

State of Florida
Department of Transportation
Central Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL TO SHERILL JOHNSON at sherill.johnson@dot.state.fl.us**

RFP Number: RFP-DOT-17/18-9054-SJ

Title: Maintenance of Traffic Training Program Administrator

Proposal Due Date & Time (On or Before): Tuesday, February 27, 2018 @ 3:00pm LOCAL TIME

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 Sherill Johnson of the Florida Department of Transportation Procurement Office at sherill.johnson@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 at www.myflorida.com , under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. 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, e-mail or telephone:

Sherill Johnson
(850) 414.4381
sherill.johnson@dot.state.fl.us

PRICE PROPOSAL FORM

RFP Number: RFP-DOT-17/18-9054-SJ

FOB: Statewide

RFP Title: Maintenance of Traffic Training Program Administrator

Services to be provided as specified in attached Exhibit "A", Scope of Services.

Note: The costs to the Administrator of all other services required in the attached Exhibit A – Scope of Services, as well as all other costs experienced by the Administrator in the performance of the resulting agreement acting as the sole Administrator are to be included in the Service Fees outlined below.

RATE ITEM 1

New Provider Application Submittal \$ _____ (not to exceed \$300.00 per course level)
(Basic, Intermediate, and Advanced Level – includes processing all instructor(s) and Proctor(s) information)

RATE ITEM 2

Provider Renewal Application Submittal \$ _____ (not to exceed \$300.00 per course level)
(Basic, Intermediate, and Advanced Level – includes processing all instructor(s) and Proctor(s) information.
Providers are required to renew every two years from the anniversary date they were initially approved.

RATE ITEM 3

Adding New Instructor \$ _____ (not to exceed \$75.00 per instructor)
(Note: Price should reflect when it's not included in the original or renewal application)

RATE ITEM 4

Adding New Proctor \$ _____ (not to exceed \$75.00 per instructor)
(Note: Price should reflect when it's not included in the original or renewal application)

RATE ITEM 5

Distribution, Grading, and Result Posting for a single examination \$ _____ (not to exceed \$20.00 per Trainee)

PRICE RATE TOTAL

(TOTAL OF RATES 1-5) \$ _____ (Used for the Price Proposal Evaluation Only)

RENEWAL: see Special Condition 33).

THE UNIT RATE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

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. However, all vendors should be aware, that July 1, 2016 through June 30, 2018, in accordance with House Bill 5003 Sec.73 and Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
06/12

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER TERMS & CONDITIONS

375-040-55
PROCUREMENT
OGC - 09/16
Page 1 of 7

Purchase Order 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)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information and items as specified in the competitive procurement documents, the completed purchase order form, and attached Exhibits which are integral parts of this purchase order contract (hereinafter called the Purchase Order). If additional terms and conditions of the Vendor are attached, only those provisions not in conflict with the State of Florida Purchase Order Conditions and Instructions and Purchase Order Terms and Conditions herein may be made a part of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida Purchase Order Conditions and Instructions, and any attached terms and conditions of the Vendor.
- B. Before making any additions or deletions to the work described in this Purchase Order, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and the Department shall issue a Change Order covering such work and compensation. Reference herein to this Purchase Order shall be considered to include any Change Orders.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Purchase Order, 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 Purchase Order. 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 Purchase Order. 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 applicable Florida law that governs and 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 Purchase Order. In the event that changes in the statute or rules create a conflict with the requirements of the published guidelines, requirements of the statute 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 the Purchase Order 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 Purchase Order. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's

Chief Engineer _____.

2. TERM

- A. Initial Term. Unless otherwise specified, this Purchase Order begins on the date of issuance.

Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order.

- B, 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 Purchase Order. Extension of this Purchase Order 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 Purchase Order 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 Purchase Order unless the failure to meet the criteria set forth in this Purchase Order for completion of this Purchase Order 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 non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor 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 will be forfeited at the end of the agreement period.
- B. 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 the Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. 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.
- C. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), 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 Purchase Order. 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.

- D. Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Department at all times during the period of this Purchase Order and for three years after final payment for the work pursuant to this Purchase Order 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.
- E. 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 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 State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and the Department, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized by terms of this Agreement and the Department, 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.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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 Purchase Order. 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. (Select and complete as appropriate):

- No general liability insurance required.
- The Vendor shall carry and keep in force during the term of this Purchase Order a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this Purchase Order.
- The Vendor shall have and maintain during the term of this Purchase Order, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to chapter 675 and section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Purchase Order in the amount of \$ _____.

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. (Select as appropriate):

- No Bond required.
- Prior to commencement of any services pursuant to this Purchase Order 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 Purchase Order 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 therefor.

E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Purchase Order, 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 agrees that it shall make no statements, press releases, or publicity releases concerning this Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager and securing prior written consent.
- B. 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 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.

- C. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable Florida law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Purchase Order. 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 Purchase Order 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 Purchase Order.
- D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.fdot.gov/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- E. 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.
- F. 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 Purchase Order 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 Purchase Order in the event an assignment is made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Purchase Order 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 Purchase Order is to be terminated.
- D. If the Purchase Order 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 Purchase Order. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Purchase Order and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Purchase Order. 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 Purchase Order to other than subcontractors specified in the proposal, bid and/or Purchase Order without the prior written consent of the Department.

B. Select the appropriate box:

The following provision is not applicable to this Purchase Order.

The following provision is hereby incorporated in and made a part of this Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Purchase Order shall be deemed to be substituted for the state agency 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 Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order 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 Purchase Order, the person, firm, or other business entity (Vendor) carrying out the provisions of this Purchase Order 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, Florida 33716-1826
Telephone: (800) 643-8459

This Purchase Order involves the expenditure of Federal funds and hence, Section 946.515, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Purchase Order.

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, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Purchase Order.

- 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. It is understood and agreed by the parties hereto that if any part, term or provision of this Purchase Order 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 Purchase Order did not contain the particular part, term or provision held to be invalid.
- D. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Purchase Order, 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 action 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 Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Time is of the essence as to each and every obligation under this Purchase Order.
- G. If this Purchase Order 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 Purchase Order and shall take precedence over any inconsistent provisions in this Purchase Order.
- H. If this Purchase Order is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Purchase Order.
- I. This Purchase Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Purchase Order shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- J. 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.
- K. Vendor/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.

The provisions in the PURCHASE ORDER TERMS & CONDITIONS constitute an integral part of the Purchase Order contract. The Vendor acknowledges acceptance of the terms and conditions of this Purchase Order by providing the services described in this Purchase Order.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC RECORDS PROVISIONS FOR PURCHASE ORDERS
(CONTRACTUAL SERVICES)**

Purchase Requisition No.: _____

WHEREAS, the Parties have agreed to the terms and conditions set forth herein.

The Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant/Contractor/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 Consultant/Contractor/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 Consultant/Contractor/Vendor or keep and maintain public records required by the Department to perform the service. If the Consultant/Contractor/Vendor transfers all public records to the Department upon completion of the Agreement, the Consultant/Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, the Consultant/Contractor/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 Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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

Central Office

850-414-5355

COprcustodian@ dot.State.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
12/09

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: _____

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

375-030-60
PROCUREMENT
OGC – 07/17

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 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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: _____

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
Maintenance of Traffic Training Program Administrator

RFP-DOT-17/18-9054-SJ

CONTACT FOR QUESTIONS:

Sherill Johnson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
sherill.johnson@dot.state.fl.us
Phone: (850) 414.4381

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide Maintenance of Traffic Training Program Administrator Services. It is anticipated that the term of the contract will begin on the date of execution and be effective five year from the date of execution.

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 Proposals (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 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 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>
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	02-12-2018	05:00 PM
PROPOSALS DUE, ON OR BEFORE (Technical and Price Proposal) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414.4381	02-27-2018	03:00 PM
PUBLIC OPENING (Technical Proposal) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Room 129 Tallahassee, Florida 32399-0450	02-27-2018	03:00 PM
PUBLIC OPENING / MEETING (Price Proposal) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Room 129 Tallahassee, Florida 32399-0450	03-19-2018	10:00 AM
SELECTION MEETING Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Room 129 Tallahassee, Florida 32399-0450	03-19-2018	10:00 AM
POSTING OF INTENDED AWARD	03-19-2018	05:00 PM

3) **AGENDA FOR PUBLIC MEETINGS**

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-17/18-9054-SJ

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and documented. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening/Selection Committee & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-17/18-9054-SJ

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score.
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Calculate price scores and add to technical scores to arrive at total scores.
- Announce Proposer with highest Total Score
- Announce Intended Award
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn.

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. However, all vendors should be aware, that July 1, 2016 through June 30, 2018, in accordance with House Bill 5003 Sec.73 and Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. 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 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 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 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:

FDOT Procurement Office

Attn: Sherill Johnson

605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450

Or sherill.johnson@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4381

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 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 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 bidders 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 bids 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. Bidders 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 a contract to the responsive and responsible vendor with the highest adjusted score for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

8) PRE-PROPOSAL CONFERENCE: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

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 proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. 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 posting of the intended award of the contract. For authorization, contact:

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

9.4 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 32399-0797
(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) days from the date of acceptance by the purchaser. Any deviation from this criterion 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 they have obtained the following types of insurance, 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, Procurement Office, Sherill Johnson, 605 Suwanee Street, MS 20, Tallahassee, Florida 32399-0450** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000.00 minimum per person and \$300,000.00 minimum each occurrence, and property damage insurance of at least \$200,000.00 minimum each occurrence, for the services to be rendered in accordance with this contract.

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. 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.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

Payment shall be made to the Vendor upon satisfactory delivery of goods and/or performance of services, at the unit rates specified on the Purchase Order, as approved by the Department

FINANCIAL CONSEQUENCES: 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 non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor 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 will be forfeited at the end of the agreement period.

14) CONTRACT DOCUMENT

PURCHASE ORDER

The MyFloridaMarketPlace "Purchase Order Terms and Conditions" and the Department's "Purchase Order Terms & Conditions" are attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for 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 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

RFP responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, 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(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving

seventy (70) points or more on the Technical 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.

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 submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER: RFP-DOT-17/18-9054-SJ
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER: RFP-DOT-17/18-9054-SJ
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (5 copies) (Do not include price information in Part I)

The Proposer must submit one (1) hardcopy original and four (4) copies of the technical proposal, along with a corresponding digital version of the hardcopy, in portable document format (PDF) on a CD or DVD. The Technical Proposal is to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-17/18-9054-SJ". Proposers are asked to adhere to the page limits set forth for each component listed below. Any portion of the technical proposal that exceeds the listed maximum page limit will not be evaluated and may be reflected in the technical proposal score.

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 shall limit the Summary to no more than four (4) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a Management Plan which describes administration, management and key personnel. The Proposer shall limit the Management Plan to no more than five (5) pages.

a. Administration and Management

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

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a Technical Plan which explains their technical approach, facility capabilities, and prior relevant experience. The Proposer shall limit the Technical Plan to no more than seven (7) pages.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. Describe plans, methods and mindset for performing work needs analyses, proactive issues identification, or any other tasks associated with accomplishing the tasks identified in the Scope of Services. The Department will look for a strong emphasis on proactive methods instead of reactive methods.

b. Facility Capabilities

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.

c. Prior Relevant Experience

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

22.3 Price Proposal (Part II) (2 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-17/18-9054-SJ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

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 (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 12-point font and should be Times New Roman or larger. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion. The entire Technical Proposal is limited to a maximum of 16 total pages, not counting bindings and covers. A page with information on both sides is considered two pages.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired. Proposals should be written in plain language without the use of ambiguous words such as may, might, should, etc. The Proposer should use definitive statements of what he/she will or will not accomplish.

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. Proposers should include all relevant material in the appropriate section. Do not include any appendices, exhibits, resumes, or information in any form outside of the Section appropriate for that information.

23) **"DRUG-FREE WORK PLACE" PREFERENCE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid 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 RFP-DOT-17/18-9054-SJ- 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) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Central Procurement Office
Attn: Sherill Johnson, Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414.4381**

It is the proposer's responsibility to assure that the proposal (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 proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

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

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal 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 RFP number, due date and time should appear on the envelope of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). 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 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 vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive.

Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

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 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. 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 vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

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

a. Technical Proposal (100 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:

	<u>Point Value</u>
1. Executive Summary	15
2. Management Plan	40
3. Technical Plan	45

b. Price Proposal

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\frac{PRT}{TS} = \text{Adjusted Score}$$

PRT = Price Rate Total

TS = Technical Proposal Score

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision 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)", 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 after the price proposal opening time and date. 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 Purchase Order issued by the Department and a written Notice to Proceed, issued by the Project Manager.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

34) ATTACHED FORMS

Price Proposal Form
Drug-Free Workplace Program Certification (Form 375-040-18)
MBE Planned Utilization (Form 375-040-24)
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)

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

35.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

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:

Special Conditions

Scope of Services/Specifications

Price Proposal

MFMP Purchase Order Terms and Conditions

37) EQUITABLE ADJUSTMENT

At the discretion of the Department, contract price adjustments may be allowed in accordance with General Condition 4(e) of Form PUR 1000, attached hereto. The contract vendor shall provide written notice to the Department requesting a price adjustment and written approval from the Department's Contract Manager is required prior to commencing with the price adjustment effective the subsequent invoice period. The Contract Vendor must provide documentation to the Department to support the request for pricing adjustment(s). Unit price adjustments due to fuel cost increases or decreases shall utilize the Federal Government's Annual Energy Review to display changes in material costs. The following website can be used as support for the submitted unit price adjustment request: <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. Information from this website will only be used as supporting documentation and must accompany the request for a price adjustment.

Exhibit “A”
Scope of Services
Maintenance of Traffic Training Program Administrator

1. INTRODUCTIONS / OVERVIEW

The Florida Department of Transportation (FDOT) has initiated the Maintenance of Traffic (MOT) Training courses to provide every person involved with Work Zone Traffic Control with continuing and consistent education to ensure FDOT standards are followed in planning, designing, supervising, implementing and maintaining work zone traffic control. Services performed involve the administration and processing of MOT Training courses. Services are to be financially self-supporting by assessing providers a fee for processing each MOT course and instructor reviews.

The Maintenance of Traffic (MOT) Training program is under the guidance of the MOT Technical Review Team (TRT). This Team is responsible for reviewing the technical content of MOT courses, defining the training objectives for each course, and providing technical advice as needed regarding the content and technical adequacy of the delivery of the training and examinations. The teams recommend the approval of Providers and Instructors. The teams also review the performance of instructors. These teams are appointed, replaced and revised by the FDOT at its sole discretion.

The bulk of training materials and examinations are now developed and need only occasional updates by the TRT.

The administration of the MOT program will use a self-supporting model handled by the MOT Administrator (hereinafter Administrator) under an agreement with the FDOT. The fees to support its role will be collected from Providers who will be charged administration service fees (hereinafter Service Fee) to become a Provider, renew their registration as a Provider, and receive each of their Trainee examinations and have those examinations graded including updating the Trainee’s records to reflect the outcome. The Administrator will maintain the MOT database of qualified applicants, approved Providers, approved training instructors, proctors and TRT members. The Administrator will maintain a library of the FDOT’s MOT training materials and examinations. The Administrator will also handle such other administrative duties as are listed elsewhere in this Scope of Services document (hereinafter Scope).

2. DEFINITIONS

Business Day: Any weekday from Monday through Friday, which is not also a paid holiday for employees of the State of Florida.

Calendar Day: The period corresponding to any date on the calendar starting at 12:01 AM on that date and ending at midnight on that date. Where multiple calendar days are mentioned, they will be considered to run consecutively with the first day beginning at 12:01 AM on the start date.

Calendar Month: The one month periods beginning at 12:01 AM on the first day of each month of the year and ending at midnight on the last day of that month.

Calendar Quarter: The 3 month periods beginning at 12:01 AM on the first day of the first, fourth, seventh and tenth months of the year.

Construction Training and Qualification Manual (hereinafter CTQM) Chapter 10: Provides the training requirements and certification process for all personnel responsible for the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way.

District Training Coordinator (hereinafter DTC): Individuals designated by and employed by the FDOT. The DTC's role includes the coordination with the TRT, the Administrator, and Providers. Their principal area of concern will be the training needs of staff working within the FDOT district they represent.

Employer Training Contact (hereinafter Training Contact): Individual who works for the Trainee's employer and who has been designated by the employer as the principal contact with that employer regarding issues related to the Trainee's MOT training, including but not limited to scheduling training, paying for training and verifying training has occurred and qualifications due have been granted.

For Trainee's employed by the FDOT, the Employer Training Contact is the DTC.

Florida Department of Transportation (hereinafter FDOT): Executive agency that reports directly to the Governor. FDOT's primary statutory responsibility is to coordinate the planning and development of a safe, viable, and balanced state transportation system. In addition, FDOT is responsible for overseeing the implementation and administration of the MOT Training Program.

Learning Curve: The FDOT's current employee training and development computer program. The construction training data generated in the TQDBS shall be adapted by the Administrator to download data to Learning Curve.

MOT Administrator (hereinafter Administrator): The entity in contract with the FDOT to provide services as set forth by this Scope, which includes but is not limited to, maintaining the MOT database. This entity and FDOT agree that in return for performing the duties of the Administrator that the selected entity will be authorized by FDOT as the sole Administrator. The Administrator is further authorized by FDOT to charge all Providers a service fee. The Administrator may not act as an MOT Provider.

MOT Provider (hereinafter Provider): An entity which has been reviewed and approved by the FDOT's TRT to provide MOT training courses. Providers must also have a staff of trained Instructor(s) who are approved by the FDOT's TRT and are also qualified in and knowledgeable of the course subjects they are approved to teach. A Provider also has a staff of examination proctors who are knowledgeable of and practice the FDOT's proctoring rules published in Chapter 1 of the FDOT's Construction Training and Qualification Manual (FDOT Procedure 700-000-001).

Native File Format: The file format that MOT files of all kinds are stored edited and distributed in for use by the Administrator. Where multiple file formats are used, the Administrator shall seek clarification from the State Construction Training Administrator as to which format shall be considered the native file format for archiving. This will usually be the format which best facilitates the future manipulation and partial reuse of the file.

State Construction Training Administrator (hereinafter SCTA): The individual designated by and employed by the FDOT. The SCTA's role includes the coordination with the Administrator, the TRT's and other policy makers with respect to the direction of the MOT and the content, quality, administration and

effectiveness of the MOT training. All official communication regarding this Scope will flow through the SCTA. The SCTA shall serve as the liaison between the FDOT and the Administrator. The SCTA's role includes the coordination between the FDOT's State Construction Office and other FDOT offices regarding issues concerning the Administrator.

Training Identification Number (hereinafter TIN): The first 9 digits of the Florida Driver's License Number or the first 9 digits of the Florida Identification Card Number.

Training Qualification Data Base System (hereinafter TQDBS): Database that holds qualification and training records for Trainees who hold or have held MOT qualifications.

Technical Review Team (hereinafter TRT): The team responsible for reviewing the technical content of MOT courses, defining the training objectives for each course, and providing technical advice as needed regarding the content and technical adequacy of the delivery of the training and examinations. The teams recommend the approval of Providers and Instructors. The teams also review the performance of instructors. These teams are appointed, replaced and revised by the FDOT at its sole discretion.

TRT Chairperson: A member of the TRT assigned by the Director Office of Construction to act as the facilitator of all TRT related duties.

3. OBJECTIVES

The Administrator's duties include maintaining an archive of MOT training materials, distributing and grading MOT examinations, retaining training records, and complying with the provisions outlined in CTQM, Chapter 10. The purpose of this Scope is to establish an agreement between the FDOT and the Administrator to perform the administration of the MOT Training Program. The provisions of this scope shall supersede any inconsistent provisions in this Standard Written Agreement.

4. SERVICES AND FACILITIES TO BE PROVIDED BY THE ADMINISTRATOR

4.1 Minimum Task and Facilities Listing

The Administrator shall, at a minimum, perform the following services and provide the following items and facilities.

1. Maintain, update and enhance as required the MOT databases containing information on Trainees, approved Providers, approved training instructors and approved CBT proctors. Maintain, update and enhance, the MOT databases, in compliance with applicable FDOT technical standards available at <http://www.fdot.gov/it/AppDevDocsAndGuidelines.shtm> , containing information on trainees, approved providers, approved training instructors and approved CBT proctors.
2. Maintaining, updating and enhancing the MOT internet website and database, in compliance with applicable FDOT technical standards, as required, including but not limited to the following issues.
 - a. Maintain an online course catalog describing, for each available course, the objective, content, required written and/or proficiency examinations, and course duration. This will be updated as new courses are added or existing courses are altered.

- b. Create and maintain electronic (pdf) MOT certification and wallet card in the data base for each certified individual. At the Provider's request, within 7 days, send a paper copy of the MOT certification and wallet card to the provider.
- c. Maintain an online public interface in compliance with applicable FDOT technical standards, for checking the MOT training history of an individual by submitting that individual's TIN (or name). The interface will include but not limited to the following information:
 - 1. Trainee Name;
 - 2. Trainee employer name;
 - 3. Name of Provider;
 - 4. Date of the training examination; and
 - 5. Pass/Fail result of the examination
- d. Maintain online public links to each approved Provider's preferred Trainee registration and contact point information.
- e. Maintain an online list of the Administrator's staff with job title, phone number and email address for each.
- f. Provide an initial review of Provider's qualifications and Instructor's resumes for MOT training. The final approval or rejection will be determined by the TRT.
- g. For each course, maintain an online list of Providers approved by the FDOT. For each Provider on the list, show an administrative contact such as the individual's name, phone number and email address. For each Provider on the list, show the names of the Provider's Instructors approved to present that specific course with a contact phone number and email address for each.
- h. Upon notification by the TRT Chairperson, add approved Provider's and Instructor's names to the online lists for the specific course(s) they were approved on the Administrator's website within 7 calendar days.
- i. Maintain an online link to relevant sections of the FDOT's specifications, procedures and manuals regarding required construction training and qualifications.
- j. Maintain online links to the requirements for MOT training qualifications (CTQM Chapter 10).
- k. Maintain and grant access to Providers to an online, downloadable Applicant Personal Data Sheet Form as a Microsoft Word file for student registration purposes.
- l. Maintain online copies of the MOT training course manuals online which may be publicly accessed for the purpose of review by applicants prior to course attendance.
- m. Maintain an online advertisement of the Service Fee as described in Section 16 of this Scope, on the initial web page displayed when visiting the Administrator's website.

- n. Ninety days prior to the Provider's certification expiration date, send a notification letter as certified mail to the Provider notifying them of the expiration date.
 - o. Create and submit a Project Plan to the SCTA within 30 days of execution of the contract for how the maintenance of the MOT web application will be handled, and update the Project Plan as required for approval.
 - p. Create and submit a Security Plan for the MOT web application using the approved FDOT Security Plan template, and update the Security Plan as required for approval.
 - q. Maintain, update and enhance the MOT application code and data model as required for approval in preliminary and final reviews in the following FDOT review processes:
 - .Net Coding Standards Review
 - Web Applications Standards Review
 - 508 Standards Compliance Review
 - SQL Code Review
 - Multimedia Review, if applicable
 - Informal review of the data model in coordination with the Business System Support Office Database Administration Team management
3. Maintain a library of current electronic copies of the MOT course training materials, course examinations, and course manuals.
- a. Initial Provider Copy of Course Materials: Within 7 calendar days of notification by the TRT Chairperson that a Provider and its Instructors have been approved to provide training for a specific MOT Course, send the Provider the current electronic copy of the MOT course training materials, course manuals, instructors course manuals, and any other electronic file based course related training materials, except the course examinations.
 - b. Initial Provider Copy of Revised Course Materials: Within 7 calendar days of notification by the TRT Chairperson of revisions to any current electronic copies of any of the MOT course training materials, course manuals, instructors course manuals, or any other electronic file based course related training materials, except the course examinations. Send a copy of such revised items to all approved Providers that offer the specific MOT course to which the revisions pertain.
4. When course materials are revised by FDOT, maintain a library of electronic copies (as PDF files and in native file format) of the previous FDOT's course materials thereby made obsolete.
5. Produce and distribute serially numbered examination packets to approved Providers who are approved to give those examinations and that request and pay the Service Fees to receive those examination packets, within 14 calendar days of the Administrator's receipt of the request and payment. Evidence of a valid credit card payment authorization shall be considered evidence of payment.

6. Provide a full refund of the Service Fees paid, to receive serially numbered examination packets, to Providers who return such examination packets unopened to the Administrator. Provide such refunds within seven calendar days of receipt of such returned unopened serially numbered examination packets.
7. Refund Providers 50% of the amount of the fees paid to receive serially numbered examination packets who return such examination packets, including all the original contents of such packets after opening. Provide such refunds within 7 calendar days of receipt of such returned opened serially numbered examination packets.

(Note: Sections 5. through 7. above do not apply to In-house FDOT Providers)

8. Accept, time stamp, serially number and maintain a log of online electronic requests by approved Providers for exams on the MOT website. Provide time stamped receipts for printing by requestor at time of online request.
9. Grade MOT examinations returned by Providers and post the examination results within 7 calendar days of receipt of those results on the MOT website section which the Trainee may check using the Trainee's Training Identification Number (TIN).
10. Send a copy of the examination pass/fail results to the Provider within 14 calendar days of receipt of those examinations.
11. Chronologically sort and store all completed Trainee answer sheets for a period of 4 years after receipt or 2 years after the last request for or correspondence regarding such answer sheets, whichever is later. After this period and for Archival purposes, scan the answer sheet to a PDF file, store the scanned PDF in the server database and destroy such answer sheets by shredding.
12. Provide copies of any completed Trainee answer sheet and the examination which accompanied it within 3 business days of the SCTA's email request for such records. Accomplish this task by scanning those records to an Adobe PDF file and transmitting them by email to both the SCTA and the TRT Chairperson designated in the SCTA's request for such records.
13. Process changes in Trainee personal data, such as name, address, and employer, when submitted by the Trainee on a MOT Applicant Personal Data Sheet Form by fax, email or by mail. Retain paper copies of such requests sorted by TIN number for 2 years, then scan those records to a PDF file, and destroy the paper copies by shredding.
14. Process changes to the Trainee's current employer data when provided written documentation that the employer shown for a specific Trainee in the TQDBS is no longer valid. In such cases, the current employer will be the new employer or be shown as unknown if the Trainee has not assumed a role with a new employer. Retain paper copies of such requests sorted by TIN number for 2 years then destroy the paper copies by shredding.
15. Maintain an email mailing list as an electronic file containing the Trainee name, Trainee email address, Training contact's email address, and date of the Trainee's most recent MOT examination. Send notification to trainees ninety days prior to expiration of their certification.

16. Prepare the annual MOT Customer Survey file and email invitations to respond as stated Section 13 of this Scope.
17. Maintain a telephone number which is answered by a member of the Administrator's staff member to field calls regarding the MOT program from 8:00 AM to 5:00 PM on normal business days. An answering machine or other automated response method will be unacceptable for this purpose. The Administrator's staff member assigned this duty shall be knowledgeable in all aspects of the MOT and shall be capable of answering questions related to MOT and the Administrator's functions or redirecting the caller to a staff member who can answer those questions. Where the questions being asked involve a Provider, the Administrator's staff member assigned this duty shall inform the caller of that fact and give the caller the contact name and telephone number of the Provider in question.
18. Ninety days prior to the expiration of this agreement, provide the FDOT with the proposed dollar amount of Administrator's future Service Fee, for the FDOT's use in considering the renewal of the Administrator's agreement.
19. Comply with the current version of the FDOT's CTQM published on the FDOT's State Construction Office Web Site on the execution date of the contract between the Administrator and the FDOT, at no additional cost to the FDOT, the Providers, and the MOT Trainees.
20. Comply with all revisions to the FDOT's Construction Training and Qualification Manual (CTQM) as published on the FDOT's State Construction Office Web Site. Where such revisions result in an alteration in the quantity or character of the work, those alterations will be handled in accordance with Section 15 of this Scope.
21. Any other related services necessary to accomplish the Administrator's task required by this agreement.

4.2 MOT Internet Web Site

An FDOT MOT Training website has been created and provided at the following link: <http://www.motadmin.com/home.aspx>. The MOT website will be maintained and updated, in compliance with applicable FDOT technical standards, as required by the Administrator to serve as a central location for accessing information related to the MOT. This website has both public access sections and restricted access sections which are to be accessed only through the use of the proper user identification codes and user password codes. The security of the information accessed through the restricted access sections of the MOT website shall comply with the security requirements for the storage of that same information on the FDOT's websites. Enhancements to the MOT website will be developed by the Administrator in response to requests by FDOT. The Administrator shall not alter, increase or decrease, the function, quality or quantity of services provided on the MOT website without the approval of the SCTA.

4.3 MOT Databases

Some of the fields included in MOT databases contain confidential and personal information pursuant to Florida Statutes. While some data fields must be made available to the public for the successful operation of the MOT, certain data fields shall be viewable only by those individuals designated by the FDOT and provided with the appropriate user identification and password codes. The data dictionary, data model or any documentation delivered/created must include those elements or columns that are sensitive/confidential and it must provide the supporting rule/statute with an explanation of why. The

FDOT's SCTA shall be notified immediately when and if the MOT Administrator receives a public records request for any of the information contained in the any of MOT database fields which require user identification and password codes. That notification shall include the description of the specific information requested in the public records request.

4.4 Software Required Performing the Administrator's Duties

The Administrator will purchase and/or maintain all software licenses required to possess and operate the software required to perform the Administrator's duties. The required word processor software will be Microsoft Word (most current); the required numeric spreadsheet software will be Microsoft Excel (most current). The Database software the Administrator proposes to use must be capable of reading the existing Microsoft Access (most current) MOT database records, queries, tables, reports, etc. and shall have the ability to perform all the anticipated functions of the current MOT TQDBS for the next 12 years. An additional 4,500 individual test are anticipated for each of the next 12 years. The Administrator shall propose all specific software required to perform the duties outlined in this Scope with the exception of Microsoft Word and Microsoft Excel.

4.5 Serially Numbered Examination Packets

Producing and distributing serially numbered examination packets will be done in accordance with the format provided by the FDOT. This format will include specific administrative information which the Trainee will be required enter on the answer sheet. Each answer sheet shall be linked, by the use of a serial number printed on both the examination and the answer sheet, to a specific version of the test which is included with that answer sheet in the examination packet.

Maintain a database of examination packet serial numbers indicating which version of the specific MOT examination that was included in each serially numbered examination packet issued. Such data base listings shall be maintained by the Administrator until the completed Trainee answer sheet originally included in the examination packet is destroyed by shredding as described elsewhere in this Scope.

Store examination packets held at its office in locked cabinets until shipping to Providers. The Administrator will ensure that all returned examinations and answer sheets are secured in locked cabinets during the 5 year retention period from the time they are received by the Administrator.

4.6 Office and Data Storage Facilities, Record Storage Facilities

The Administrator will provide space for its staff at one or more office locations, including all required office furnishings, office supplies, communications equipment and computer equipment to conduct the Administrator's business as described in this scope. Provide secure space for an offsite back up of the computer equipment, computer software, and computer data required to conduct the Administrator's duties, operate the MOT website, store the MOT's computer data online, store the MOT's paper records and house such other materials as are essential to continue the conduct of the Administrator's duties required by this agreement in the event the Administrator's primary office is non-functional due to damage or destruction for any reason by any cause. The MOT's electronic records are to be backed up daily and such daily backups are to be stored at an offsite location for a period of at least one month. Such daily backups are not to be destroyed or compromised by reuse until they are superseded by a more recent permanently archived monthly backup. The MOT's electronic records are also to be backed up monthly and such monthly backups are to be archived permanently at an offsite location. Provide the FDOT with access to, and or copies of daily and monthly data backups at any time this is requested by the FDOT. The Administrator will provide the FDOT with archival copies of the MOT's electronic data backups upon the termination of this agreement.

The Administrator will also keep completed Trainee examination and answer sheets on file at the Administrator's office for 5 years after receipt by the Administrator. After the retention period, the Administrator shall scan those records to a PDF file, maintain a copy on the server, and then destroy by shredding, The PDF records shall be given to the FDOT. These answer sheets shall then be destroyed by shredding.

4.7 Administrator Staffing

The Administrator's staff shall be named in its proposal. The staff named in the Administrator's proposal shall not be replaced without the written approval of the SCTA.

5. KEY STAFF AND GROUPS ADMINISTRATOR WILL INTERACT WITH

The Administrator is expected to interact with the following key staff and groups as described in the definition section of this Scope.

MOT Training Providers (Providers)
FDOT's State Construction Training Administrator (SCTA)
FDOT's District MOT Training Administrators (DMTA)
Employer Training Contacts
TRT Chairman

6. FUTURE FEE REDUCTIONS FOR UNSATISFACTORY PERFORMANCE

For each of the performance metrics below, unsatisfactory performance shall not be considered to have occurred more than once, for that performance metric, in any calendar quarter. A separate incidence of unsatisfactory performance shall be considered to have occurred for each of the performance metrics below on which an acceptable standard of performance is not achieved. No more than one incidence of unsatisfactory performance may only occur in any calendar quarter when an acceptable standard of performance is not achieved on more than one of the performance metrics shown below.

The Administrator's performance for a specific calendar quarter will be evaluated by the SCTA during the next calendar quarter. Any fee reduction resulting from unsatisfactory performance will begin at the start of the first calendar quarter to begin after the evaluation of poor performance is made by the SCTA and such fee reduction will continue for a period lasting 1 year. For each incidence of unacceptable performance on the performance metrics in Section 7, a single fee reduction will be applied to the Service Fee. That fee reduction dollar amount is calculated by taking 1.25% of the pre-established Service Fee dollar amount and rounding that reduction dollar amount down to the closest whole dollar. This fee reduction dollar amount shall be the same for each incidence of unacceptable performance on the performance metrics in Section 7.

If the aggregate number of fee reductions being applied concurrently to the Service Fee is greater than or equal to eight (8) then the Administrator will no longer be considered to be performing the duties of this agreement in a prompt, faithful and efficient manner. In that case the Administrator may be considered to be in default of this agreement by the FDOT and the FDOT has the right to terminate this agreement and seek all remedies available by law or this agreement. The SCTA will notify the Administrator by certified mail if the FDOT considers the Administrator to be in default of this agreement.

7. PERFORMANCE METRICS

7.1 Metric 1 – Prompt Delivery of MOT Examinations

Acceptable performance standard: During any calendar quarter, 95% or more of MOT examinations are delivered to approved Providers by the start of the 15th calendar day after the Provider's request for those examinations and during any calendar quarter, 100% of MOT examinations are delivered to approved Providers by the start of the 21st calendar day after the Provider's request for those exams.

7.2 Metric 2 – Prompt Grading/Result Posting for Examinations

Acceptable performance standard: During any calendar quarter, 95% or more of MOT examinations are graded and have the score, pass fail result, qualification or notice regarding the lack thereof, posted on the appropriate area of the MOT website by the start of the 15th calendar day after the Administrator's receipt of those examinations and during any calendar quarter, 100% of MOT examinations are graded and have the score, pass fail result, and qualification or notice regarding the lack of qualification posted on the appropriate area of the MOT website by the start of the 21st calendar day after the Administrator's receipt of those examinations.

7.3 Metric 3 – Prompt Delivery of Required Periodic Reports

Acceptable performance standard: Not more than 2 periodic reports required by this agreement are delivered after the calendar day of the due date for those reports in any calendar quarter.

7.4 Metric 4 – Annual Average Customer Service Rating

Acceptable performance standard: [Note: this performance metric will only be used in the fourth quarter of each calendar year.] An acceptable or better average customer service rating for the Administrator on the responses received from Trainees, Employer Training Contacts and Providers to the Annual MOT Customer Survey. The MOT Customer Survey question regarding a customer service rating for the Administrator shall use the following multiple choice question and answers.

The customer service provided by the Administrator was:

A. outstanding B. good C. average D. poor E. unsatisfactory

The question shall be scored with 4 points given for outstanding, 3 points given for good, 2 points given for average, 1 point given for poor and no points given for unsatisfactory. A response score of 3.00 or greater will be considered an acceptable standard of performance. Provide the SCTA a copy of the results by February 1st of each calendar year.

8. AUDITS

The FDOT reserves the right to audit the Administrator's records at any time with FDOT employees or an independent auditor. The Administrator shall permit onsite visits, at any time, by employees of the State of Florida, the FDOT and its authorized employees, officers and agents to conduct audits to ensure compliance with Florida Statutes. The Administrator shall grant access to all records pertaining to this agreement including access to all computers, communications devices and any other equipment used to store, monitor, produce, or transmit such records at any premises, whether onsite or offsite.

Records of costs incurred under terms of this agreement shall be maintained, by the Administrator, and made available upon request to the FDOT at all times during the period of this agreement and for three (3) years after the cancellation of this agreement, the termination of this agreement, the final payment is made on this agreement, or until the conclusion of any claim litigation, settlement or appeal, or for such longer period, if any, required by applicable law or regulation, which ever date is latest. Copies of these documents and records shall be furnished to the FDOT upon request. Records of costs incurred shall include the Administrator's general accounting records and the project records, together with supporting documents and records of the Administrator and all subcontractors performing work on the project, and all other records of the Administrator and subcontractors considered necessary by the FDOT for a proper audit of project costs.

It is anticipated that the FDOT may wish to audit the Administrator's records at least once per year. The SCTA will notify the Administrator if and when an annual audit of the Administrator's records will be required and if the Administrator will be required to hire an outside auditor including the name of the outside auditor, or if that function will be handled by the FDOT's Office of the Inspector General.

When an outside auditor is requested, that audit will be paid for by the Administrator as a program expense reimbursable to the Administrator by the FDOT through an amendment to this agreement in accordance with Section 15 of this Scope. The audit shall not commence and the Administrator shall not sign a subcontract with the auditor until the SCTA has reviewed and approved that auditor's subcontract and an amendment providing for the reimbursement has been executed by the parties. The Administrator will cooperate with the auditor in making all records available upon request.

At any time the FDOT discovers any excess payments, payments not in conformity with this agreement, or any disallowed costs which have been paid to the Administrator under this agreement, the Administrator agrees that such amounts are due to the FDOT as the trustee of the MOT upon demand by the FDOT. Any payment to the Administrator made under this agreement may be adjusted for audit results.

9. APPROVAL OF SUBCONTRACTS

All subcontracts under this agreement are subject to FDOT review and approval prior to authorization. No modifications to these subcontracts will be made without FDOT's prior written approval. Such subcontracts shall comply with Section 9 of this Scope. No subcontractor to the Administrator may act as a Provider.

10. OWNERSHIP OF WORKS, INVENTIONS AND DATA

Any and all MOT materials records and/or programming developed pursuant to this agreement and in accordance with the current FDOT standards available at: <http://www.fdot.gov/it/AppDevDocsAndGuidelines.shtm> will become the property of the FDOT. FDOT will have the rights to use modify and extend all material developed under this agreement without any restriction or limitation. The Administrator and subcontractors will be entitled to use, for their own benefit, any material developed under this contract except material associated with examinations. All material associated with course examinations developed under this contract will be the exclusive property of FDOT and may not be used in any manner by the Administrator, subcontractor or any third party unless explicitly authorized in writing by FDOT.

All software developed under this agreement will be the property of the FDOT unless specified otherwise in writing. FDOT will have the rights to use modify and extend all software developed under this agreement without any restriction or limitation. The Administrator and subcontractors may copy or reproduce software that was developed under this agreement where such copies are used for the delivery of this MOT.

The Administrator and all subcontractors shall not copyright any material and products or patent any invention developed under this agreement without the expressed written consent of the FDOT.

The above Ownership of Works Invention and Data language shall be included in each subcontract agreement to this agreement.

11. SERVICES/MATERIALS TO BE PROVIDED BY THE FDOT

The SCTA will be the principal point of contact with the FDOT on matters related to this agreement. For more description of the SCTA's role see the "Definitions" section of this Scope.

The FDOT will provide electronic file copies of the data tables comprising the information stored in the TQDBS. The FDOT will provide the programming code which comprises parts of the TQDBS developed for the FDOT. The FDOT will provide the programming code which comprises the MOT website developed for the FDOT.

The FDOT will provide a single electronic file copy each of the following MOT items:

- 1) FDOT's MOT course training materials;
- 2) course examinations;
- 3) Trainee course manuals;
- 4) instructor course manuals;
- 5) course tutorials;
- 6) course study guides; and,
- 7) annual copy of the MOT Customer Survey Questions as outlined elsewhere in this Scope

12. REQUIRED PERIODIC REPORTS

12.1 Quarterly Training Evaluation Report

Provide a training evaluation survey with every test package furnished to Providers. The Providers will have each examinee complete the survey and include it with the examinees answer sheet and test materials which are forwarded to the administrator for grading and posting. Summarize the results of these in class evaluation surveys for each class session where tests were received by the Administrator for grading during each calendar quarter. These survey summary reports for each class will be provided to the SCTA and the Providers by a quarterly website posting on the 15th day after the end of each calendar quarter or the first business day thereafter. These reports shall be posted on the limited access section of the MOT website. Providers, the SCTA and such other individuals as the TRT Chairman shall designate shall have access to these reports. The reports shall be presented in the format provided by the FDOT unless the Administrator proposes an alternate format acceptable to the SCTA.

Pursuant to Section 4.1 (15), provide to SCTA a quarterly report of trainees to whom the 90 notice of expiration has been issued.

12.2 Quarterly Written Examination Performance Summaries

The Administrator will summarize the results of written examinations for each class session where tests were received by the Administrator for grading during each calendar quarter. Metrics to be used as indicators are average score and percent passing and number of Trainees. After the individual class summaries are done the following three additional groups of summaries shall be required using the same metrics. Those groupings are: a summary of all classes of a particular type provided that calendar quarter by a specific Provider; a summary of all classes provided that calendar quarter by a specific Provider; and a summary of all classes of a particular type provided that calendar quarter by all Providers. Reports showing these metrics will be provided by email to the SCTA and the Providers quarterly on the 15th calendar day after the end of each calendar quarter; or the first business day thereafter. These reports shall also be posted on the limited access section of the MOT website on the 15th calendar day after the end of each calendar quarter. Providers and the SCTA shall have access to these reports. These reports shall be presented in the format provided by the FDOT unless the Administrator proposes an alternate format acceptable to SCTA.

12.3 Annual MOT Customer Survey

Each of the Administrator's deliverables outlined below for the Annual MOT Customer Survey shall be considered a required periodic report. Each year, the SCTA will provide the Administrator with a written copy of the FDOT's MOT customer survey questions as a Microsoft Word file by September 1st. Using those MOT customer survey questions, the Administrator will annually prepare an electronic customer survey file compatible with the FDOT's web based online survey response acquisition software. This survey file will be delivered to the SCTA and the TRT Chairperson for review and approval each year by October 1st or the first business day thereafter. Any changes requested by the SCTA and the TRT Chairperson shall be made by Administrator and returned for review and approval to the SCTA and the TRT Chairperson by November 1st or the first business day thereafter. Each year, on January 15th, or the first business day thereafter, the Administrator shall e-mail an invitation to complete the MOT online customer survey to each Provider, each Trainee and the Employer Training Contact of each Trainee, where such Trainees had a MOT examination submitted to the Administrator for grading during the previous calendar year. Those email invitations shall contain a hot link to the online survey as well as the Universal Resource Locator (URL) which can be used with internet browser software to access the online survey. The list of email addresses used for mailing out survey invitations shall be sorted so as to purge duplicate email addresses.

12.4 Monthly Service and Income Report

This report shall be delivered as a Microsoft Excel (most current) spreadsheet in the format provided by the FDOT. This report will be provided by email to the FDOT's SCTA and the TRT Chairperson quarterly on the 15th calendar day after the end of each calendar quarter; or the first business day thereafter. These reports shall also be posted on the limited access section of the MOT website on the 15th calendar day after the end of each calendar quarter. The SCTA and the TRT Chairperson shall have access to these reports. These reports shall be presented in the format provided by the FDOT unless the Administrator proposes an alternate format which is accepted by the SCTA and the TRT Chairperson. Generally this report will show a row of data for each Trainee for which a MOT test was graded during the preceding calendar month. That row of information will contain, at a minimum, the following information:

- a. Trainee name;
- b. Trainee TIN;
- c. Examination packet serial number;
- d. Trainee employer name;
- e. Name of Provider submitting examination;
- f. City examination was administered in;
- g. Date of the training examination;
- h. Date the training examination was received by the Administrator;
- i. Date the posting, on the MOT website, of examination result;
- j. Total number of exams and Service Fee amount charged to the Provider by the Administrator;
- k. Percentage score on the examination; and,
- l. Pass/fail result of the examination.

12.5 Monthly Returned Examination Packet Report

This report shall be delivered as a Microsoft Excel (most current) spreadsheet in the format provided by the FDOT. This report shall be provided by email to the SCTA . This report shall be provided quarterly on the 15th calendar day after the end of each calendar quarter or the first business day thereafter. These reports shall also be posted on the limited access section of the MOT website on the 15th calendar day after the end of each calendar quarter. These reports shall be presented in the format provided by the FDOT unless the Administrator proposes an alternate format which is accepted by the SCTA. Generally this report will show a row of data for each returned examination packet which the Administrator has received during the preceding calendar month. Each row of information will contain, at a minimum the following information items:

- a. Examination packet serial number;
- b. Name of Provider returning examination packet;
- c. Date the returned examination packet was sent out to the Provider by the Administrator;
- d. Date the returned examination packet was received back from the Provider by the Administrator;
- e. Date the Service Fee charged to the Provider for distributing the examination was refunded to the Provider. (dated evidence of a credit to the Provider's credit card account will be considered as evidence of the payment date of a refund);
- f. A statement of the opened or unopened condition in which the returned examination packet was received;
- g. Total number of exams and Service Fee amount originally charged to the Provider by the Administrator for requesting the examination packet; and,
- h. The dollar amount of the Service Fee refund provided to the Provider.

13. COMPENSATION FOR THE ADMINISTRATOR'S WORK

The Administrator is intended by the FDOT to be self-supporting based on the Service Fees collected from Providers, for the distribution, grading and posting on the MOT Website of the results of MOT examinations. The service fees to Providers vary depending on the administrative effort required to process application submittals for new Providers, Provider renewals, adding new Instructors and adding new Proctors. These fees are outlined as follows:

- a. New Provider application submittal is not to exceed rate established in Exhibit C per course level (Basic, Intermediate, and Advanced), which includes processing all Instructor(s) and Proctor(s) information.
- b. Provider Renewal application submittal is not to exceed rate established in Exhibit C per course level (Basic, Intermediate, and Advanced), which includes processing all Instructor(s) and Proctor(s) information. Providers are required to renew every two years from the anniversary date they were initially approved.
- c. Adding new Instructor is not to exceed rate established in Exhibit C per Instructor when not included in the original or renewal application.
- d. Adding new Proctor is not to exceed rate established in Exhibit C per Proctor when not included in the original or renewal application.
- e. The distribution, grading and posting results of a single MOT examination for a single Trainee is not to exceed rate established in Exhibit C.
- f. Any change of information requested by Providers is no charge.

The costs to the Administrator of all other services required in this Scope, as well as all other costs experienced by the Administrator in the performance of this agreement acting as the sole Administrator are to be included in the Service Fees outlined above. The Administrator agrees that this Service Fee amount may be reduced from time to time as described in the Section 6 of this Scope titled “Future Fee Reductions for “Unsatisfactory Performance”.

14. ALTERATIONS IN THE QUANTITY AND CHARACTER OF THE WORK

The FDOT estimates 4,500 such examinations to require processing every twelve months. As the sole unit measure of compensable work under the Administrator’s agreement, the FDOT and the Administrator agree that no adjustment of the pre-established Service Fee dollar amount will be allowed during the term of the agreement, other than the unacceptable performance fee reductions, unless the actual number of Service Fees received by the Administrator for examinations handled during the twelve-month period, is 25% less than the 4,500 anticipated. This will be considered an alteration in the quantity of the work. In that case the Administrator shall negotiate with the FDOT for an increase in the Service Fee charged to Providers. No adjustment of the proposed Service Fee dollar amount will be allowed during the period starting on the date of the initial signing of the Administrator’s agreement through the end date of the contract, other than the unacceptable performance fee reductions.

15. THE COLLECTION OF SERVICE FEES BY THE ADMINISTRATOR

The Administrator is authorized to collect the examination handling fee prior to distributing an examination to any Provider. A request for the distribution of MOT examination shall not be considered valid unless it is accompanied by a payment of the examination Service Fee. A request for the distribution of a MOT examination shall not be considered valid unless it is made by an approved Provider.

16. CONTRACT PAYMENTS TO THE ADMINISTRATOR UNDER THE ADMINISTRATOR AGREEMENT

Direct payment to the Administrator by the FDOT under the Administrator’s agreement will only be made to cover administrative fees for FDOT employees and Department of Correction Officers that are trained by approved FDOT Providers.

17. ADMINISTRATOR RESTRICTION TO ACT AS A PROVIDER

The Administrator is not permitted to act as a Provider, an MOT consultant to another Provider, or as an MOT instructor for another Provider in the State of Florida during the term of this contract.

18. TERMINATION OF AGREEMENT FOR CONVENIENCE OR DEFAULT

The FDOT may terminate the entire agreement or any portion thereof, if the FDOT Director, Office of Construction (DOC) determines that a termination is in the FDOT's best interest. The DOC will deliver to the Administrator a written notice of termination specifying the extent of termination and the effective date.

When the FDOT terminates the entire agreement, or any portion thereof, before the Administrator completes all items of work in the agreement, the FDOT will make payment for the actual number of units or items of work that the Administrator has completed, at the agreement unit price, for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No such items of work are anticipated unless an amendment to the agreement is executed to document these additional items of work and the price agreed on for them.

Note: No compensation will be paid for any uncollected Service Fees or any anticipated Service Fees in the event of the termination of this agreement. No payment of any kind or amount will be made for items of work not started. The FDOT will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts).

If this agreement is terminated for convenience, the FDOT may purchase at actual cost acceptable materials and supplies procured for the work, that the FDOT has inspected, tested, and approved and that the Administrator has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the Engineer may designate.

Contract (Purchase Order) #: _____

PROJECT PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Project Plan that demonstrates how the creation and maintenance of the application will be carried out. The Project Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Project Plan must be submitted to the Department within 30 business days after execution of Contract. Upon receipt of the Project Plan, the Department will have fourteen (14) business days to review and approve the Project Plan in its sole discretion. No other work may begin prior to the submission and approval of the Project Plan. After the Project Plan is approved, the Vendor shall keep the Project Plan updated as necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

SECURITY PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Security Plan. The Security Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Security Plan must be submitted to the Department by 30 business days after execution of Contract. Upon receipt of the Security Plan, the Department will have fourteen (14) business days to review and approve the Security Plan in its sole discretion. After the Security Plan is approved, the Vendor shall keep the Security Plan updated as necessary or upon notification by the Department of a deficiency in the Security Plan. Any change to the Security Plan must be approved by the Department.

OWNERSHIP OF WORKS AND INVENTIONS

The Department shall have full ownership of any works of authorship, inventions, improvements, ideas, data, processes, computer software programs, and discoveries (hereafter called intellectual property) conceived, created, or furnished under this Contract, with no rights of ownership in Vendor or any subcontractors. Vendor and subcontractors shall fully and promptly disclose to the Department all intellectual property conceived, created, or furnished under this Contract. Vendor or subcontractor hereby assigns to the Department the sole and exclusive right, title, and interest in and to all intellectual property conceived, created, or furnished under this Contract, without further consideration. This Contract shall operate as an irrevocable assignment by Vendor and subcontractors to the Department of the copyright in any intellectual property created, published, or furnished to the Department under this Contract, including all rights thereunder in perpetuity. Vendor and subcontractors shall not patent any intellectual property conceived, created, or furnished under this Contract. Vendor and subcontractors agree to execute and deliver all necessary documents requested by the Department to effect the assignment of intellectual property to the Department or the registration or confirmation of the Department's rights in or to intellectual property under the terms of this Contract. Vendor agrees to include this provision in all its subcontracts under this Contract.

ESCROW OF SOURCE CODE

The Vendor shall maintain in escrow a copy of the source code for the licensed software. With each new release of the software provided to the Department, the Vendor shall maintain the updated source code in escrow. In the event the Vendor files for bankruptcy or ceases operations for any reason, the Department shall promptly be provided the current source code in escrow. The Department will only use the source code to support the licensed software subject to the same nondisclosure provisions of this Contract.

COPYRIGHT OR PATENT INFRINGEMENT

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

COMPUTER HARDWARE/SOFTWARE

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

licensed program which is the subject of this Contract, or maintenance thereof shall be limited to, at the Department's discretion, 1) the correction by the Vendor of the relevant defect(s); or 2) actual damages up to the greater of \$_____ or an amount equal to 12 months maintenance charges for said product or the purchase price of said product. Such maintenance charges will be those in effect for the specific product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards resulting from liability in accordance with the Copyright and Patent Infringement paragraph above, or to (b) claims for procurement costs or the cost of cover pursuant to Rule 60A-1.006, Florida Administrative Code, or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

ACCOUNTING AND RIGHT TO AUDIT

ACCOUNTING DOCUMENTATION REQUIREMENTS

The Vendor shall maintain an accounting system which separately accumulates direct and indirect costs, and supports all billing to the Department. The system should include a set of records journals, ledgers, trial balances, and reports and policies and procedures used to process business transactions. A job-cost accounting system must contain each specific job. An acceptable job-costing accounting system should meet the following minimum requirements:

- a. A general ledger in which direct and indirect costs are accumulated separately.
- b. A payroll system, supported by time sheets, that clearly accounts for 10% of a person's work time and identifies all projects and account numbers charged for each person, including those costs charged to direct and indirect accounts.
- c. Time sheets, hours recorded on labor distribution reports, and the hours and dollars summarized in the payroll register must agree.
- d. A job-cost ledger or job-cost report in which costs related to all projects and account numbers are charged.
- e. Direct costs in the job-cost ledger or job-cost report must support and agree with direct costs contained in the general ledger.
- f. Periodic reconciliation of job-cost ledgers to the job-cost reports within the general ledger are conducted.

RIGHT TO AUDIT CLAUSE

The Vendor shall permit onsite visits by State and Department authorized employees, officers, and agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. The Vendor shall grant access to all records pertaining to this Contract including access to all computers, communications devices, and any other equipment used to store, monitor, produce or transmit such records at any premises, whether onsite or offsite.

The Vendor shall maintain all records and other evidence of the Vendor, and any or all subcontractors, to support the costs incurred, and compensation received, directly or indirectly, by the Vendor. The Department, or its designated representatives, shall have the right to audit, copy, and inspect said records and accounts at all reasonable times during the performance of this contract and the retention period of three years after the cancellation, termination, or final payment, or until the conclusion of any claim, litigation, settlement, or appeal; or for such longer period, if any, required by applicable law or regulation, whichever date is latest.

At any time, the Department discovers any excess payments, payments not in conformity with this Contract, or any disallowable costs were paid to the Vendor under this Contract, the Vendor agrees that such amounts are due to the Department upon demand. Vendor agrees that the Department may deduct from any payment due to the Vendor under any other contract between the Department and the Vendor an amount to satisfy any amount due the Department by the Vendor under this Contract. Final payment to the Vendor may be adjusted for audit results.

OPTIONAL CONTINUED SERVICES

The Vendor shall, at the Department's option, provide continued service to the Department for up to _____ consecutive annual periods after the initial Contract, under all the terms and conditions of this Contract. The price of such annual maintenance shall not exceed the Vendor's then prevailing annual maintenance fee.

RFP CHECKLIST
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline, and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

- 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal, if applicable (proposals of \$1 million or more).
- 5. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- 6. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- 8. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- 9. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:

RFP No.: RFP-DOT-17/18-9054-SJ

Title: Maintenance of Traffic Training Program Administrator

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION