

EXHIBIT “A”
SCOPE OF SERVICES
FOR
ROADWAY CHARACTERISTICS INVENTORY
(RCI) DATA COLLECTION and RCI DATA ENTRY

PROJECT MANAGER:

Oscar Aguirre

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1.0 GENERAL DESCRIPTION

- 1.1 The Contractor shall furnish all labor, transportation, equipment, maintenance of traffic and incidentals required to perform RCI data collection in twelve (12) counties in District One (Manatee, Sarasota, Polk, Hardee, Desoto, Highlands, Okeechobee, Charlotte, Lee, Glades, Hendry, and Collier). The frequency of data collection shall comply with Florida Statutes and the current Department procedures. The data collection and data entry will be done per the time frames in the procedures and Work Orders, or more often when conditions dictate, where required by the Department.
- 1.2 RCI data collection and data entry work needs are dynamic. Therefore, the quantity for each work item is estimated. The Contractor will be expected to supplement staff and resources as needed to meet the work needs requirements. The Transportation Data Collection, Storage and Reporting procedure requires that all inventory data for all roadway characteristics be less than 5 years old. In addition, all completed construction projects must be inventoried within 90 days of final acceptance. For all twelve (12) counties within District One, this requirement is met by inventorying approximately 20% of the centerline miles each fiscal year. This results in approximately 374 total centerline miles inventoried per year.
- 1.3 The Department is currently in the process of transitioning to a paperless “E-maintenance” environment. As the transition progresses, the Contractor will be expected to conform to these requirements as they are established. This may include the purchase of mobile devices capable of running applicable software compatible with the Department’s systems and sending data real-time to Department databases.
- 1.4 The contract period shall be two (2) years. At the Department’s option, this agreement may be renewed for an additional one (1) year and shall begin from the date of the written notice to proceed issued by the Department.
- 1.5 All services to be performed by the Contractor shall conform to the current edition of the following state and national publications.
 - 1.5.1 Safety and Loss Prevention Manual, State of Florida Department of Transportation
 - 1.5.2 Standard Plans for Road and Bridge Construction, State of Florida Department of Transportation
 - 1.5.3 Florida Highway Safety Improvement Program (H.S.I.P.), State of Florida Department of Transportation.
 - 1.5.4 Manual of Uniform Traffic Control Devices (MUTCD)

1.5.5 F.D.O.T. RCI Features and Characteristics Handbook

1.5.6 FDOT Procedure 850-000-001, Transportation Data Collection, Storage and Reporting

2.0 PERSONNEL REQUIREMENTS

2.1 The Contractor shall provide a project manager experienced in performing RCI data collection. Field inspection teams should be of an adequate size to allow the safe and accurate collection of data. Differing field conditions and locations may warrant an increased number of inspectors

An organizational chart shall be submitted to the Department. The organizational chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the Department's Project Manager. The notification must be in writing and within seven (7) calendar days of the changes.

2.2 The Contractor's work shall be directed and performed by the key personnel identified in the technical proposal as presented by the Contractor. Any changes in the indicated personnel in the Contractor's proposal shall be subject to review and approval by the Department's Project Manager. Due to the nature and scope of the required services, it may be desirable for the Contractor to subcontract portions of the work. The Contractor shall be authorized to subcontract these services under the provisions of this contract.

2.3 Subcontracting firms and the work they will perform shall be identified in the original proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. The percentage of total contract work performed by the subcontractor shall not exceed fifty percent (50%). Any changes in the subcontracting firms or the work they will perform as indicated in the Contractor's proposal shall be subject to review and approval by the Department.

3.0 WORK ITEMS

3.1 Field Inspections

3.1.1 Field Inspections must be conducted in accordance with the publications listed in Section 1, (General Description) of this document. The Contractor is responsible for assuring the accuracy and completeness of all data and records compiled and submitted to the Department.

3.1.2 Traffic control procedures must be in accordance with the most current version of the FHWA/USDOT Manual on Uniform Traffic Control Devices and the Department's Standard Plans for Road and Bridge Construction.

3.2 Data Collection Reports

3.2.1 The Department will provide the approved RCI coding sheet report spreadsheet to the Contractor. All data collected must be submitted to the department in an electronic format on the approved spreadsheet, by a member of the contractor's staff with proper authority. The Contractor must request approval in writing to utilize an alternative report format. Each report will contain all documentation specified by this contract and must meet the requirements of the Procedures.

3.2.2 Each report must be submitted to the Department for review no later than ten (10) calendar days after completion of the Work Order. The Department will return records, within fourteen (14) calendar days, that do not conform to the specifications of this contract or that are in error. These records should be resubmitted to the Department within fourteen (14) calendar days.

3.3 Data Entry

3.3.1 The Contractor is responsible for RCI data entry into the department's RCI data base (RCI2) in accordance with the publications listed in Section 1 (General Description) of this document. The Contractor must have a FDOT mainframe user id along with a Virtual Private Network (VPN) connection, which can be obtained after the contract has been awarded.

3.3.2 The Contractor must send an electronic mail (e-mail) to the FDOT project manager (or designee) once each roadway section has been entered into the data base. Once all roadway sections that were tasked are proofed and corrected by the Contractor or FDOT project manager or designee, an e-mail will be sent to the contractor to begin the billing process.

4.0 QUALITY CONTROL

4.1 The Contractor shall institute quality assurance procedures that shall be provided in written form to the Department for review and approval before work begins. Quality assurance procedures are an integral part of this contract and are not a separate pay item. The Department shall perform additional quality assurance by field review or database review of inspection reports that have been submitted to the Department for payment.

4.2 Quality Reviews

- 4.2.1 The Contractor shall conduct quality reviews to make certain his own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.
- 4.2.2 The Quality Assurance Program should also have a second quality review level. The quality review can be conducted internally by the Contractor's organization and results submitted to the Department for review and approval.

4.3 Quality Records

- 4.3.1 The Contractor shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site and shall be available to the Department for audit review during the contract term.

4.4 Quality Assurance Plan

- 4.4.1 The Contractor shall include a quality assurance plan in the proposal. The quality assurance plan should detail the procedures, evaluation criteria, evaluation frequency, and instructions to his organizations to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Contractor's quality assurance plan. Significant changes to the work requirements may require the Contractor to revise his quality assurance plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

Organization – A description of the Contractor's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy, and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.

Quality Reviews – The Contractor's quality assurance methods used to monitor and assure compliance of his organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.

Quality Records – The types of records, which will be generated and maintained by the Contractor during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.

Quality of Subcontractor and Vendors – The methods used by the Contractor to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.

Quality Assurance Certification – An officer of the Contractor firm will be required to sign and seal a certification that will accompany each submittal stating that the RCI Coding Sheets have been prepared; data entry is accurately completed in the RCI database and checked in accordance with the Department’s specifications for this contract.

4.4.2 The Department may hold short training sessions for all inspection personnel bi-annually or more frequent, informing them of changes that have been made in inspection and/or reporting procedures. The Contractor’s inspectors are required to attend. Attending training is an integral part of this contract and is not a separate pay item.

4.5 **Quality Reviews by the Department**

4.5.1 The Department shall conduct quality reviews to make certain that the Contractor is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Contractor shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

4.5.2 Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.

4.5.3 Any subcontractors or vendors may be included as part of the quality review.

5.0 **MATERIALS TO BE FURNISHED BY THE DEPARTMENT**

5.1 **General**

5.1.1 State of Florida Department of Transportation General Highway Maps, Straight Line Diagrams (SLD’s).

5.1.2 RCI Coding Sheets.

5.1.3 Current Procedures and RCI Features and Characteristics handbook

5.2 **Manuals**

Manuals listed in this document may be purchased from the vendors listed below:

- 5.2.1 FDOT Manuals
Florida Department of Transportation
Maps and Publication Sales, Mail Station 12
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida 32428
(850) 990-0830

6.0 **WORK SCHEDULE AND PROGRESS REPORTS**

6.1 **Pre-Work Conference**

- 6.1.1 The Department shall conduct a pre-work conference after the Contractor has received the Notice to Proceed letter from the Department. This meeting will include but will not be limited to the following personnel:

Department Project Manager
Contractor Project Manager
Contractor Deputy Project Manager

- 6.1.2 The Department will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by the Department.
- 6.1.3 The Contractor will provide the Department with a written quality control procedure, a proposed work schedule, an organization chart, and list of subcontractors (if any).

6.2 **Work Schedule**

- 6.2.1 The Project Manager will issue sequentially numbered Work Orders (Attachment I) for proposed RCI data collection and data entry in which specific sites will be noted. The initial Work Order may be issued with the Notice to Proceed.

The Contractor will be allowed fourteen (14) calendar days from receipt of the initial Work Order to respond and begin work. The (14) calendar days begin on the date the document is received in person, by fax, email or by certified mail. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Order. If a start date later than 5 working days is identified in a work document, the Contractor will be expected to begin work by the start date identified in the Work Order.

If the Contractor does not begin work by the end of the day specified in the Work Order, liquidated damages will be assessed in accordance with Section 8-10 of The Department of Transportation Standard Specifications for Road and Bridge Construction latest edition except the amount of liquidated damages assessed per day will be 1% of the total Work Order amount or \$25.00, whichever is greater. The same method of calculation will be used to assess liquidated damages if the assignment of work on the Work Order is not complete within the number of days stipulated on the Work Order.

To meet the timeliness standards of the Transportation Data Collection, Storage and Reporting procedure, the Project Manager will issue monthly Work Orders as needed for 30 to 40 centerline miles of data collection and data entry. The Contractor is expected to be able to increase staff and resources if Work Order quantities increase. The Department reserves the right to reduce Work Order quantities and frequency as dictated by work needs. However, at a minimum, the Project Manager will issue Work Orders for locations that represent a minimum of one (1) week's work. All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimal delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions as so to minimize the Contractor's travel requirements.

Upon completion of the assigned work, the Project Manager will be notified. The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Order and inspection reports to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Order.

Should inclement weather limit or stop the work, the Project Manager will notify of work stoppage. Work will be scheduled in a manner that prevents delays, stoppage and rework.

- 6.2.2 Upon request from the Project Manager, the Contractor shall submit to the Department for approval a proposed work schedule based on the Work Order issued. This schedule shall show how work will progress from month to month to completion of the contract. The work schedule shall be established in a manner that will insure that the inspections will not be delinquent. The schedule will show critical submittal dates.
- 6.2.3 Work that falls behind schedule must be reported to the Department's Project Manager on a monthly basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.
- 6.2.4 The quality control procedure, organization chart, and list of major equipment the Contractor will use during the data collection and data entry shall be included with the

Contractor's proposal. The list of major equipment shall indicate if the Contractor owns the equipment, and if not, his plans for obtaining the equipment.

6.3 Progress and Inspection Reports

6.3.1 For Work Orders with durations greater than one month, the Contractor shall submit monthly progress reports that show work completed as measured against the proposed schedule, as deemed necessary by the Department Project Manager. Monthly progress reports shall describe the work performed on each task. Coding sheets should be delivered to the Department concurrently with the monthly progress report.

6.3.2 Judgment on whether work of sufficient quantity has been accomplished will be made by the Department Project Manager by comparing the actual work accomplished against the approved proposed work schedule.

6.3.3 The Contractor shall meet with the Department monthly or as deemed necessary by the Department Project Manager.

6.3.4

7.0 MISCELLANEOUS

7.1 Errors and/or Omissions

7.1.1 The Contractor shall be responsible for the professional quality, technical accuracy and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors and/or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.0 BASIS OF PAYMENT

The quantities to be determined under this section shall be the coding sheets accepted by the Department. Payment shall be made under the following items and will be full and final compensation for all work included in this Scope of Services.

RCI Data Collection - per Centerline Mile

RCI Data Entry - per Centerline Mile

Attachment "I"

DOT-RFP-19-1110DR

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT MAINTENANCE WORK DOCUMENT

375-020-05
 MAINTENANCE
 03/15

CONTRACT: _____
 FINANCIAL PROJECT: _____
 CONTRACTOR: _____
 WORK DOCUMENT NO: _____

DATE ISSUED: _____
 *DATE RECEIVED: _____
 WORK BEGIN DATE: _____
 DATE DUE: _____
 ADJUSTED DATE DUE: _____

PAGE _____ OF _____

Location	Pay Item	Work Description	Quantity / Unit		Inspector Date & Initial Official Date of Final Acceptance
			Estimate	Actual	

Comments / Remarks:

Contractor: (Print) _____ Contractor Signature _____ Date Completed: _____	*FDOT Inspector (Print) _____ Inspector Signature _____ Date Accepted _____ Official Date of Final Acceptance
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*Contractor Must Initial Date Received.
 ** Contractor must print name, sign and date to verify work was completed.
 *** Inspector(s) must print name, sign and date to verify acceptance of the work completed, or date and initial each line item documenting the Official Date of Final Acceptance for Work Referenced on this Work Document.

EXHIBIT "B"
DOT-RFP-19-1110DR
METHOD OF COMPENSATION

Roadway Characteristic Inventory (RCI) Data Collection & Data Entry

I. PURPOSE

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

II. COMPENSATION

- A. It is mutually agreed that the Contractor shall not provide services or incur costs which would result in exceeding the funding hereby established, nor will the Department make payment to the Contractor which would result in exceeding said amount.

The total of all authorizations shall not exceed a Maximum Budgetary Ceiling of **\$386,000.00**.

- B. This is a Term Contract with some Indefinite Quantities whereby the Contractor agrees to furnish services during a prescribed period of time. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by amendment. Execution of this Agreement does not guarantee that the work will be authorized, nor is any minimum or maximum amount guaranteed.

\$TBD from Fiscal Year 2019/2020 (Contingent upon Legislative approval)

\$TBD from Fiscal Year 2020/2021 (Contingent upon Legislative approval)

III. ASSIGNMENT OF WORK

The Department will request services based on timeframes established in Exhibit "A". Services to be provided on each project will be initiated and completed as directed by the Contract Manager. (Reference Exhibit "A", Section 1.0, General Description). A Work Order will be issued by the Contract Manager for each service scheduled. The price for the proposed work will be based on the rates established in Exhibit "C".

IV. PROGRESS PAYMENTS

- A. The Contractor shall submit invoices utilizing the applicable Department Form 375-030-5E, plus any supporting documentation as directed by the Department.

Partial payments for letters of Authorization (LOA) will be made at the unit rates established in Exhibit "C" for work accomplished during the previous month.

- B. The Project Manager shall render approval or disapproval of services within five (5) working days of receipt of an Invoice. Invoices shall be submitted to:

Florida Department of Transportation
Attn: (Project Manager)
801 N. Broadway Ave., MS 1-7
P.O. Box 1249, Bartow FL 33831-1249

V. DETAILS OF UNIT RATES

Details of Unit Rates for the performance of the services set forth in Exhibit "A" are attached as Exhibit "C", Price Proposal.

VI. TANGIBLE PERSONAL PROPERTY

This contract does not involve the purchase of Tangible Personal Property, as defined in Section 273.02, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. 43288717219
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-RFP-19-1110DR
DMS Catalog Class No.: 81102200

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

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the

District Secretary

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or _____, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence 7/1/2019 and shall be completed by 6/30/2021 or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. 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 will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, 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 Agreement 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 is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

Florida Department of Transportation

District 1 - Office of General Counsel

801 N.Broadway

Bartow, FL 33830

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

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

The following provision is not applicable to this Agreement:

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

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal 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 the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. 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.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" - SCOPE
Exhibit "B" - Method of Compensation
Exhibit "C" - Price Proposal
Vendor Scrutinized
Drug-Free Workplace
MBE
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

Carol J. Finn

(Print/Type)

Title: District Transportation Support

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Procurement Office

SAMPLE

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.
- ___ 5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
- ___ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- ___ 7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- ___ 8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).
- ___ 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- ___ 10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- ___ 11. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:
RFP No.: DOT-RFP-19-1108DR

Title: Roadway Characteristics Inventory (RCI) Data Collection & Data Entry

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