fails to maintain insurance policies and coverages or fails to provide proof of insurance or copies of insurance policies, as required by this Contract.
- The Vendor fails to comply with the background check, screening, and/or recruiting requirements described in this Contract.
- Any warranty, representation, certification, financial statement, or other information made or furnished to induce the Department to enter into this Contract or made or furnished at any time during the Term of the Contract by the Vendor, proves to have been false or misleading when made.
- Any violation by the Vendor of applicable laws, rules, or regulations.
- The Vendor fails to obtain the approval of the Department where required by this Contract.

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- The Vendor's audited financial statements or those of its parent company submitted to the Department do not fairly represent the Vendor or its parent's true financial position.
 - The Vendor has failed in the representation of any warranties stated in this Contract.
 - The Vendor makes a statement to any representative of the Department indicating that the Vendor cannot or will not perform any one or more of its obligations under this Contract.
 - The suspension or revocation of any license, permit, or registration necessary for the performance of the Vendor's obligations under this Contract.
 - The Vendor fails to make payment of any amounts due by the Vendor to the Department under the terms of this Contract.
 - Any other event described in a provision of this Contract as constituting a default.

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

16.1 Remedies Upon Vendor's Default

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

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

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

This Section 16.1 shall survive termination, cancellation, or expiration of this Contract.

16.2 Department's Access to Equipment and Hold Harmless

The Vendor will ensure that any lease or other agreement executed by the Vendor for any CSC Facility include a clause to granting the Department an unrestricted right to access and remove all equipment owned by the Department during the Term of the Contract. The Vendor shall indemnify, defend, save, and hold harmless the Department and all of its officers, agents, and employees from any and all third-party claims resulting in actual losses, damages, costs, claims, demands, suits, judgments, fines, penalties, and reasonable attorneys' fees (including appellate and regulatory attorneys' fees) of any kind or nature, to the extent arising directly out of any act, error, omission, or negligence by or through the Vendor or its employees, agents, contractors, subcontractors, or landlords made in connection with the Vendor's use of the CSC Facilities, or any part thereof. In no event shall the requirements of this Section be construed to provide an independent legal basis to hold the Vendor or the Department liable to any other person or entity for any damages, whether direct, indirect, punitive, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) and whether arising in contract, tort or otherwise. Nothing in this Section shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and the laws of the State of Florida.

17 INTELLECTUAL PROPERTY

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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



ATTACHMENTS

DOT-RFP-21-8019-SM

CUSTOMER SERVICE OPERATIONS

FLORIDA'S TURNPIKE ENTERPRISE

FPID: 446410-1-93-01

ATTACHMENT "A"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20_____

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the month of _____, 20_____

(State)

(Zip)

As prime contractor for the above referenced Contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this Contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution*)

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "B"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPI No.: _____

Project Description _____

Contractor _____

Contract Date _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named Contract and all Amendments and Supplements thereto have been completed in accordance with the requirements of said Contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print/Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

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

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

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

Exhibit "B"
Method of Compensation

DOT-RFP-21-8019-SM
FPID: 446410-1-93-01

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Exhibit "B"

Method of Compensation

Customer Service Operations

1. PURPOSE

This Exhibit "B," Method of Compensation defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A," Scope of Services, and the method by which payments shall be made. It is supported by information in Exhibit "C," Price Proposal.

2. TERMS AND DEFINITIONS

Whenever used in this Exhibit or in any other part of the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof. Capitalized terms within this Exhibit that are not defined have the meaning ascribed to them in Exhibit "A," Scope of Services.

Actual Volume is defined as the average monthly volume observed during the most recently completed year (period of 365 days) of the Operations Phase for either a Fixed Activity Line or a Variable Activity Line under measurement as calculated by the Department.

Base Volume shall be calculated as follows: i) for the first year of the Operations Phase, the monthly volume for the specific Fixed Activity Line or Variable Activity Line under measurement as listed in Table 3 or Table 5 of Exhibit "C," Price Proposal respectively; and ii) for any other calculation period, the average monthly volume for the specific Fixed Activity Line or Variable Activity Line under measurement as observed during the prior year or any other average monthly volume as agreed between the parties during the prior period calculation.

CAST Account is defined in Exhibit "A," Scope of Services as a Commercial Account having more than 100 vehicles assigned to it that requires specific and dedicated support teams to manage. CAST stands for Commercial Account Support Team.

CPI Adjustment Factor: The CPI Adjustment Factor will be based on the percentage increase/decrease in the Consumer Price Index for All Urban Wage Earners and Clerical Workers (CPI-W), All City Average, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics, for which the base year is 1982-1984 = 100, or if such publication ceases to exist a comparable index agreed upon by the Department and the Vendor. If such index is revised so that the base year differs from that set forth above, the Consumer Price Index shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics. If the Bureau of Labor Statistics otherwise alters its method of calculating such index, the Department and Vendor shall mutually determine appropriate adjustments in the affected index. The initial percentage increase/decrease in the Consumer Price Index will be based on the percentage change from the month two months prior to the beginning of the Operations Phase and the corresponding month from the prior year. The percentage change in the Consumer Price Index shall be calculated in this matter annually and on an unrounded basis.

Financial Exception Processing includes account and transaction adjustments, refunds, payment reversals, and account credits known as "Adjustments" herein and as defined in Exhibit "A," Scope of Services. The Vendor is responsible for processing account Adjustments in accordance with Department approved Standard Operating Procedures as defined in Exhibit "A," Scope of Services.

Fixed Activity Line means the service activities that are required to be provided by the Vendor and included within the price proposal forms as provided in Table 3 of Exhibit "C," Price Proposal.

Fixed Costs means the service activities that are required to be provided by the Vendor and included within the price proposal forms as provided in Table 2 of Exhibit "C," Price Proposal. All annual costs shall be equally divided by twelve and included on their respective lines in Table 2 of Exhibit "C," "Price Proposal.

Initiatives Any operations efficiencies and customer service enhancements proposal as defined in Exhibit "A," Scope of Services.

Operations Phase The period of time that the Vendor provides Customer Service Operations. This phase includes both Phase 2 and Phase 3. Operations Phase begins at the commencement of the Vendor providing Customer Service Operations and ends at the end of Contract.

Pass-Through Activity: The following services will constitute the Pass-Through Activities and will be included in the Pass-Through Payment:

- Primary CSC Costs – as defined in Exhibit "A," Scope of Services
- IVR System – as defined in Exhibit "A," Scope of Services to include all implementation costs (products and services) as well as recurring monthly usage fees.
- Postage (at the Department's option) – actual cost of postage for mailing outbound correspondence if directed to do so in accordance with Section 5 Optional Services of this Exhibit.
- Shadow Mode Operations – as defined in Exhibit "A," Scope of Services, to compensate for additional resources brought on during Phase 2.

Pass-Through Payment: Payment to the Vendor for properly documented costs associated with Pass-Through Activities during all Phases as described in Section 3.1.3 and 3.2.2 of this Exhibit.

Variable Activity Line means the service activities that are required to be provided by the Vendor that may vary throughout the year creating costs to be incurred, directly and proportionally with the level of effort of the Vendor and included within the Proposer's Price Proposal Forms as provided in Table 5 of Exhibit "C," Price Proposal. Only the following services will constitute the Variable Activity Lines and will be eligible for the Variable payment as described in Section 3.2.3 below:

- CAST Accounts – For all operational costs (labor, materials and equipment) necessary to proactively manage CAST accounts with dedicated support team.
- Financial Exceptions and Adjustments - For all operational costs (labor, materials and equipment) necessary to process chargebacks, refunds, and other financial exceptions.

Vendor's Unit Price: For each Fixed Activity Line, the unitary price included in Table 3 of Exhibit "C," Price Proposal or for each Variable Activity Line the unitary price included in Table 5 of Exhibit "C," Price Proposal.

3. COMPENSATION

The Vendor shall provide customer service operations as further described in Exhibit "A," Scope of Services to support toll operations for the Department over the duration of the Contract, split between the three phases indicated in Exhibit "A," Scope of Services.

3.1. Phase 1 Payments

The Vendor's compensation for delivering the services during Phase 1 will be based on a combination of Fixed Monthly Payments, applicable Milestone Payments, and applicable Pass-Through Payments. The Vendor shall not be entitled to any other form of payment in connection with its performance of work during this phase.

3.1.1.Fixed Monthly Payments

Commencing on the first business day of the first month after the execution of the Contract, the Department shall pay to the Vendor on each calendar month an amount equal to **\$20,000.00** until the commencement

of Phase 2. Compensation is for the coordination, planning and testing activities described in Exhibit "A," Scope of Services. The payment amount described herein will be paid in equal instalments of \$20,000.00 for each month of Phase 1. If this period of time begins or ends on a day following the first day of a month or before the last day of a month, the Fixed Monthly Payment will be prorated based on the number of calendar days applicable for that given month divided by the number of calendar days in the month.

3.1.2.Milestone Payments

- a) The Department agrees to pay, in accordance with this Section 3.1.2, Milestone Payments for the Vendor's performance of implementation activities. The Vendor will provide an agreed to Project Schedule as part of its Technical Proposal for the Department's review and approval that incorporates the anticipated delivery of documents and completion of the Milestones described in Table 1 – Milestone Payment Information below. The Project Schedule shall include two 10 business-day Department review cycles of each deliverable. Each deliverable shall be provided by the Vendor to the Department in a staggered approach for review. The Milestones and corresponding Milestone Completion Criteria are set forth in Table 1 below. The Vendor may qualify for Milestone Payments in Phase 1, Phase 2, and Phase 3 of this Contract. The Vendor will include a lump sum amount for completion of each Milestone with the submission of its Price Proposal in Table 1 of Exhibit "C," Price Proposal.

Table 1. Milestone Payment Information

Milestone	Milestone Completion Criteria
Milestone 1	<ul style="list-style-type: none"> • Develop, submit, and obtain the Department's approval of the Project Management Plan, Staffing Plan, and Quality Management Plan. • Review and comment on use cases and workflows for customer service operations. Provide comment logs for Department review. • Review and update Standard Operating Procedures (SOPs) for Phase 2, submit and obtain approval of the updated SOPs from the Department. • Develop, submit, and obtain approval from the Department for the Transition Plan. • Develop, submit, and obtain approval from the Department for the Training Materials for Phase 2. • Develop and submit three proposed Primary CSC locations
Milestone 2	<ul style="list-style-type: none"> • Work with the Department to develop required operations data dashboards and reports to operate the CSC Facilities for Phase 2. • Develop, assemble, and submit evidence (such as system reports and backup information gathered by the Vendor) to calculate monthly KPI's and SLA's as outlined in Exhibit A for Phase 2. • Develop, submit, and obtain approval from the Department for Vendor operational readiness demonstration criteria with the existing account management system as part of the Transition Plan Update. • Participate in an operational readiness demonstration and achieve readiness to begin Phase 2 as approved by the Department. • Develop, submit, and obtain approval from the Department for the Business Continuity Plan and conduct exercise at least 30 calendar days prior to the beginning of Phase 2. • Update the Staffing Plan, Quality Plan, Project Management plan, Transition Plan, Training Plan, SOPs, and the Project Schedule for review and approval by

	<p>the Department. Plans must be updated at least 180 calendar days prior to the beginning of Phase 2.</p> <ul style="list-style-type: none"> • Provide the Department with a copy of the executed Lease or title to the Department approved Primary CSC.
Milestone 3	<ul style="list-style-type: none"> • Actively participate in all nBOS CBO testing phases including readiness and transition to production. • Work with the Department to develop required operations data dashboards and reports to operate the CSC Facilities for the Phase 3. • Develop, assemble, and submit evidence (such as system reports and backup information gathered by the Vendor) to calculate monthly KPI's and SLA's as outlined in Exhibit A for Phase 3. • Develop, submit, and obtain approval for Vendor operational readiness demonstration criteria with the nBOS CBO as part of the Transition Plan Update. • Participate in an operational readiness demonstration and achieve readiness for Phase 3 as approved by the Department. • Identify report changes, review as-build design and provide a prioritized list and recommended improvements to increase operations efficiencies. • Update the Staffing Plan, Quality Plan, SOPs, Training Plan, Business Continuity and Project Management Plan for review and approval by the Department. Plans must be updated at least 180 calendar days prior to beginning Phase 3.

- b) The Vendor shall notify the Department in writing upon its determination that it has achieved a Milestone. Such notice shall identify the Milestone by name (see Table 1) and contain information sufficient (as required by the Department) for the Department to determine whether the Vendor has satisfied each of the Milestone Completion Criteria for that Milestone.
- c) The FTE Project/Contract Manager will notify the Vendor in writing if the Department determines that Vendor has satisfied all Milestone Completion Criteria for a Milestone. The Vendor must include a copy of such written notification as part of its request for payment for the Milestone.

If the Department determines that Vendor has failed to satisfy all Milestone Completion Criteria for a Milestone or that Vendor has failed to provide sufficient information for the Department to assess satisfaction of all Milestone Completion Criteria, the Department will notify Vendor of such failure in writing. Promptly after receiving such notice, Vendor shall work to correct the noted deficiency(ies) at no additional cost or expense to the Department. Upon completion of such corrections, Vendor shall notify the Department in writing of its determination that it has achieved the Milestone. The Parties shall repeat the process described in Section 3.1.2 (b) above and this Section 3.1.2 (c) as necessary for a particular Milestone until the Department determines that Vendor has satisfied the Milestone Completion Criteria and achieved the Milestone.

3.1.3.Pass-Through Payment

- a) The Department shall pay to the Vendor for each calendar month an amount equal to the properly documented costs incurred by the Vendor in relation to any Pass-Through Activity.
- b) The Vendor will promptly provide the Department with the original third-party invoice for such expense, together with a statement that the Vendor has reviewed the invoiced charges and made a determination of which charges are proper and valid. The Vendor will pay the amounts due and will

invoice the Department for such charges at cost as part of the Monthly Invoice. The Vendor will use commercially reasonable efforts to minimize the amount of Pass-Through Activities. The Department will only pay for the invoice amount without past due balances or late fees.

- c) The Vendor will provide current pricing for the proposed IVR System within their Proposal in Table 4 of Exhibit "C," Price Proposal. Vendor will provide a price both for managing the transition from the existing IVR System and implementing the proposed solution and any/all recurring monthly costs associated with operating and maintaining the proposed IVR System.

3.2. Phase 2 and 3 (Operations Phase) Payments

The Vendor's compensation for delivering the services during the Operations Phase (inclusive of Phase 2 and 3) will be based on a combination of Fixed Payments, Pass-Through Payments, Variable Payments, with the potential for an Operational Efficiencies Payment, as applicable, with the potential for Milestone Payments, as applicable, and subject to the Performance Measures Adjustments as described below. The formula for Operations Phase payments is as follows:

Monthly Invoice = Fixed Payment + Pass-Through Payment + Variable Payment + Operational Efficiencies Payment (if applicable) + Performance Measures Adjustments + Milestones (if applicable)

3.2.1. Fixed Payment

- a) Commencing on the first month after the commencement of the Operations Phase, the Department shall pay to the Vendor on each calendar month an amount equal to the Fixed Payment as calculated below for the remainder of the Operations Phase, subject to any adjustments derived from the Fixed Payment Recalibration Amount as described in paragraphs c), d), and e) below, as compensation for the maintenance and operational activities described in Exhibit "A," Scope of Services.

The Fixed Payment shall be calculated as follows:

Total Fixed Costs as submitted by the Vendor in their Price Proposal in Table 2 of Exhibit C + Total Fixed Activity Lines Cost as submitted by the Vendor on their Price Proposal in Table 3 of Exhibit C + Fixed Payment Recalibration Amount

The Vendor acknowledges and agrees that the Fixed Payment includes the Vendor's Fixed Costs incurred as part of the normal operation of the CSC Facilities and identified in Table 2 of Exhibit "C," Price Proposal. Annual Vendor costs for participation in PCI DSS Compliance audits and for bonds and insurance premiums shall be equally divided by twelve and included in their respective lines of Table 2 of Exhibit "C".

The Vendor further acknowledges and agrees that the Fixed Payment also includes the sum of Vendor's costs to provide the Base Volume of services for each Fixed Activity Line in Table 3 of Exhibit "C," Price Proposal (Fixed Activity Lines).

- b) The Fixed Payment will be paid in equal instalments of the amount calculated in Section 3.2.1 a) for each month of the Operations Phase. If the Operations Phase begins or ends on a day following the first day of a month or before the last day of a month, the amount calculated above in Section 3.2.1 a) will be prorated based on the number of calendar days the Operations Phase is in effect for that given month divided by the number of calendar days in the month.
- c) On each anniversary of the commencement of the Operations Phase, the Department will compare the Actual Volume to the Base Volume for each Fixed Activity Line and the Fixed Payment (considering any prior increase or decrease resulting from any other Fixed Payment Recalibration Amount) for the following year shall be increased or decreased by the Fixed Payment Recalibration Amount as calculated in paragraphs d) and e), below.

- d) If the Actual Volume exceeds the Base Volume for any Fixed Activity Line, the Fixed Payment (considering any prior increase or decrease resulting from any other Fixed Payment Recalibration Amount) for the following year shall be increased for the excess of such Fixed Activity Line. If the Actual Volume of Fixed Activity Lines is less than the Base Volume of Fixed Activity Lines for any Fixed Activity Line, the Fixed Payment (considering any prior increase or decrease resulting from any other Fixed Payment Recalibration Amount) for the following year shall be decreased for the reduction of such Fixed Activity Line. The addition of these adjustments would be the Fixed Payment Recalibration Amount.
- e) The Fixed Payment Recalibration Amount shall be calculated as follows:
Fixed Payment Recalibration Amount = \sum Individual Fixed Payment Recalibration Amount
The following formula shall be applied to determine the Individual Fixed Payment Recalibration Amount for each Fixed Activity Line: (Actual Volume – Base Volume) x Vendor's Unit Price for such specific Fixed Activity Line.
- f) The Department, in its sole discretion, may decide not to reduce the Base Volume of Services irrespective of movements in the Actual Volume. The Department shall not adjust the Base Volume to an amount lower than the Actual Volume for a given year.
- g) In the event the Actual Volume increases due to the fault of the Vendor, the Vendor will not be compensated through the Fixed Payment Recalibration Amount for months where the fault occurred and resulted in the Actual Volume exceeding the Base Volume. The Base Volume for the following year will exclude months with increased Actual Volume due to the fault of the Vendor. If the Department is unable to discern the amount of increased Actual Volume directly attributed to Vendor fault, the Department may use the Base Volume originally included in Exhibit "C," Price Proposal.

3.2.2.Pass-Through Payment

- a) Commencing on the first month after the commencement of the Operations Phase, the Department shall pay to the Vendor for each calendar month an amount equal to the properly documented costs incurred by the Vendor in relation to any Pass-Through Activity.
- b) The Vendor will promptly provide the Department with the original third-party invoice for such expense, together with a statement that the Vendor has reviewed the invoiced charges and made a determination of which charges are proper and valid. The Vendor will pay the amounts due and will invoice the Department for such charges at cost as part of the Monthly Invoice. The Vendor will use commercially reasonable efforts to minimize the amount of Pass-Through Activities. The Department will only pay for the invoice amount without past due balances or late fees.
- c) The Vendor will provide current pricing for the proposed IVR System within their Proposal in Table 4 of Exhibit "C," Price Proposal. Vendor will provide a price both for managing the transition from the existing IVR System and implementing the proposed solution and any/all recurring monthly costs associated with operating and maintaining the proposed IVR System.

3.2.3.Variable Payment

- a) Commencing on the first day after the first full month after the commencement of the Operations Phase, the Department shall pay to the Vendor on each calendar month an amount equal to the Variable Payment as calculated below for the remainder of the Operations phase, subject to any adjustments derived from the Variable Payment Recalibration Amount as described in paragraphs b and c below, as compensation for the maintenance and operational activities described in Exhibit "A," Scope of Services.

The Variable Payment shall be calculated as follows:

Total Variable Activity Lines Cost as submitted by the Vendor on their Price Proposal in Table 5 of Exhibit C + Variable Payment Recalibration Amount

The Vendor acknowledges and agrees that the Variable Payment includes the sum of Vendor's costs to provide services for each Variable Activity Line in Table 5 of Exhibit "C," Price Proposal (Variable Activity Lines).

- b) The Variable Payment Recalibration Amount will be calculated monthly following the formula below:

Variable Payment Recalibration Amount = \sum Individual Variable Payment Recalibration Amounts

The following formula shall be applied to determine the Individual Variable Payment Recalibration Amounts for each Variable Activity Line: (Actual Volume – Base Volume) x Unit Price for such Variable Activity Line.

- c) The Department, in its sole discretion, may decide not to increase the Variable Payment if it is determined that Actual Volumes increased due to actions taken by the Vendor.

3.2.4.Operational Efficiencies Payment

- a) The Department encourages the Vendor to identify and propose initiatives as described in Exhibit "A," Scope of Services. Vendor will be compensated for Initiatives accepted by the Department and implemented by the Vendor. Compensation for such Initiatives will be proposed by the Vendor and reviewed and approved by the Department. At its sole discretion, the Department may accept the Initiatives and may review and accept the estimated net savings and the computation mechanism proposed by the Vendor.
- b) Compensation for any Initiatives approved by the Department will be paid on a monthly basis. The monthly compensation to the Vendor will be equal to 50% of the net savings observed and realized within the corresponding month.
- c) If any of these Initiatives involves an efficiency measure related with any Fixed Activity Line and the volume of such Fixed Activity Line is affected by the adjustment mechanism described in Sections 3.2.1 c), d) and e), those adjustments in volume shall be considered in the calculation of the net savings.

3.2.5.Milestone Payments

- a) The Department agrees to pay, in accordance with the above Section 3.1.2, Milestone Payments for the Vendor's performance of implementation activities. The Milestones and corresponding Milestone Completion Criteria are set forth in Table 1 above. The Vendor may qualify for Milestone Payments in Phase 1, Phase 2, and Phase 3 of this Contract. The Vendor will include a lump sum amount for completion of each Milestone with the submission of its Price Proposal in Table 1 of Exhibit "C," Price Proposal.

3.2.6.Performance Measures Adjustments

- a) The Department reserves the right to impose Performance Measures Adjustments for (i) Vendor's performance above the Incentive Criteria described in the Performance Measures Table included in Exhibit "A," Scope of Services or (ii) for Vendor's failure to meet the Disincentive Criteria described in the same Performance Measures Table. Performance Measures Adjustments fall into two categories:
- 1) Compliance Credit Payment which are additional payments to the Vendor as a result of Vendor's performance meeting the Incentive Criteria.
 - 2) Non-compliance Deduction which are payment deductions to the Vendor as a result of Vendor's performance meeting the Disincentive Criteria.

- b) Performance Measures Adjustments shall be tracked, totaled and reviewed on a monthly basis by the Department. In the event of deficient performance of the Contract, the Vendor may, at the discretion of the Department, be required to make Performance Measures Adjustments from the next Monthly Invoice. Should the Vendor fail to include the Performance Measures Adjustments on the next Monthly Invoice, such failure shall be considered a material breach of the Contract. Application of Performance Measures Adjustments is a non-exclusive remedy and shall not be considered a waiver of any of the Department's other rights or remedies under this Contract, including but not limited to termination.
- c) The Department will assess the Non-compliance Deduction for Vendor's failure to meet the defined levels of service and performance set forth in the Performance Measures Table against any monthly payments otherwise due. The Department will also assess the Compliance Credits Payment for Vendor's success to exceed the defined levels of service and performance set forth in the Performance Measures Table against any monthly payments otherwise due.
- d) The maximum amount of Compliance Credit Payment that the Department may apply to any particular Monthly Invoice shall not exceed \$250,000 (the "Compliance Credit Cap"). For any month in which there are unapplied Compliance Credit Payments that exceed the Compliance Credit Cap for that month, the Vendor shall accumulate and apply the Compliance Credit Payment over the Compliance Credit Cap against each subsequent Monthly Invoice during the Operational phase until such accumulated amounts have been paid in full.
- e) The maximum amount of Non-compliance Deduction that the Department may deduct to any particular Monthly Invoice shall not exceed \$250,000 (the "Non-compliance Deduction Cap"). For any month in which there are unapplied Non-compliance Deductions that exceed the Non-compliance Deduction Cap for that month, the Vendor shall accumulate and deduct the Non-compliance Deduction over the Non-compliance Deduction Cap against each subsequent Monthly Invoice during the Operational phase until such accumulated amounts have been paid in full.
- f) For Performance Measures which includes a Non-compliance Point, during the months in which the Performance Measures are not achieved, the Fixed Payment for those months shall be reduced according to the Percent Payment Deduction included in Table 2 below. Subject to the restrictions included in Section 3.2.5 e), such reduction should be applied to the Monthly Invoice. The Department, at its sole discretion, may waive or decrease the Non-compliance Deduction associated to those Non-compliance Points.
- g) If the Vendor is assessed Non-compliance points in excess of thirteen (13) for two (2) consecutive months or the same Service Level Agreement metric is not achieved for three (3) consecutive months or more, then the Percent Payment Deduction included in Table 2 below will be multiplied by 2.0 and withheld from the Monthly Invoice and the Monthly Performance Cap will no longer be in place until those deficiencies are totally corrected.
- h) For those Performance Measures which includes a Compliance Credit, during the months in which the Performance Measures are exceeded, the Fixed Payment for those months shall be increased according to the Percent Payment Increase included in Table 3 below. Subject to the restrictions included in Section 3.2.5 d), such increase should be applied to the Monthly Invoice.

Table 2. Non-compliance Points

Number of Non-compliance Points	Percent Payment Deduction
0-2	0.0%
3-4	1.0%
5-6	2.00%

7-8	3.00%
9-10	4.00%
11-12	5.00%
13-14	6.00%
15-16	7.00%
17-18	8.00%
19-20	9.00%
21-25	12.00%
26-30	15.00%
31-34	20.00%
>35	25.00%

Table 3. Compliance Credits

Number of Compliance Credits	Percent Payment Increase
1	0.50%
2	1.00%
3	1.50%
4	2.00%
5	2.50%
6	3.00%
7	3.50%
8	4.00%
>9	4.50%

4. MONTHLY INVOICE

The Vendor shall submit a single invoice to the Department on a monthly basis for the work performed during the prior month. The Vendor shall submit an invoice for a particular month no later than 45 days after the end of that month. Invoices shall be delivered in electronic format and shall be accompanied by supporting information, in a format agreed upon by both parties, sufficient for the Department to reasonably verify the amount due. The Vendor shall provide detailed billing data or other information the Department needs to verify the accuracy and completeness of the invoice if requested by the Department.

Within 20 business days from the date the Department receives an invoice, the Department may notify the Vendor of any aspect of the invoice that the Department disputes, including aspects that the Department finds inaccurate or incomplete, provided that the Department's failure to notify the Vendor of a dispute within this time period does not waive any other the Department rights related to the accuracy or completeness of the invoice under the contract.

The amount of an invoice that the Department has not disputed within this 20-business day period will be paid within 40 business days. The Department has 20 business days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 business days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 business days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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.

During the Phase 1, the Monthly Invoice shall be compound of and include sufficient documentation for: i) Fixed Monthly Payments as stated in Section 3.1.1; ii) if applicable for the corresponding month, a certificate indicating that Vendor has achieved any of the Milestones included in Section 3.1.2 and the corresponding Milestone Payment Amount; and iii) if applicable for the corresponding month, sufficient documentation for the Pass-Through Payments as stated in Section 3.1.3.

During the Phase 2 and 3 (Operations phase), the Monthly Invoice shall be compound of and include sufficient documentation for: i) the Fixed Payments as stated in Section 3.2.1; ii) the Pass-Through Payment as stated in Section 3.2.2; iii) the Variable Payment (if any) as stated in Section 3.2.3; iv) the Operational Efficiencies Payment (if any) as stated in Section 3.2.4; and v) the Performance Measures Adjustments (if any) as stated in Section 3.2.6; and vi) if applicable for the corresponding month, a certificate indicating that Vendor has achieved any of the Milestones included in Section 3.1.2 and the corresponding Milestone Payment Amount.

5. ADDITIONAL SERVICES

Additional services may be included on an as-needed basis, as determined solely by the Department, during the term of this Contract. Any additional services, including those Optional Services described in Exhibit "A," Scope of Services and identified below, require execution of a Supplemental Agreement executed by the Department and the Vendor. The Vendor shall not commence such additional services prior to issuance of a Notice to Proceed for such additional services.

5.1. Special Events Staffing Support

Special events staffing support services shall be provided by the Vendor on an as-needed basis as determined by the Department. The Vendor shall provide hourly rates for the positions listed in Table 6 of Exhibit "C," Price Proposal for providing staffing support for special events. Compensation and details for these services will be provided in a Department issued supplemental agreement for such services. Travel expenses associated with special events shall be billed via Pass-Through Activity.

5.2. Image Review

Image review services shall be provided by the Vendor on an as-needed basis as determined by the Department. Compensation and details for these services will be provided in a Department issued supplemental agreement for such services.

5.3. Outbound Correspondence

Outbound correspondence services shall be provided by the Vendor on an as-needed basis as determined by the Department. Compensation and details for these services will be provided in a Department issued supplemental agreement for such services.

6. CPI ADJUSTMENTS

The Department will utilize the CPI Adjustment Factor to escalate the payments to the Vendor described below. Any other compensation owed to the Vendor will not be subject to escalation.

The CPI Adjustment Factor will be applied to the following amounts as included in the Vendor's Price Proposal Exhibit "C" prior to the beginning of the Operations Phase, and annually thereafter: i) the Total Fixed Costs as listed in Table 2 – Exhibit C; ii) Vendor's Unit Prices for each Fixed Activity Line Costs as listed in Table 3 – Exhibit C; iii) the Vendor's Unit Price for Variable Activity Lines Costs as listed in Table 5 – Exhibit C; and iv) only in the cases the Department has opted to use Vendor's Unit Price for the Optional Services, the Vendor's Unit Price as listed in Table 6.

7. CONTRACT RENEWAL ADJUSTMENTS

For each Renewal Term that the Department elects to implement following the Initial Term as described in Exhibit "A," Scope of Services the Department will utilize the CPI Adjustment Factor to escalate the payments to the Vendor described below. Any other compensation owed to the Vendor will not be subject to escalation. The adjustment mechanism described in Section 3.2.1 c), d) and e) above shall still be in effect for renewal years following the initial contract term.

The CPI Adjustment Factor will be applied to the following amounts as included in the Vendor's Price Proposal Exhibit "C" or, if these amounts have been updated throughout the Initial Term, to the latest amount considered for these type of payments: i) the Total Fixed Costs as listed in Table 2 – Exhibit C; ii) Vendor's Unit Prices for each Fixed Activity Line Costs as listed in Table 3 – Exhibit C; iii) the Vendor's Unit Price for Variable Activity Lines Costs as listed in Table 5 – Exhibit C; iv) only in the case the Department has opted to use Vendor's proposed IVR/IR system the Vendor's Price for the recurring monthly cost as listed in Table 4; and v) only in the cases the Department has opted to use Vendor's Unit Price for the Optional Services, the Vendor's Unit Price as listed in Table 6.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "C"
PRICE PROPOSAL**

DOT-RFP-21-8019-SM

CUSTOMER SERVICE OPERATIONS

FLORIDA'S TURNPIKE ENTERPRISE

FPID: 446410-1-93-01

NOTE: Exhibit "C," Price Proposal sheets, MUST be completed in Excel. Please contact Windy Spatafora at (407) 264-3400 for a copy of the Excel files.

MFMP Transaction Fee: 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.

EXHIBIT "C"

Exhibit C PRICE PROPOSAL FORM

General Instructions:

The Vendor shall complete the Price Proposal Forms in its entirety in accordance with the instructions provided in Exhibit C - Price Proposal and those provided below.

Vendors shall not modify the Excel Workbook calculations or structure, and shall only enter data in designated cells.

Legend:

Cell Type	Fill Color	Vendor Instruction
Automatic Calculation		Vendor shall not edit. These cells will automatically calculate totals as appropriate
Locked Cells		Vendor shall not edit
Input by Vendor		Vendor shall input price or any other necessary information

Summary of Excel Workbook Forms:

Form Number	Form Title	Excel Workbook Tab Name	Sheet Totals
Sheet 1	Milestone Payments	Sheet 1 - Milestones	Not used in Proposer's Price
Sheet 2	Operations Phase Fixed Costs	Sheet 2 - Ops Fixed Costs	\$ -
Sheet 3	Operations Phase Fixed Activity Line Costs	Sheet 3 - Ops Fixed Activity	\$ -
Sheet 4	Pass-Through and Variable Activity Line Costs	Sheet 4 - Pass Through & Variable	\$ -
Sheet 5	Optional Services	Sheet 5 - Optional Services	Not used in Proposer's Price
Proposer's Price*			\$ -

*Proposer's Price is calculated as defined in the Special Conditions and is equal to:
 (1.2 x Total Fixed Costs in Table 2, Sheet 2) + (Total Fixed Activity Lines Cost in Table 3, Sheet 3) + (Total Variable Activity Lines Cost in Table 5, Sheet 4)

Sheet 1 - Milestone Payments

Table 1 - Milestone Payments

Milestone	Unit	Milestone Payment
Milestone 1	Lump Sum	
Milestone 2	Lump Sum	
Milestone 3	Lump Sum	
Total		\$ -

The total amount of requests in this Sheet 1 for Milestone Payments 1,2, and 3 may not exceed \$3,500,000.00

Vendors may submit any combination of Milestone Payment requests for Milestone 1, 2, and 3, however any Milestone Payment request may not be higher than double the amount of any other Milestone Payment request.

Each Milestone Payment request must be greater than \$0.

Vendor's Milestone Payments in Table 1 shall be in U.S. dollars rounded to the nearest cent.

During the Planning/Implementation Phase, Vendor is also entitled to the monthly compensation described in Section 3.1.1 of Exhibit B.

Officer Signature

Date

EXHIBIT C
Price Proposal

Sheet 2 - Operations Phase Fixed Costs

Table 2 - Fixed Costs

Fixed Cost	Unit	Monthly Cost (\$)
Equipment (not provided by the Department as defined in Exhibit "A")	Monthly	
Key Personnel	Monthly	
Quality Monitoring	Monthly	
Reporting	Monthly	
Unrecoverable Labor Costs (not covered in Table 3)*	Monthly	
PCI DSS Compliance	Monthly	
Bonds and Insurance Premiums	Monthly	
IT Maintenance	Monthly	
Any other necessary cost (not covered in the activities above or as part of Table 3 and Table 4). Specific detail is required to be provided in the space below.	Monthly	
[...]	Monthly	
[...]	Monthly	
[...]	Monthly	
[...]	Monthly	
[...]	Monthly	
[...]	Monthly	
Total Fixed Costs		\$ -

Vendor's Monthly Cost in Table 2 shall include all markups and be in U.S. dollars rounded to the nearest cent.

*For any Unrecoverable Labor Costs, please provide specific details as to how the amount was calculated on a separate sheet.

Officer Signature

Date

EXHIBIT C
Price Proposal

Sheet 3 - Operations Phase Fixed Activity Line Costs

Table 3 - Fixed Activity Lines

Fixed Activity Line	Base Volume (A)	Unit	Vendor's Unit Price (\$) (B)	Total (C) = (A) x (B)
CSR Phone Calls Answered	303,600	Monthly	\$ -	\$ -
CSR Chats Answered	27,000	Monthly	\$ -	\$ -
Active Accounts ¹	3,580,000	Monthly	\$ -	\$ -
Replenishment Transactions - Cash + All Others Processed by CSRs	115,360	Monthly	\$ -	\$ -
New Accounts created by CSRs	1,330	Monthly	\$ -	\$ -
CSR Service Requests – Completed ²	52,000	Monthly	\$ -	\$ -
Walk In Center Customer Visits - Ocoee	2,600	Monthly	\$ -	\$ -
Walk In Center Customer Visits - Pinellas Bayway	1,000	Monthly	\$ -	\$ -
Walk In Center Customer Visits – Snapper Creek	850	Monthly	\$ -	\$ -
Walk In Center Customer Visits – Boca Raton	3,900	Monthly	\$ -	\$ -
Walk In Center Customer Visits – Garcon Point	240	Monthly	\$ -	\$ -
Walk In Center Customer Visits – Midbay Bridge	880	Monthly	\$ -	\$ -
Welcome Center - I-10	260	Monthly	\$ -	\$ -
Welcome Center - I-75	1,150	Monthly	\$ -	\$ -
Welcome Center - I-95	1,000	Monthly	\$ -	\$ -
Total Fixed Activity Lines Cost				\$ -

1: Active Accounts is defined as accounts with at least one financial transaction occurring during the month.

2: CSR Service Requests Completed is based on a total of the following service request codes: (Escalation, Invoice, Dispute, Dispute-Invoice, Mailhouse, Payment, Account Update, Request, Web, and Interoperability Request).

Vendor's Unit Price in Table 3 shall include all markups and be in U.S. dollars rounded to 5 decimal places.

Officer Signature

Date

EXHIBIT C
Price Proposal

Sheet 4 - Pass-Through and Variable Activity Line Costs

Table 4 - Pass-Through Payment (IVR System)

IVR Payment Description	Unit	Vendor's Price (\$)
Lump Sum Implementation Costs	Lump Sum	
Recurring Monthly Costs	Monthly	

Vendor's Price in Table 4 shall be in U.S. dollars rounded to the nearest cent.

Table 5 - Variable Payment

Variable Activity Line	Base Volume (A)	Unit	Vendor's Unit Price (\$) (B)	Total (C) = (A) x (B)
CAST Accounts	50	Monthly		\$ -
Financial Exceptions and Adjustments*	21,800	Monthly		\$ -
Total Variable Activity Lines Cost				\$ -

*Base Volume is made up of the following transaction adjustments. Proposer shall assume adjustments require some form of staff interaction from processing, reviewing, approving, to auditing activities.

Type of Transaction adjustment	Avg Monthly Number of Transactions
Refunds - check	3,150
Refunds - credit card	12,820
NSF - mail/lockbox	320
NSF - ACH (Telecheck)	3,550
Chargebacks	1,960

Vendor's Unit Price in Table 5 shall include all markups and be in U.S. dollars rounded to the nearest cent.

Officer Signature

Date

EXHIBIT C
Price Proposal

Sheet 5 - Optional Services

Table 6 - Special Events Staffing Support

Staff Position	Unit	Vendor's Unit Price (\$)
Customer Service Representative	Per Hour	
Customer Services Supervisor	Per Hour	

Vendor's Unit Price in Table 6 shall include all markups and be in U.S. dollars rounded to the nearest cent.

Officer Signature

Date

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

Exhibit "D"

Boca CSC, Walk-In Centers and Welcome Centers

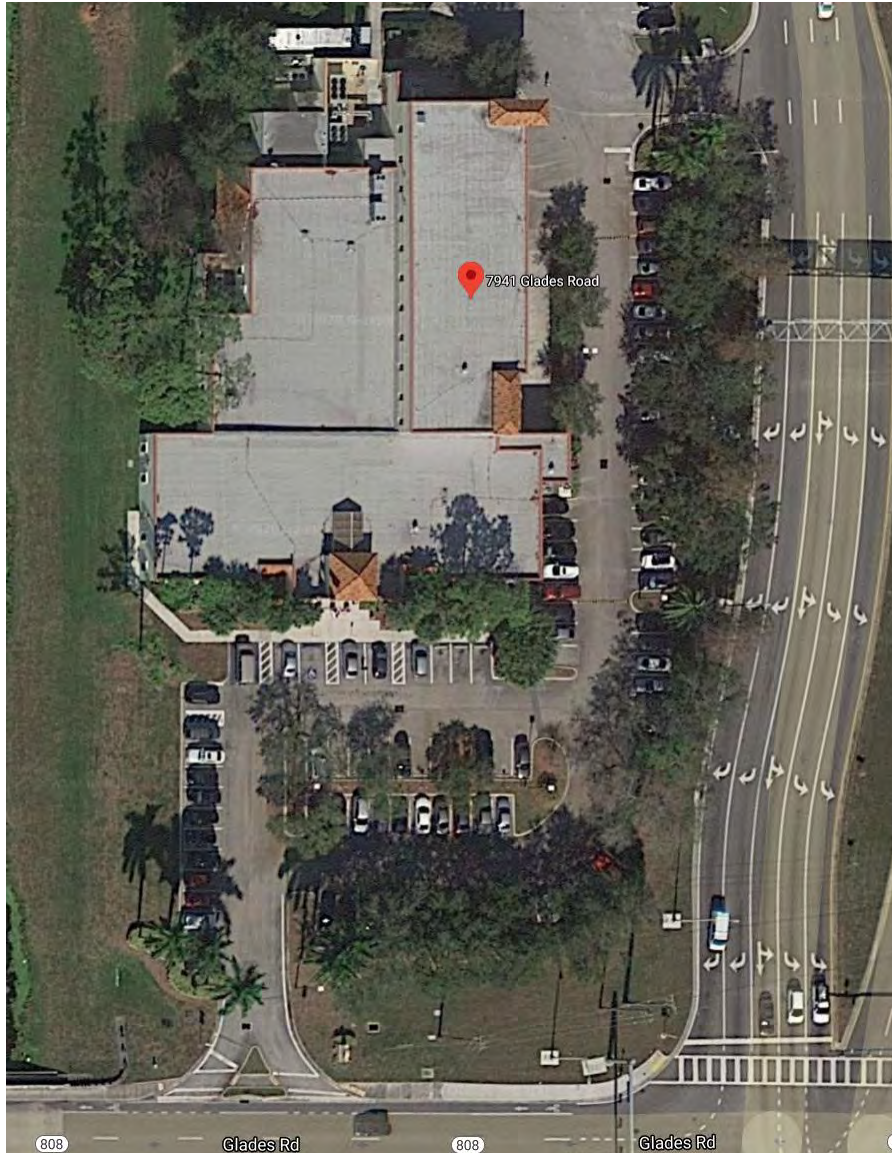
DOT-RFP-21-8019-SM

FPID: 446410-1-93-01

1. Department Provided Boca CSC

BOCA RATON

Address: 7941 Glades Road, Boca Raton, FL 33434



Current Hours of Operation:

Call Center: Open Monday to Friday, 7:00AM-7:00PM, Saturday 8:30AM-5PM, Closed Sunday

Walk-In-Center: Open Monday to Friday, 8:00AM-6:00PM. Saturday 8:30AM-5PM, Closed Sunday

Current Walk-In-Center Staffing and Foot Traffic:

Staffing	Windows	2019 Yearly Traffic Count	2019 Monthly Average Foot Traffic Count
5	4	52301	4358

Call Center Staffing:

Capacity CSR Staffing	Current CSR Staffing	Hard Wall Office Spaces	Call Center Area (sq ft)
101	48	6	3835

Floor Plan:

Floor Plans may be obtained by completing the Exempt Documents / Security Plan Distribution Form (Form 9) and returning the completed form to windy.spatafora@dot.state.fl.us

Service Providers:

Pest Control, Janitorial services, Groundskeeping, and Facility Maintenance services are provided by the Department.

Interior Photos:





2. Walk-In-Centers

A. PINELLAS BAYWAY

Address: 4501 54th Avenue S, St. Petersburg, FL 33711



Current Hours of Operation:

Open Monday, 8:00AM-6:00PM, Tuesday to Friday, 8:00AM-4:30PM. Closed Saturday/Sunday

Current Staffing and Foot Traffic:

Staffing	Windows	2019 Yearly Traffic Count	2019 Monthly Average Foot Traffic Count
3	4	14119	1177

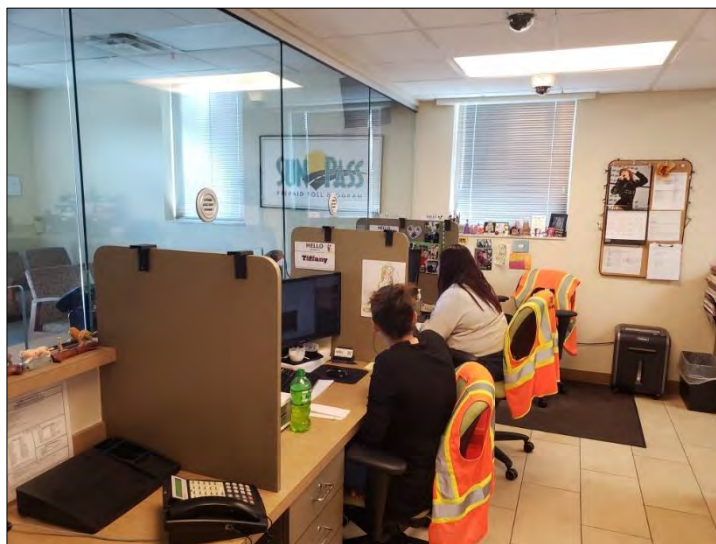
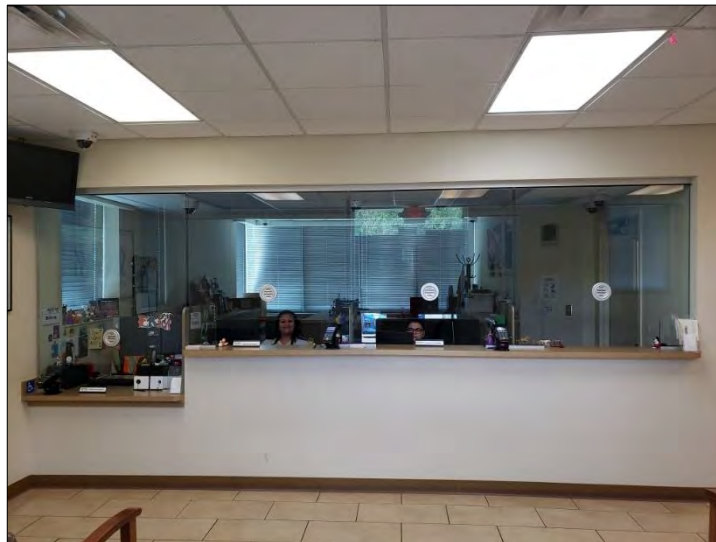
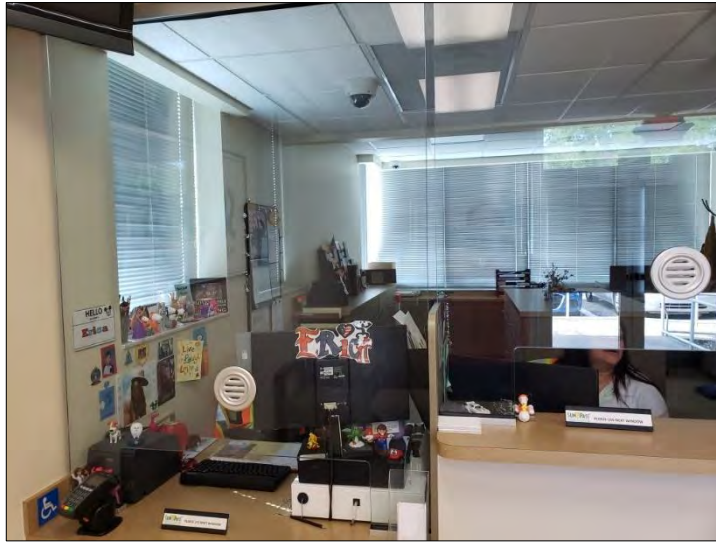
Floor Plan:

Floor Plans may be obtained by completing the Exempt Documents / Security Plan Distribution Form (Form 9) and returning the completed form to windy.spatafora@dot.state.fl.us

Service Providers:

Pest Control, Janitorial services, Groundskeeping, and Facility Maintenance services are provided by the Department.

Interior Photos:



B. MID-BAY BRIDGE

Address: 1200 White Point Road, Niceville, FL 32578



Current Hours of Operation:

Open Monday to Friday, 9:00AM-4:00PM. Closed Saturday/Sunday

Current Staffing and Foot Traffic:

Staffing	Windows	2019 Yearly Traffic Count	2019 Monthly Average Foot Traffic Count
3	1	11814	985

Future Proposed Modifications:

The Department is currently remodeling the Walk-In Center area to create 2 windows. The Vendor will be responsible for this future staffing plan.

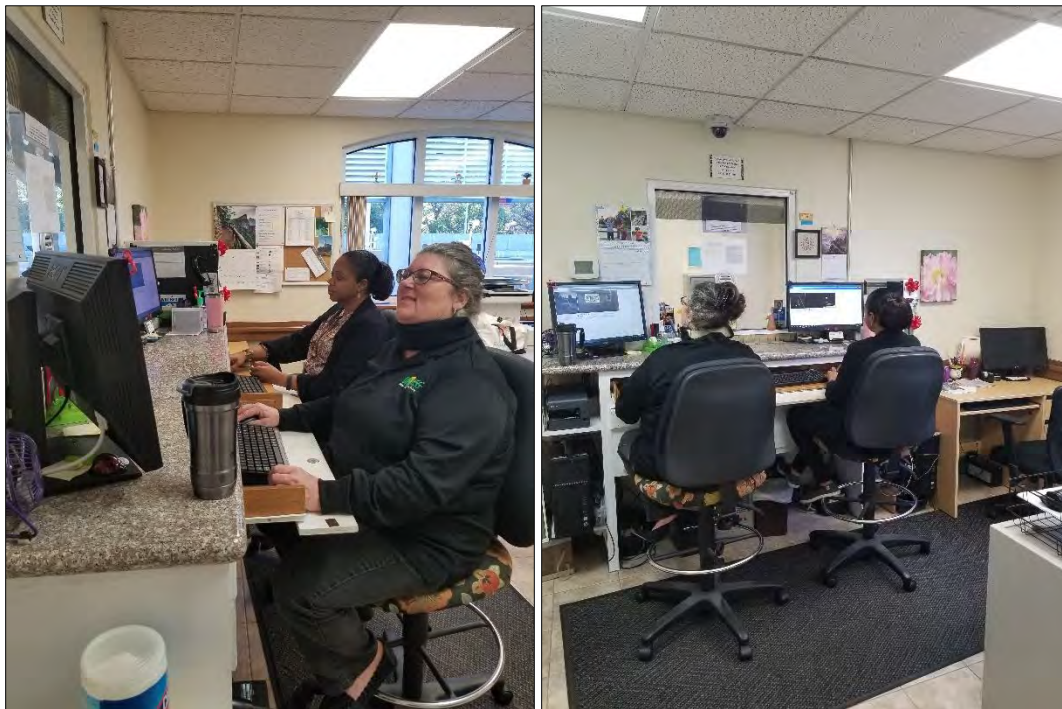
Floor Plan:

Floor Plans may be obtained by completing the Exempt Documents / Security Plan Distribution Form (Form 9) and returning the completed form to windy.spatafora@dot.state.fl.us

Service Providers:

Pest Control, Janitorial services, Groundskeeping, and Facility Maintenance services are provided by the Department.

Interior Photos:



C. GARCON POINT

Address: 555 Avalon Boulevard, Milton, FL 32571



Current Hours of Operation:

Open Monday to Friday, 8:00AM-5:00PM. Closed Saturday/Sunday

Current Staffing and Foot Traffic:

Staffing	Windows	2019 Yearly Traffic Count	2019 Monthly Average Foot Traffic Count
2	1	3061	255

Floor Plan:

Floor Plans may be obtained by completing the Exempt Documents / Security Plan Distribution Form (Form 9) and returning the completed form to windy.spatafora@dot.state.fl.us

Service Providers:

Pest Control, Janitorial services, Groundskeeping, and Facility Maintenance services are provided by the Department.

Interior Photos:



3. Welcome Centers

A. I-95 Welcome Center

Address: Mile Marker 378, Southbound I-95, 3.5 mi S of FL/GA state line, Yulee, FL 32041



Current Hours of Operation:

Open Sunday to Saturday, 8:00AM-5:00PM. Welcome Centers are closed: New Year's Day, Martin Luther King Jr. Day, Easter, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Required Staffing and Foot Traffic:

Staffing	Hours/Days	2019 Yearly Traffic Count	2019 Monthly Average Foot Traffic Count
1 Customer Service Agent	8am-5pm Monday - Thursday	12,039	1,003
2 Customer Service Agents	8am-5pm Friday-Sunday		

B. I-75 Welcome Center

Address: Mile Marker 470, 1.7 mi. S of FL/GA state line, Jennings, FL 32053



Current Hours of Operation:

Open Sunday to Saturday, 8:00AM-5:00PM. Welcome Centers are closed: New Year's Day, Martin Luther King Jr. Day, Easter, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Required Staffing and Foot Traffic:

Staffing	Hours/Days	2019 Yearly Traffic Count	2019 Monthly Average Foot Traffic Count
1 Customer Service Agent	8am-5pm Monday - Thursday	13,850	1,154
2 Customer Service Agents	8am-5pm Friday-Sunday		

C. I-10 Welcome Center

Address: Mile Marker 4, 4.0 mi. E of FL/AL state line, Pensacola, FL 32614



Current Hours of Operation:

Open Sunday to Saturday, 8:00AM-5:00PM. Welcome Centers are closed: New Year's Day, Martin Luther King Jr. Day, Easter, Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Required Staffing and Foot Traffic:

Staffing	Hours/Days	2019 Yearly Traffic Count	2019 Monthly Average Foot Traffic Count
1 Customer Service Agent	8am-5pm Friday - Sunday	3,109	259

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

Exhibit "E"
Semi-Annual Evaluation Format
DOT-RFP-21-8019-SM
FPID: 446410-1-93-01

Below is an outline of the parameters that will be reviewed by the Department as part of the Semi-Annual Evaluation. The Department and the Vendor will work jointly during Phase 1 to develop specific evaluation criteria for each of the items below based on the system design and standard operations procedures. All Vendor inputs and comments are subject to the Department review and the Department will make the final determination on the final evaluation. The Semi-Annual Evaluation Format may be updated periodically throughout the Contract Term to the extent deemed necessary by the Department. Unless otherwise directed by the Department, the Vendor will be provided ten (10) business days to review and comment on any modification

1. Management and Staffing (20 points)
 - a. The Contract was effectively and proactively managed in an organized manner, with proficient application of administrative, procedural, and technical skills.
 - b. Communication and coordination with the Department was timely, proactive, and effective to meet requirements as outlined in the Contract.
 - c. Submittals to the Department of items such as reports, financial records, and invoices were made timely, in clear and complete formats, without errors.
 - d. All personnel performing work under this Contract were effectively managed and supervised, and paid in a timely manner in accordance with the Contract terms.
 - e. All complaints received (from the Department, agency partners, and external and internal customers) were responded to in a timely manner and effectively resolved.
 - f. Vendor staff were fully qualified for their roles and received training sufficient to perform work as required in the Contract.
 - g. Vendor staff levels were appropriately maintained to meet all SLAs and KPIs.
 - h. All other aspects of the Staffing Plan were executed and implemented in accordance with the Contract requirements.
2. Interaction with the Public and Cooperation with the Department (20 points)
 - a. Vendor interaction with the public:
 - i. Excellent
 - ii. Satisfactory
 - iii. Some difficulty
 - iv. Significant difficulty
 - b. Vendor cooperation with the Department personnel:
 - i. Excellent
 - ii. Satisfactory
 - iii. Some difficulty
 - iv. Significant difficulty
3. Quality Control/Compliance with Contract (20 points)
 - a. All aspects of the Quality Plan were executed and implemented by the Vendor in accordance with the Quality Plan and the Contract requirements.
 - b. The Vendor follows quality control practices and updates the Quality Plan to improve customer service and to meet all Contract requirements.
 - c. The Vendor implemented innovative processes, practices, or procedures to perform the work required under the Contract that have resulted in a demonstrable cost savings to the Department and/or an improved customer service experience for customers. Quality audits conducted by Department staff validated the Vendor's overall compliance with Contract requirements.
4. Department Efforts in Contract Administration (20 points)

- a. Vendor performance requires minimal oversight by the Department.
 - b. Services provided by the Vendor were provided in accordance with Contract requirements. Areas of non-compliance are identified and corrected by the Vendor.
5. Retention and Training Programs (20 points)
- a. Vendor's turnover rate is less than 15% when calculated based upon the total number of Vendor staff providing services under this Contract at the beginning of Phase 2 and 3, and the total number of Vendor staff providing services under this Contract at the end of the six-month period after beginning Phase 2 and 3.
 - b. Vendor turnover rate for personnel leaving during or after onboard training is less than 30%.
 - c. Vendor turnover rate for personnel leaving within 90 calendar days of the start of their hire date is less than 30%.
 - d. All aspects of the Training Plan were executed and implemented by the Vendor as required under the Contract.
 - e. The Vendor properly modified and updated training materials to reflect changes in operations, such as new All Electronic Toll facilities or rate changes, and such modifications and updates were communicated promptly and efficiently to all Vendor staff as required under the Contract.
 - f. The Vendor implemented its Incentive Program and Pay for Performance Program and provided all reporting information in the Monthly Reports submitted to the Department as required under the Contract.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



EXHIBIT "F"
PROPOSED CUSTOMER SATISFACTION SURVEYS

DOT-RFP-21-8019-SM

CUSTOMER SERVICE OPERATIONS

FLORIDA'S TURNPIKE ENTERPRISE

FPID: 446410-1-93-01

EXHIBIT F
PROPOSED CUSTOMER SATISFACTION SURVEYS

How easy was it to navigate our site?					*				
How easy was it to navigate our Interactive Voice Response system?						*			
How would you rate the look and feel of our website?					*				
How would you rate the quality of information on our website?					*				
How would you rate the ease of opening a new account?									
How would rate the ease of purchasing or activating a new transponder?									
How would you rate the ease of replenishing your transponder or account?									
How would you rate the ease of viewing or printing your statement or receipt?									
How would you rate the cleanliness of our facility?									
Please provide a rating on the professionalism of the customer service representative.									
Were you satisfied with the information provided from our Interactive Voice Response system						*			
Are you satisfied with the voice prompts or touch tone methods needed to receive your information?						*			
Overall, how would you rate your overall experience of our app?							*	*	
If you have any unresolved issues, please provide your contact information below so that we may follow up with you.	*						*		
How did you learn of our app?									
With regard to handling your request today, how satisfied are you?									
How easy was it to navigate our app?							*		
How would you rate the look and feel of our app?							*		
How would you rate the quality of information on our app?							*		
How would you rate the ease of opening a new account?									
How would rate the ease of purchasing or activating a new transponder?									
How would you rate the ease of replenishing your transponder or account?									
How would you rate the ease of viweing or printing your statement or receipt?									
How satisfied were you with the turnaround time to your request?		*		*					*
How well did we understand your questions and concerns?	*	*	*	*				*	*
How clear was the information that was provided to you?	*	*	*	*				*	*
How professional was your customer service representative?	*		*					*	
How knowledgeable was your customer service representative?	*		*					*	
How courteous was your customer service representative?	*		*					*	
What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously improve and value your feedback	*	*	*	*	*	*	*	*	*
How would you rate our facility? (Location and facility itself)	*								
How helpful was your customer service representative?	*		*					*	
How satisfied are you overall with our customer service?	*		*						
How satisfied are you with the amount of time it took to process your request?	*		*					*	
Was your issue resolved to your satisfaction?		*	*	*				*	*

PROPOSED CUSTOMER SATISFACTION SURVEYS

A	
1	WALK-IN
2	
3	Survey Questions
4	How well did we understand your questions and concerns?
5	How clear was the information that was provided to you?
6	Overall, how would you rate the quality of your customer service experience?
7	If you have any unresolved issues, please provide your contact information below so that we may follow up with you.
8	What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to
9	How knowledgeable was your customer service representative?
10	How courteous was your customer service representative?
11	How professional was your customer service representative?
12	How helpful was your customer service representative?
13	How satisfied are you overall with our customer service?
14	How would you rate our facility? (Location and facility itself)
15	How satisfied are you with the amount of time it took to process your request?

PROPOSED CUSTOMER SATISFACTION SURVEYS

MAIL-IN

Survey Questions

How satisfied were you with the turnaround time to your request?

How well did we understand your questions and concerns?

How clear was the information that was provided to you?

Overall, how would you rate the quality of your customer service experience?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

Was your issue resolved to your satisfaction?

PROPOSED CUSTOMER SATISFACTION SURVEYS

PHONE-IN

Survey Questions

How well did we understand your questions and concerns?

How clear was the information that was provided to you?

Overall, how would you rate the quality of your customer service experience?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

How knowledgeable was your customer service representative?

How courteous was your customer service representative?

How professional was your customer service representative?

How helpful was your customer service representative?

How satisfied are you overall with our customer service?

Was your issue resolved to your satisfaction?

How satisfied are you with the amount of time it took to process your request?

PROPOSED CUSTOMER SATISFACTION SURVEYS

FAX-IN

Survey Questions

How satisfied were you with the turnaround time to your request?

How well did we understand your questions and concerns?

How clear was the information that was provided to you?

Overall, how would you rate the quality of your customer service experience?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

Was your issue resolved to your satisfaction?

PROPOSED CUSTOMER SATISFACTION SURVEYS

WEB

Survey Questions

How easy was it to navigate our site?

Overall, how would you rate your overall experience of our site?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

How would you rate the look and feel of our website?

How would you rate the quality of information on our website?

PROPOSED CUSTOMER SATISFACTION SURVEYS

IVR

Survey Questions

How easy was it to navigate our Interactive Voice Response system?

Were you satisfied with the information provided from our Interactive Voice Response system

Are you satisfied with the voice prompts or touchtone methods needed to receive your information?

Overall, how would you rate your overall experience of our Voice Response system?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

PROPOSED CUSTOMER SATISFACTION SURVEYS

MOBILE APPLICATION

Survey Questions

How easy was it to navigate our app?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

Overall, how would you rate your overall experience of our app?

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

How would you rate the look and feel of our app?

How would you rate the quality of information on our app?

PROPOSED CUSTOMER SATISFACITON SURVEYS

CHAT

Survey Questions

How well did we understand your questions and concerns?

How clear was the information that was provided to you?

Overall, how would you rate the quality of your customer service experience?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

Overall, how would you rate your overall experience of our app?

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

How knowledgeable was your customer service representative?

How courteous was your customer service representative?

How professional was your customer service representative?

How helpful was your customer service representative?

Was your issue resolved to your satisfaction?

How satisfied are you with the amount of time it took to process your request?

PROPOSED CUSTOMER SATISFACTION SURVEYS

EMAIL

Survey Questions

How satisfied were you with the turnaround time to your request?

How well did we understand your questions and concerns?

How clear was the information that was provided to you?

If you have any unresolved issues, please provide your contact information below so that we may follow up with you.

What would you suggest SunPass work on to provide a better customer experience? Even if your experience was excellent, we strive to continuously

Was your issue resolved to your satisfaction?