

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES AGREEMENT
STATE OF FLORIDA GOVERNMENTAL AGENCIES

375-040-17
PROCUREMENT
12/02
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Agreement No.: BD891
Financial Project I.D.: 413672-1-58-01
Journal Trans./F.E.I.D. #: F592348222006
Benefiting Object Code: _____
Benefiting Category: _____
Procurement No.: EXEMPT
D.M.S. Catalog Class No.: 991-395

BY THIS AGREEMENT, made and entered into this 21ST day of JANUARY, 2004, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and FLORIDA HIGHWAY PATROL of 133 SOUTH SEMORAN BOULEVARD, ORLANDO, FLORIDA 32807-3230 an agency or educational unit as defined in Chapter 120, Florida Statutes, hereinafter called "Vendor", hereby agree as follows:

1. SERVICE

- A. In connection with a pilot project for providing highway patrol units for incident management on I-4 with construction MOT assistance from Polk County/Osceola County Line east and to Saxon Boulevard, approximately fifty-three (53) miles the Department does hereby retain the Vendor to furnish certain services, information and items as described in Exhibit "A", attached hereto and made a part hereof.

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall terminate on 12/31/2004. Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original agreement, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

- A. The Department agrees to pay the Vendor for the herein described services at a compensation as detailed in this agreement.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.
- C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- D. Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes.
- E. The bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3-Travel, Department's Disbursement Operations Manual, 350-030-400.

- G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- H. 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 agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitment of funds. Nothing herein contained shall prevent the making of agreements for periods exceeding one year, but any agreement 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.
- 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.

4. A. **INDEMNITY.** To the extent permitted by Florida Law, the Vendor indemnifies, saves, and holds harmless the Department, and any and all claims, demands, actions, or causes of actions of whatsoever nature or character, arising out of or by reason of the execution or performance of the work provided for herein. It is understood and agreed that the Vendor is not required to indemnify the Department for claims, demands, or liability arising out of the Department's negligence.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- C. 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.

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 further 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 will become the property of the Department and will be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the Department.
- B. This Agreement involves the expenditure of federal funds and hence, Appendix I is applicable to all parties and is hereof made a part of this Agreement

8. DISCRIMINATION

- A. 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 any public entity, and may not transact business with any public entity.

9. MISCELLANEOUS

- A. 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.
- B. 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.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. The following attachments are incorporated and made a part of this Agreement:

- Exhibit "A", Scope of Services
- Exhibit "B", Bid Blank
- Exhibit "C", Method of Compensation
- Exhibit "D", Itemized Personnel Cost

11. Other Provisions:

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

Dept. of Highway Safety +
Florida Highway Patrol *Motor Vehicles*
Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: *Stacy Hall Wofford*
Authorized Signature

BY: *George M. Gilhooley*
Authorized Signature

STACY HALL WOFFORD
(Print/Type) **CHIEF OF PURCHASING
AND CONTRACTS**

George M. Gilhooley, P.E.
(Print/Type)

Title: _____

Title: Director of Operations

REVIEWED BY:

Jordan Chapman 1-14-04
Agency's General Counsel Office

FOR DEPARTMENT USE ONLY

APPROVED:

Helen M. Lund
Contractual Services Unit

LEGAL REVIEW:

JC Carls

EXHIBIT "A"
SCOPE OF SERVICES

The Florida Highway Patrol (FHP), Troop D, DeLand District Office shall provide the necessary supervision, staffing and equipment on Interstate 4 for regional and consistent law enforcement services in response to clearing vehicle crashes from travel lanes from the Polk/Osceola County line (CR 532) to Saxon Boulevard in Volusia County (approximately 53 miles). The FDOT must approve any changes to these limits stated as part of this contract. The FDOT may change this operating schedule and limits based on traffic flow, traffic patterns, construction, special events and/or changes to environmental conditions. This is a pilot project to evaluate the effectiveness of this service in improving the overall operation of an urban interstate.

The FHP will provide 21 Troopers (18 Law Enforcement Officers and 3 Sergeants) with the necessary equipment. The first 12 Troopers will report no later than April 1, 2004. The remaining 9 Troopers will report no later than July 1, 2004. After July 1, 2004, the FHP will provide, at a minimum, the following schedule:

Day Shift - 7 a.m. to 3 p.m.

Position #	Fri	Sat	Sun	Mon	Tues	Wed	Thur
^							
1	1	RDO	RDO	1	1	1	1
2	2	2	2	RDO	RDO	2	2
3	3	3	3	3	3	RDO	RDO
4	4	RDO	RDO	4	4	4	4
5	5	5	5	RDO	RDO	5	5
6	6	6	6	6	6	RDO	RDO
7	7	RDO	RDO	7	7	7	7
Staffing	7	4	4	5	5	5	5

Late Shift - 3 p.m. to 11 p.m.

Position #	Fri	Sat	Sun	Mon	Tues	Wed	Thur
^							
1	1	RDO	RDO	1	1	1	1
2	2	2	2	RDO	RDO	2	2
3	3	3	3	3	3	RDO	RDO
4	4	RDO	RDO	4	4	4	4
5	5	5	5	RDO	RDO	5	5
6	6	6	6	6	6	RDO	RDO
7	7	RDO	RDO	7	7	7	7
Staffing	7	4	4	5	5	5	5

Midnight Shift - 11 p.m. to 7 a.m.

Position #	Fri	Sat	Sun	Mon	Tues	Wed	Thur
^							
8D	8D	RDO	RDO	8D	8D	8D	8D
9D	9D	9D	9D	RDO	RDO	9D	9D
8L	8L	8L	8L	8L	8L	RDO	RDO
9L	9L	9L	9L	RDO	RDO	9L	9L

Staffing > 4 3 3 2 2 3 3

RDO - Regular Day Off

Regular Days Off and shifts rotate every 28 days.

OFF INTERSTATE 4 ACTIVITY:

The specific FDOT financed "off interstate 4" activities are as follows:

- A. Special Details: Pursuant to Chapter 321, Florida Statutes, FHP is authorized to respond to certain occurrences locally and throughout the state. Trust-funded FHP positions such as those assigned to the Florida Turnpike are authorized to respond (proportionately) as is done with the various troops. Such activities are but not limited to:
 - Disaster relief.
 - State Mutual Aid response.
 - Emergency response to riots, shootings, critical events requiring a large scale and immediate law enforcement response. This would be discretionary with ranking FHP commander on duty.
 - The response protocol would also apply in the event of circumstances requiring and additional response from Interstate 4 resources (i.e., major crashes, road closures, hazmat incidents, etc.)
 - Officer court appearance.
 - Officer Training.
- B. Retraining: Personnel are assigned to retraining sessions at the FHP academy or other locations, as needed, in the same manner as other troops. The majority of FHP training is mandated by the Florida Criminal Justice Standards and Training Commission and is required to maintain officer certification.
- C. Recruit Training: In the same manner as other troops.

The project will be for one (1) year, with two one (1) year renewal options (contract will indicate specific dates). The pilot year of the contract will be paid in the amount of up to \$2.1 million. Each subsequent renewal year thereafter will be paid in the yearly amount of up to \$1.2 million. See Exhibit "D" for Itemized Personnel Costs. Payments shall be made quarterly. The actual quarterly payment is based on the number of troopers used during each quarter.

Invoices shall be submitted quarterly to the FDOT Project Manager, Jennifer Heller, at the FDOT Deland District Office located at 719 S. Woodland Blvd., MS 3-562, DeLand, Florida, 32720.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION:

For the **satisfactory performance** of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$ **2,100,000.00**. For each subsequent years such as renewal options shall be paid up to a Maximum Amount of \$ **1,200,000.00**.

This is a term contract for an indefinite quantity whereby the vendor agrees to furnish services during a prescribed period of time. The specified period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit **quarterly** invoices (4 copies) in a format acceptable to the Department. Payment shall be made to the Vendor for services provided plus actual allowable costs. **The invoice shall include documentation of man-hours provided and itemization of costs incurred.**

4.0 DETAILS OF COSTS AND FEES:

Details of the Contractor's billing rates for the performance of the services are contained in Exhibit "C", attached hereto and made a part hereof.

5.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

EXHIBIT "C"
BID BLANK / PROJECT BUDGET

I. PROJECT COST:

1 st Year Salaries and Equipment:	\$2,100,000.00
2 nd Year Salaries:	\$1,200,000.00
3 rd Year Salaries:	<u>\$1,200,000.00</u>

TOTAL PROJECT COST: \$4,500,000.00

NOTE: PAYMENT SHALL BE MADE TO THE DEPARTMENT FOR A PORTION OF THE LUMP SUM AMOUNT BASED ON THE NUMBER OF TROOPERS USED DURING EACH QUARTER.

**Itemized Personnel Costs
Exhibit "D"**

	Sergeant		Law Enforcement Officer (Step 3)			
	1st Year	2nd Year	1st Year	2nd Year	1st Year	2nd Year
Salaries & Benefits	\$ 53,891	\$ 53,891	\$ 45,027	\$ 45,027	50%	81%
Other Personnel Services	\$ 275	\$ - 0	\$ 275	\$ - 0	0%	0%
Expenses	\$ 7,782	\$ 5,024	\$ 7,782	\$ 5,024	9%	9%
Operating Capital Outlay	\$ 7,789	\$ - 0	\$ 7,789	\$ - 0	9%	0%
Acquisition Of Motor Vehicles	\$ 22,838	\$ - 0	\$ 22,838	\$ - 0	26%	0%
Operation of Motor Vehicles	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	5%	7%
Salary Incentive Payments	\$ 1,638	\$ 1,638	\$ 1,638	\$ 1,638	2%	3%
Total Cost for one (1) FTE	\$ 98,263	\$ 64,603	\$ 89,399	\$ 55,739	100%	100%

Note: Costs taken from the 2002-2003 LBR, pages 69-70 and 97

***If we increase or decrease the number of personnel, as stated in Exhibit A, the costs of these personnel will be prorated.