

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFIP-DOT-13/14-8001-SM

Retail Sales Opportunity – SunPass® Transponders

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
Contractual Services Office
P. O. Box 613069
Ocoee, Florida 34761- 3069

REQUEST FOR INFORMAL PROPOSAL REGISTRATION

**ALL RETAILERS MUST COMPLETE AND RETURN THIS FORM TO THE ABOVE ADDRESS OR
FAX TO: (407) 264-3058, ATTN: Sheree Merting**

RFIP Number: RFIP-DOT-13/14-8001-SM

Title: Retail Sales Opportunity – SunPass® Transponders

Proposals Due Date and Time: Due on October 8, 2013 at 2:30 PM (Local Time)

NOTE: FAILURE TO REGISTER YOUR CORPORATION OR LLC'S INTEREST IN THIS SOLICITATION MAY CAUSE YOUR CORPORATION OR LLC NOT TO RECEIVE IMPORTANT INFORMATION NECESSARY FOR THE PREPARATION OF A RESPONSIVE SUBMITTAL AND CONSIDERATION FOR AWARD OF A CONTRACT.

THE REQUEST FOR INFORMAL PROPOSAL (RFIP) YOU RECEIVED IS SUBJECT TO CHANGE.
To receive notice of changes (addenda), please notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and **fax this sheet only** to Florida's Turnpike Enterprise, Contractual Services Office, (407) 264-3058 Attn: Sheree Merting or mail to the address noted above.

PLEASE PRINT CLEARLY

Business Name: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: (____) _____ FAX: (____) _____

Internet Email Address: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

For additional information on this process, you may call Sheree Merting at (407) 264-3495.



Florida Department of Transportation



REQUEST FOR INFORMAL PROPOSAL

FLORIDA'S TURNPIKE ENTERPRISE

Retail Sales Opportunity – SunPass[®] Transponders

RFIP-DOT-13/14-8001-SM

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Florida Department of Transportation



REQUEST FOR INFORMAL PROPOSAL

FLORIDA'S TURNPIKE ENTERPRISE

Retail Sales Opportunity – SunPass® Transponders

RFIP-DOT-13/14-8001-SM

SPECIAL CONDITIONS

**MAIL PROPOSALS, ADMINISTRATIVE
AND TECHNICAL QUESTIONS TO:**

Ms. Sheree A. Merting
Florida Department of Transportation
Florida's Turnpike Enterprise
P. O. Box 613069
Ocoee, FL 34761-3069
Phone: (407) 264-3495
Fax: (407) 264-3058
Email: sheree.merting@dot.state.fl.us

SUBMIT SEALED PROPOSALS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

Sheree A. Merting
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069

INTRODUCTION SECTION

1. Invitation

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written proposal from qualified proposers to establish a term contract for the purchase and resell at retail the Department's SunPass® Transponders at Proposer's stores all operating under the same name.

For the purpose of this document, the term "proposer" means the proposer acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the proposer team. The term "proposal package" means the complete response of the proposer to the Request for Informal Proposal (RFIP), including properly completed forms and supporting documentation. After the award, said proposer will be referred to as the "Retailer".

2. Schedule of Events

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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

ACTIVITY	DATE	LOCATION/TIME
Advertise on the Internet	Friday, August 26, 2013	Internet's Vendor Bid System
Deadline for technical questions	Thursday, September 5, 2013 5:00 p.m.	Via email to: sheree.merting@dot.state.fl.us Type RFIP-DOT-13/14-8001-SM in the subject box.
Department response to Retailers	Tuesday, September 17, 2013	
*Retailers proposals due – Public	Tuesday, October 8, 2013	Turnpike Enterprise Headquarters at 2:30 p.m. (Note 2)
*Selection Committee Meeting (see Notes 1 & 2)	Thursday, October 17, 2013	Turnpike Enterprise Headquarters Turkey Lake Service Plaza Florida's Turnpike, Milepost 263.0 Building 5315, Ocoee, Florida 34761 Phone: (407) 532-3999

Posting of Intended Award	Friday, October 18, 2013 at 5:00 p.m. through Wednesday, October 23, 2013 at 5:00 p.m.	Internet's Vendor Bid System
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***Note 1 – All meetings are public meetings and the public is welcome to attend.**

**** Note 2 – The location for the public meeting is listed in Section 5 above.**

3. Special Accommodations

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, 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

REQUEST FOR INFORMAL PROPOSAL

Retail Sales Opportunity – SunPass® Transponders

1. Introduction

SunPass® is the most significant change to Florida's Turnpike in the past 50 years. The electronic toll collection program began in April 1999 and is now deployed in most every major Florida market including South Florida, Orlando, and Tampa/St. Petersburg. SunPass® is interoperable with E-Pass in the Orlando area, works on toll bridges in the Panhandle, toll roads on the way to the Keys and LeeWay toll bridges in the Fort Myers area. Over 8 million SunPass® transponders have been sold since the inception of the program.

Currently the Department sells its transponders directly on the SunPass® website; over the phone; by mail; at its Boca Raton and Snapper Creek SunPass® Service Centers; SunPass® transponders are also sold at thousands of retailers throughout the state of Florida including all eight (8) service plazas on Florida's Turnpike.

SunPass® customers pay less than cash customers at toll plazas and exits on Turnpike roads.

SunPass® Portable transponders carry a manufacturer's warranty for two-years. The SunPass® Mini has a 45-day warranty for defects and malfunctions from the date of purchase. Should transponders malfunction due to manufacturing errors, replacement transponders will be provided by the Department directly to the customer, free of charge.

Details of the services are described in Exhibit "A", Scope of Services, attached hereto and incorporated herein by reference.

2. MyFloridaMarketPlace Transaction Fee

This procurement is exempt from the MyFloridaMarketPlace Transaction Fee.

3. Florida Department of Financial Services (DFS) W-9 INITIATIVE.

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://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.

4. Questions and Answers

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer 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 Informal 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 Schedule of Events. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this proposal 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:

Sheree A. Merting, sheree.merting@dot.state.fl.us, Florida's Turnpike Enterprise, MP 263, Building No. 5315, Ocoee, FL 34761, phone number 407-264-3495, fax number **407-264-3058**.

PLEASE MAIL OR DELIVER INFORMAL PROPOSAL TO:

Florida Department of Transportation

Florida's Turnpike Enterprise

MP 263, Building No. 5315

Ocoee, FL 34761

Attention: Sheree A. Merting, sheree.merting@dot.state.fl.us

Telephone: 407-264-3495

5. Changes to the Request For Informal Proposal (Addenda)

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this informal proposal number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your informal proposal. All addenda will be acknowledged by signature and subsequent submission of addenda with informal proposal when so stated in the addenda.

6. Authorized to Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign 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 posting of the intended award of the contract. For authorization, contact:

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

7. Licensed to Conduct Services in the State of Florida

If the services 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 authorization, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

8. Proposal Requirements

8.1 Proposal Copies

The Retailer shall submit five (5) copies of their proposal; one of which shall be an original and the others may be copies. The Department reserves the right to make additional copies of this material for its own use during the evaluation process.

8.2 Proposal Content

Retailer shall address how the Retailer meets or exceeds each qualification requirements set forth in Section 5 of the Scope of Services.

1. Provide narrative description of Retailer's business. State the number of years Retailer has been in business.
2. Provide detailed description of Retailer's products and services offered to the consumer.
3. Provide Retailer's list of Florida retail locations. Include full address and contact information of each Florida location. Provide evidence to demonstrate that the Retailer's Florida retail locations adequately represent a broad distribution network of retail outlets throughout the State of Florida. The

distribution network of retail outlets must at a minimum include locations in the Jacksonville, Orlando, Tampa/St. Petersburg, the Florida Panhandle, and the South Florida markets.

Verify that Retailers has minimum of 75 statewide retail outlets.

4. Verify that the Florida retail outlets listed in 3 above are:
 - a. "walk-in" store locations
 - b. operating under identical trade names
 - c. owned and operated by the Retailer

Verify that Retailer will display and sell SunPass® Portable and Mini Transponders at all its Florida walk-in store locations.

5. Verify that Retailer will have no more than two Florida warehouse distribution centers where all shipments of SunPass® Transponders will be received.

Provide full addresses and contact information for no more than two warehouse distribution centers where all shipments of SunPass® Transponders will be received.

6. Verify that Retailer agrees to order and receive pallet quantities of SunPass® Transponders as follows: 2,304 SunPass® Mini Transponders (one pallet) and 576 SunPass® Portable Transponders (one pallet).
7. Verify that Retailer is not under the jurisdiction of bankruptcy courts of the United States.
8. Verify that Retailer shall be responsible for any and all costs associated with the sales of SunPass® Transponders at its stores.

8.3 The Proposal Format Instruction:

1. The Retailer submitting an informal proposal hereunder is encouraged to limit the proposal to no more than ten (10) pages.
2. The Retailer shall respond to each and every requirement in the Scope of Services with sufficient detail for the Department to confirm the detailed services proposed. Responses such as 'will comply' may be deemed nonresponsive.
3. The Retailer shall ensure the proposal responses are concise yet provide meaningful insight and information related to the individual requirements and the overall services proposed. Proposals shall follow the format and numbering of the Scope of Services. Additional information that does not readily fit within the format above may be placed at the end of the

proposal.

4. Reference material may be included as appendices. Appendices such as Retailer locations will not be considered as part of the primary proposal content or for primary introduction or communication of the offered solutions or concepts.

9. Contract Document

Retailer Agreement

The Department's "Retailer 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.

10. Review of Proposer's Facilities and Qualifications

After the proposal due date and prior to contract execution, the Department reserves the right to perform or to have performed, an on-site review of the bidder'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 adequate facilities, equipment, qualified and experienced staff, and overall management facilities. The review may also serve to verify whether the proposer has financial capabilities adequate to meet the contract requirements.

Should the Department determine that the proposal package has material misrepresentations or that the size or nature of the proposer's facilities, equipment, management capabilities, 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.

11. Protest of Request for Informal Proposal Specifications

Any person who is adversely affected by the contents of this Request for Informal 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, and
2. A formal written protest 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.

12. 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.

13. Scrutinized Companies List

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

14. Reservations

The Department reserves the right to accept or reject any or all informal proposals received and reserves the right to make an award without further discussion of the informal proposals submitted. Therefore, the proposer should make sure that the informal proposal package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the informal proposal will become a part of the Department's official file, without obligation to the Department.

15. Copyrighted Material

Copyrighted material will be accepted as part of a bid 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.

16. Attachment to RFIP 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 Informal Proposal, Number RFIP-DOT-13/14-8001-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.

17. Mail or Deliver Proposals To: (DO NOT FAX)**Florida Department of Transportation**

Sheree Merting

Florida's Turnpike Enterprise

Florida's Turnpike, Milepost 263.0

Building No., 5315, Turkey Lake Service Plaza

Ocoee, Florida, 34761-3069

Phone # (407) 264-3495

It is the proposer's responsibility to assure that the proposal is delivered to the proper place on or before the Proposal Due date and time (see **SCHEDULE OF EVENTS**). Proposals which for any reason are not so delivered will not be considered.

18. Modifications, Resubmittal and Withdrawal

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFIP number, opening date and time should appear on the envelope of the modified proposal.

19. Performance and Payment Bond

This procurement does not require a Performance Bond.

20. Proposal Evaluation

A Selection Committee will be composed of at least three (3) persons who collectively have experience and knowledge to review and evaluate each proposal submitted to the Department. The Committee will evaluate each Retailer's proposal and determine if the proposal is responsive. Only proposals found to be responsive will be considered.

21. Evaluation Criteria

Responsive Retailers shall be considered based upon the following evaluation criterion:

- Quality and completeness of proposed solution(s) that meet the requirements and objectives identified in Exhibit "A", Scope of Services attached hereto and made a part hereof.

The Department desires to select multiple Retailers. The Retailer will be providing the

services described in this Request for Informal Proposals on a non- exclusive basis and the Department may contract with multiple Retailers to provide the same or similar services.

Once selected, the Department will attempt to contract with responsive Retailer(s).

22. Award

The Department intends to contract with responsive and responsible Retailers whose proposals are determined by the Selection Committee to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state.

Each Retailer's integration with the Department will be completed within sixty (60) days of contract execution. The Department reserves the right to limit purchase quantities based on Department inventory levels.

23. Attachments

- a. State of Florida Request for Informal Proposal Registration
- b. Retailer Agreement

24. Terms and Conditions

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:

Retailer Agreement
Special Conditions
Introduction Section

25. Attached Forms PUR 1000, General Contract Conditions and PUR 1001, General Instructions to Respondents

The "General Contract Conditions" contained in PUR 1000 and "General Instructions to Respondents", PUR 1001 are hereby deleted in their entirety and not applicable to this informal procurement.



Florida Department of Transportation



REQUEST FOR INFORMAL PROPOSAL

FLORIDA'S TURNPIKE ENTERPRISE

Retail Sales Opportunity – SunPass[®] Transponders

RFIP-DOT-13/14-8001-SM

FORMS

IRREVOCABLE STANDBY LETTER OF CREDIT**ISSUER:****PLACE FOR PRESENTATION OF DRAFT:** (Must Be United States Address)**APPLICANT:**

BENEFICIARY: STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
 OFFICE OF COMPTROLLER
 MS 42B, 605 SUWANNEE STREET
 TALLAHASSEE, FLORIDA 32399

LETTER OF CREDIT NUMBER:**PLACE AND DATE OF ISSUE:****AMOUNT:****EXPIRATION DATE:** *(Initial period minimum 18 months for permits)*

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of the State of Florida, Department of Transportation, for any sum or sums up to the aggregate amount of ____ (spell out dollar amount) ____ United States Dollars (\$____), available by draft at sight drawn on the Issuer. Any draft under this Credit shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and

2. State one of the following:

"This drawing is due to ____ (Applicant's name) ____ failure to perform certain obligations under an agreement ____ (include Permit #, Project # or Contract # as applicable) ____ between (Applicant's name) ____ and the State of Florida, Department of Transportation."

or

"This drawing is being made because the Issuer of the Letter of Credit upon which draft is made has failed to maintain the financial or organizational requirements established in Rule 14-116, Florida Administrative Code."

or

"This drawing is being made because we have been notified that the Letter of Credit will not be extended beyond the current expiration date and a satisfactory replacement has not been provided as of 14 days prior to the current expiration date."

All drafts will be honored if presented to (Must Be United States Address) on or before (Expiration Date) or any extended expiration date.

Drawings by facsimile to facsimile number () _____ are acceptable (each such drawing, a "Fax Drawing") provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number () _____. Issuer will acknowledge Beneficiary's presentment by e-mail to the e-mail address provided to Issuer in the Fax Drawing.

This Letter of Credit shall be automatically extended for successive periods of one year, without amendment, from the stated expiration date and each extended expiration date unless we send the State of Florida, Department of Transportation written notice of our intent not to extend the credit; which notice must be sent at least thirty (30) days prior to the expiration date of the original term hereof or any extended one (1) year term, by registered or certified mail or overnight courier, to the Comptroller of the Florida Department of Transportation at the Office of Comptroller, Mail Station 42B, 605 Suwannee Street, Tallahassee, Florida 32399, or any other address specified in writing to the Issuer at the above address by the Comptroller, Florida Department of Transportation. Notice to the State of Florida, Department of Transportation that this Letter of Credit will not be extended, shall be deemed a default.

This Letter of Credit is subject to the rules of the "International Standby Practices" ISP98, if a conflict between ISP98 and Florida law should arise, Florida law shall prevail.

Issuer:

By: _____ (Authorized signature of Issuer)

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

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 agencies from contracting with companies for goods or services of \$1,000,000 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 List. Both lists are created pursuant to section 215.473, Florida Statutes. This requirement is not applicable to federally funded contracts.

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. 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 _____ (name and title of authorized officer; (e.g., John Doe, Division 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, 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



Florida Department of Transportation



REQUEST FOR INFORMAL PROPOSAL

FLORIDA'S TURNPIKE ENTERPRISE

Retail Sales Opportunity – SunPass[®] Transponders

RFIP-DOT-13/14-8001-SM

EXHIBIT “A”

SCOPE OF SERVICES

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EXHIBIT "A"

SCOPE OF SERVICES

1.0 INTRODUCTION

SunPass® is the most significant change to Florida's Turnpike in the past 50 years. The electronic toll collection program began in April 1999 and is now deployed in most every major Florida market including South Florida, Orlando, and Tampa/St. Petersburg. SunPass® is interoperable with E-Pass in the Orlando area, works on toll bridges in the Panhandle, toll roads on the way to the Keys and LeeWay toll bridges in the Fort Myers area. Over 8 million SunPass® transponders have been sold since the inception of the program.

Currently the Department sells its transponders directly on the SunPass® website; over the phone; by mail; at its Boca Raton and Snapper Creek SunPass® Service Centers; SunPass transponders are also sold at thousands of retailers throughout the state of Florida including all eight (8) service plazas on Florida's Turnpike.

SunPass® customers pay less than cash customers at toll plazas and exits on Turnpike roads.

SunPass® Portable transponders carry a manufacturer's warranty for two-years. The SunPass® Mini has a 45-day warranty for defects and malfunctions from the date of purchase. Should transponders malfunction due to manufacturing errors, replacement transponders will be provided by the Department directly to the customer, free of charge.

Details of the services are described in Exhibit "A", Scope of Services, attached hereto and incorporated herein by reference.

The agreement shall be a Retailer Agreement issued by the Department and is attached hereto as Agreement. The Retailer agreement is non-negotiable.

2.0 DEPARTMENT SYSTEM OVERVIEW

The Department owns and/or operates facilities that consist of 606 miles of roadways located in Florida. Estimated annual toll revenue is over \$800 million with annual transactions of over 740 million or 2 million per day.

SunPass®, the Department's electronic toll collection system, has been in operation since 1999 and is accepted at almost every toll bridge or road in the State of Florida. Participation in the SunPass® program has continued to grow and SunPass® participation is now over eighty percent (80%). Over 8 million transponders have been issued by the Department since 1999.

Each month the Department issues about 80,000 SunPass® transponders with over 80% of active accounts participating in automatic replenishment (Easy Pay) via a credit or debit card.

3.0 DEPARTMENT OBJECTIVES

The Department intends to contract with multiple Retailers to purchase and resell SunPass Transponders at their retail locations.

Executed Retailer Agreements shall be for a five (5) year period. Agreements may be renewed for a period not to exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department.

Any renewal or extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in the executed Retailer Agreement.

4.0 RETAILER REQUIREMENTS

Retailers shall meet the following qualification requirements otherwise their proposals will not be considered.

1. Retailer must be in the Retail business engaged in the sale of products or products and services at a retail price to the consumer for at least five (5) years.
2. Retailer must be engaged in the sale of a variety of retail products and services.
3. Retailer must be a statewide Florida business with at least 75 statewide retail outlets with a broad distribution network throughout the State of Florida. The distribution network of retail outlets must at a minimum include locations in the Jacksonville, Orlando, Tampa/St. Petersburg, the Florida Panhandle, and South Florida markets.
4. Retailer must have walk-in store locations operating under the same trade name and same ownership. Retailer must display and sell SunPass® Portable and Mini Transponders at all Florida store locations.
5. Retailer shall have no more than two Florida warehouse distribution centers where all shipments of SunPass® Transponders by the Department will be received by the retailer.
6. Retailer must agree to order and receive pallet quantities as follows: 2,304 SunPass® Mini Transponders (one pallet); 576 Portable Transponders (one pallet).
7. Retailer cannot be under the jurisdiction of the bankruptcy courts of the United States.
8. Retailer shall be responsible for any and all costs associated with the sales of transponders at its stores.

5.0 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.169, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

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

6.0 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 reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395



Florida Department of Transportation



REQUEST FOR INFORMAL PROPOSAL

FLORIDA'S TURNPIKE ENTERPRISE

Retail Sales Opportunity – SunPass[®] Transponders

RFIP-DOT-13/14-8001-SM

EXHIBIT “B”

RETAIL PACKAGING SPECIFICATIONS

EXHIBIT "B"

CURRENT RETAIL PACKAGING SPECIFICATIONS

 SunPass® Portable Transponder	 SunPass® Mini Transponder
UPC: 0 94922 39074 5 	UPC: 0 94922 39073 8 
Product Size: 4.25" (L) x 1.375" (H) x 1.06" (W) - with 2 suction cups attached	Product Size: 2.88" (L) x 2.19" (H) x credit card thickness
Pallet: 96 cases / 576 Portables	Pallet: 96 cases / 2304 Minis
Case: 6 Portables	Case: 24 Minis
Package: Blister package	Package: Blister package
Package Size: 5.38" (H) x 5.75" (W) x 0.5" (Depth)	Package Size: 5.38" (H) x 5.75" (W) x 1.25" (Depth)



Florida Department of Transportation



REQUEST FOR INFORMAL PROPOSAL

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Retail Sales Opportunity – SunPass[®] Transponders

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Retailer Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RETAILER AGREEMENT

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "Department", and _____, duly authorized to conduct business in the State of Florida, hereinafter called "Retailer", hereby agree as follows:

1. GRANT OF RIGHT

Department grants to Retailer, and Retailer accepts from Department, the non-exclusive right to purchase and resell at retail the Department's SunPass® Transponders at Retailer's stores all operating under the same name.

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect for five (5) years.
- B. This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department. Any renewal or extension shall be in writing and executed by both parties and shall be subject to the same terms and conditions set forth in this Agreement.

3. TERMINATION

This Agreement may be terminated by the Department or the Retailer prior to expiration and without cause by providing no less than forty-five (45) days prior written notice to the other party.

4. DESCRIPTION OF GOODS; SALE AND DELIVERY

- A. Department shall sell, transfer, and deliver to Retailer and Retailer shall purchase from the Department the following described SunPass® Transponder at the per unit cost shown below. Retailer shall have to option to purchase either the SunPass® Portable Transponder or the SunPass® Mini Tag or both types of Transponders from the Department. Retailer's sale price for SunPass® Transponders shall not exceed twenty-five percent (25%) over Retailer's cost per unit of Transponder type as set forth below. The Retailer cost per Transponder type is as follows:

Transponder Type	Quantity	Retailer <u>Cost/Unit</u>
SunPass® Portable Transponder	1	\$20.00
SunPass® Mini Transponder	1	\$ 3.99

- B. The Department shall have the right, at any time, without prior notice, to reduce or increase the suggested retail price of SunPass® transponders. Should the Department reduce the suggested retail price, the Department will give a proportionate credit to the Retailer on the price paid by Retailer for a Retailer's unused stock of that model at the time such reduction is made and subsequently implemented by Retailer.
- C. Should the Department introduce a new model of SunPass® transponder that has a different suggested retail price, the Retailer's purchase price will be negotiated by the Department with the Retailer. Prior to negotiations, the Department will advise the Retailer of the suggested retail price for the new model.
- D. The Department will provide the Retailer the SunPass® transponder packaged for retail sealed in a Blister package.
- E. The Retailer's price is F.O.B. to Retailer's distribution center.
- F. Title to and risk of loss of SunPass® Transponders shall pass to Retailer upon delivery and Retailer's acceptance at the Retailer's distribution center. Thereafter, such risk of loss shall be on the Retailer, including any SunPass® transponder thereafter returned to the Department until their receipt by Department.

5. PAYMENTS

For SunPass® transponders sold to Retailer, Retailer shall pay the Department the full amount of the purchase price of the SunPass® transponders prior to shipment to the Retailer unless the retailer has:

- A. established a satisfactory payment record with the Department for SunPass® products for at least 1 year (6 order minimum); or
- B. has on file with the Department a letter from a bank or savings association indicating a willingness, without conditions or qualifications, to issue an Irrevocable Standby Letter of Credit in the amount of \$100,000, solely for the benefit of the Department, at the time the order is taken. To be considered, the letter must be issued by a bank or savings association that meets the requirements for acceptance by the Department's Comptroller in accordance with Florida Administrative Code (FAC) 14-116.002.

If the Retailer has established a satisfactory payment record with the Department for SunPass® products for at least 1 year (6 order minimum) or has provided the Department with a letter from a qualifying bank or savings association indicating a willingness to issue an Irrevocable Standby Letter of Credit, the Retailer shall pay the Department the full amount of the purchase price of the SunPass® Transponders within thirty (30) days, plus a ten (10) day grace period, of Retailer's receipt of the SunPass® Transponders and receipt of an invoice.

If Retailer is delinquent in payment of any obligation to the Department, the Department, in its discretion and in addition to any other right and remedies it may have under this Agreement or law, may suspend all pending orders and shipments to the Retailer until such delinquency is cured and until such time as Retailer provides an Irrevocable Standby Letter of Credit that meets the requirements outlined in 5.B. above.

6. RETAILER'S RETURN OF MERCHANDISE

- A. Retailer's "Customer Return Policy" with its customers will apply to SunPass® Transponders. The Retailer will receive a full credit of the original purchase price for SunPass® Transponders that are returned by Retailer to the Department in both opened and unopened packages as long as there is no visible evidence of damage to the transponder unit.
- B. If Retailer should elect in writing to discontinue sale of the SunPass® transponders, Retailer will sell back and deliver to the Department, free and clear of all liens and encumbrances, all quantities of unsold SunPass® Transponders for Department to repurchase at Retailer's original purchase price from Department. Retailer will bear all costs and expenses in returning the SunPass® Transponders to the Department.

7. PRODUCT PLACEMENT

Retailer will make every effort to place and promote SunPass® transponders at high visibility locations in each of its retail locations during the first year of this agreement.

8. ADVERTISING

- A. Retailer agrees to advertise SunPass® transponders within all of its stores for a minimum of ninety (90) days during the initial rollout period. Retailer further agrees to promote the sale of SunPass® on its website and in its published advertising, and subsequently advertise SunPass® transponders within its stores for a minimum of ninety (90) days each year for as long as this Agreement remains in force. The Department will make a available Point-of-Purchase (POP) material at no cost to the Retailer for use in its in-store advertising campaigns.
- B. Retailer agrees to allow the Department to use Retailer's name and logo in any Department advertisement for the sale and promotion of SunPass® transponders provided the sole purpose is to identify the Retailer as a source for the product. The Department will obtain approval from Retailer's advertising department prior to using the Retailer's name or logo in any advertisement or promotion. Retailer recognizes

the value of advertising and will cooperate with the Department in the Department's efforts to advertise and sell SunPass® transponders. Department agrees to discontinue using Retailer's name from the Department's advertising campaign if subsequently disapproved by Retailer.

9. ASSIGNMENT

Neither this Agreement nor any right under or interest in this Agreement may be assigned by Retailer without the express written consent of Department.

10. AMENDMENT

Notwithstanding anything in this Agreement to the contrary, Department shall have the right to amend, modify, or change this Agreement in case of legislation, government regulation, or change in circumstance beyond the control of Department that might affect materially the relationship between Department and Retailer.

11. GOVERNING LAW

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any claims or disputes arising out of this Agreement shall be in Leon County, Florida.
- B. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this contract and its interpretation, and that all the definitions contained therein will be applicable to this contract except where this contract expressly provide otherwise.
- C. The Retailer 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 Retailer in conjunction with this Agreement. Specifically, if the Retailer is acting on behalf of a public agency the Retailer shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Retailer.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and 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.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Retailer upon

termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Retailer to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Retailer shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Retailer and shall promptly provide the Department a copy of the Retailer's response to each such request.

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Retailer

By: _____
Authorized Signature

By: _____
Authorized Signature

(Print/Type)

(Print/Type)

Diane Gutierrez-Scaccetti

Title: _____

Title: Executive Director & C.E.O.

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL

REVIEW:

Procurement Office