

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**District Five Central Florida Rail Corridor (CFRC) SunRail
Corridor Fencing and Sign Installation**

DOT-RFP-20-5001-FNC

Florida Department of Transportation
District Five Headquarters
719 South Woodland Boulevard
DeLand, Florida 32720-6834

Cover Page

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to furnish and install fencing and install signs in specified locations along the Central Florida Rail Corridor (CFRC) within District Five. The CFRC begins approximately 2,150 ft. north of the DeLand Amtrak Station and ends approximately 265 ft. southwest of the Poinciana Boulevard grade crossing in Osceola County. It is anticipated that the Proposer will receive a Notice to Proceed on or about January 2, 2020. All work shall be completed no later than April 30, 2020.

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 "Contractor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposal (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at 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>
ADVERTISEMENT DATE	September 16, 2019	
<u>"MANDATORY" PRE-PROPOSAL CONFERENCE, SunRail Operations Office</u> 801 SunRail Drive, Sanford, FL 32771 OPTIONAL SITE VISIT AT 12 NOON	October 1, 2019	10:00AM
DEADLINE FOR ALL QUESTIONS	October 8, 2019	10:00AM
POSTING OF ALL QUESTIONS AND ANSWERS	October 9, 2019	4:00PM
PROPOSALS DUE, ON OR BEFORE <u>(Technical and Price Proposal)</u> Florida Department of Transportation District Five Headquarters, MS524 Attn: Jennifer Allcock 719 South Woodland Boulevard DeLand, Florida 32720-6834	October 17, 2019	2:00PM
PUBLIC OPENING (Price Proposal opening to determine lowest bidder; lowest bidders Technical Proposal will also be opened) (same address as "proposals due")	October 17, 2019	3:00PM

OPTIONAL PUBLIC MEETING OF THE TRC COMMITTEE AND ADVISORS TO DETERMINE RESPONSIVENESS OF TECHNICAL PROPOSAL OF THE LOWEST BIDDER
SunRail Operations Office
801 SunRail Drive
Sanford, Florida 32771

October 24, 2019 **10:00AM**

SELECTION MEETING
Lake County Conference Room
District Five Headquarters
719 South Woodland Boulevard
DeLand, Florida 32720-6834

October 28, 2019 **9:00AM**

POSTING OF INTENDED AWARD
October 28, 2019 **2:00PM**

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Mandatory Pre-Proposal Conference

Agenda for the Mandatory Pre-Bid Conference for DOT-RFP-20-5001-FNC

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 Project Manager will discuss the project and provide a CD to all attendees to further define the location of the Fencing Plans/Locations and Typical Fencing Installation. Questions will be taken from attendees on the project and/or the Scope of Services with an optional site visit at 12PM.
- Up and coming deadlines will be provided as a reminder
- Adjourn meeting

Agenda – PUBLIC OPENING (Price Proposals and determination of the Lowest Bidder; Technical Proposal of the Lowest bidder)

Agenda for Public Opening of Price Proposals for DOT-RFP-20-5001-FNC

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 Price Proposals received timely will be opened, with proposer's name read aloud and prices tabulated.
- The Technical Proposal of the lowest bidder will be distributed to the Technical Review Committee.
- Adjourn meeting

Agenda – Public Meeting of the Technical Review Committee and Advisors to Determine Responsiveness of Technical Proposal of the Lowest Bidder

Agenda for Technical Proposal Opening and TRC and Advisor meeting for DOT-RFP-20-5001-FNC

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, the Technical Review Committee and Advisors will discuss responsiveness of Technical Proposal submitted by the lowest bidder

- If lowest bidder's Technical Proposal "passes", then TRC will recommend that lowest bidder be awarded the contract. If not, the next lowest Price Proposal will be reviewed until a Technical Proposal receives a "passing" score.
- Announce the Proposer's name who will be recommended to the Selection Committee for award of the contract

Agenda – Selection Meeting

Agenda for Intended / Recommended Award meeting for DOT-RFP-20-5001-FNC

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 Proposer's bid with the lowest price and passing Technical Proposal will be summarized
- Announce Intended Award decision.
- Announce time and date 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).

5) NOTICE OF FEDERAL PARTICIPATION

To the extent required by Federal law, the State of Florida agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, Federal Transit Capital Investment Grant, 49 U.S.C. 5309, and CFDA number 20.500. Federal funding assistance up to Fifty (50%) percent may be provided.

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to

submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 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.

All questions arising from this Request for Proposal must be forwarded, in writing, to the procurement email address identified below. Questions must be received no later than the time and date reflected in 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.

ALL QUESTIONS should be submitted to: D5.ProcurementQuestions@dot.state.fl.us

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants

to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, proposers are requested to submit the **Bidder's Opportunity List** with their Price Proposal Sheet. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Proposers are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Price Proposal Sheet. After award of the contract resulting from this RFP, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <https://www.fdot.gov/equalopportunity/default.shtml>. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at <https://www.fdot.gov/equalopportunity/default.shtml>.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Contractor 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 Proposer who submits the lowest Price Proposal (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 pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

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

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

8) MANDATORY PRE-PROPOSAL CONFERENCE

A MANDATORY pre-proposal conference will be held at the date, time, and location listed in the Timeline.

The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential proposers regarding the scope of services, RFP requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, affect the work to be performed. Any changes and/or resulting Addenda to the RFP will be the sole prerogative of the Department.

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

LATE ARRIVALS TO MANDATORY PRE-PROPOSAL MEETING All bidders must be present and signed in prior to the start of the mandatory pre-proposal meeting. Anyone not signed in at the commencement of the meeting will be considered late, will not be allowed to sign the sign-in sheet, and will not be allowed to bid on the project. Proposers shall not be permitted in the CFRC right-of-way to evaluate the site conditions.

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 the 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 criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found

defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) INSURANCE PROVISIONS FOR RAIL PROJECTS

The Contractor shall not commence any work until they have met and provided documentation of the insurance requirements included in Exhibit D, and certificates of such insurance have been received by the Department. Nor shall the Contractor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Contractor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Attn: Jennifer Allcock, 719 South Woodland Boulevard, DeLand, Florida 32720-6834** within ten (10) days after the ending date of the period for posting the intended award decision. **See Exhibit "D" for exact details regarding various insurance requirements for this project.** **Failure to provide proof of the required insurance may be cause for dismissal of the award.**

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 Contractor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department (and those specified in Exhibit "D") 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 Contractor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

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) CONTRACT BOND

The Proposer advertised as Intended Awardee shall provide the Department with a **Contract Bond in the “full amount of the proposal”**. The Contract Bond shall be provided by a surety company authorized to do business in the state of Florida. **Failure to provide the required Contract Bond to the Department may void the Intended Award’s proposal and the Department will proceed in contracting with the next highest responsive proposer (see Forms Section, Form No. 9).**

13) METHOD OF COMPENSATION

Exhibit “B”, Method of Compensation attached hereto will form the basis of payment for the work to be provided under the contract that will result from this Request for Proposal.

Prior to commencement of work, the Vendor shall provide a Schedule of Values based on the segments shown in Exhibit “F”, Fence Plans/Locations. A template for the Schedule of Values will be provided to the Vendor at the Pre-Construction meeting.

14) CONTRACT DOCUMENT

The Department and Contractor shall execute the AGREEMENT BETWEEN DEPARTMENT AND CONTRACTOR FOR CONSTRUCTION attached hereto. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. The Contract Documents are as stated in that Agreement, Article 5 – Contract Documents. 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

ALL Responses, regardless of dollar value, 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.

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.

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. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals,

incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office in consultation with the Project Manager and Selection Committee.

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 DOT-RFP-20-5001-FNC:
 (One Separately Sealed Package for the Technical Proposal)
 PART II PRICE PROPOSAL NUMBER DOT-RFP-20-5001-FNC:
 (One Separately Sealed Package for the Price Proposal)

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

22.2 Technical Proposal (Part I) *****The Proposer must submit their Technical Proposal on Form No. 12 in the Forms Section of this RFP*** (Do not include price information in Part I)**

The Proposer must submit one (1) original and one (1) CD of the technical proposal which are 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 DOT-RFP-20-5001-FNC".

1. PROJECT APPROACH

The Proposer shall provide an Executive Summary to be written in non-technical language to summarize the Proposer's overall capabilities and approach for accomplishing the services specified herein.

2. EXPERIENCE, STAFFING & WORK PLAN

The Proposer shall provide an Experience and Staffing Plan which describes the experience and

qualifications of the key personnel.

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon the completed Work Experience form, Form No. 10, providing a minimum of five (5) years of satisfactory experience and capability in installation of fencing. It is not required for the Contractor to be FDOT prequalified for this project. Contractors prequalified under F.A.C. 14-22 in Fencing shall not be required to submit evidence of the minimum of five (5) years' experience and capability in installation of fencing. Contractors prequalified in fencing shall complete and submit the Work Experience form designating them as prequalified. Contractors are not required to be FDOT prequalified under F.A.C. 14-22 in Roadway Signing.

a. Administration and Management

The Proposer should include a description of the organizational structure and the methodology to be used to maintain schedules; as well as the means of coordination and communication between the Contractor and the Department. The Proposer shall identify necessary experienced personnel and equipment to support the activities associated with this proposal.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed.

c. Prior Relevant Experience

The Proposer shall complete the Work Experience form, Form No. 10 in the Forms Section of this RFP. **The completed Work Experience form, Form No. 10, should be attached to the Technical Proposal Form, Form No. 12, and submitted with the Technical Proposal.**

d. Work Plan

The Proposer shall provide a work plan which sets forth the sequence of the work to be performed under the scope of services.

3. SCHEDULE

The Proposer shall provide a realistic schedule for completion of fence installation and installation of all signage required to be installed for this project. Number of staff to be working at each location and the anticipated number of locations to be under construction at the same time shall be included in the schedule. The Contractor should plan to start work in January 2020 and complete all services within 120 calendar days from Notice to Proceed. A page size of up to 11" X 17" is acceptable for the schedule only.

22.3 Price Proposal (Part II) (One (1) original signed copy)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER DOT-RFP-20-5001-FNC". The Price Proposal information shall be submitted on Form No. 2, Bid Price Proposal Form, provided in this Request for Proposal.

22.4 Presenting the Proposal

The proposal response shall be on the Technical Proposal Form, Form No. 12 included in this RFP in the Forms Section. Type size shall not be less than 10-point Arial font, a cover sheet may be provided listing the bid title, bid number, and the Contractor name and address only. No other information or photos shall be on the cover sheet or in the Technical Proposal. A three-ring binder nor Table of Contents are not desired. **A "cover letter" shall not be provided.**

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

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

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 first in accordance with section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the 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 DOT-RFP- 20-5001-FNC - 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
District Five Headquarters, Attn: Jennifer Allcock
719 South Woodland Boulevard MS-524
DeLand, Florida 32720-6834
386-943-5000**

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. Price Proposals will be opened by the Department at the date, time, and location listed in the Timeline (See Introduction, Section 2, Timeline). For this procurement, all Price Proposals will be opened first to determine the lowest bidder. Only the Technical Proposal submitted by the lowest bidder will be opened for Procurement and Technical Review Committee evaluation.

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate the Technical Proposal of the lowest bidder submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons with the background, experience, and/or professional credentials in the related service areas.

The Procurement Office will conduct an examination of proposals for responsiveness to the requirements of this RFP, note any discrepancies to present to the Selection Committee, then distribute to each member of the Technical Review Committee (TRC) a copy of the Technical Proposal of the Proposer with the "lowest" Price Proposal (lowest bidder). The TRC will review this Technical Proposal for compliance with the technical requirements of this Request for Proposal. The TRC, if needed, will meet with Advisors separately to seek clarification and information regarding this Technical Proposal. An Addendum will be issued if this meeting is not necessary. The TRC will then establish if this Technical Proposal is responsive or non-responsive based on the criteria described in this Request for Proposal. If the Technical Proposal is responsive, that Proposer will receive the grade of "Pass" and be recommended to the Selection Committee for the intended award of the contract. If the Technical Proposal is found to be non-responsive, the TRC will review the Technical Proposal of the next lowest bidder and establish if that Technical Proposal is responsive (Grade of "Pass") or non-responsive (Grade of "Fail") based on the criteria described in this Request for Proposal until a responsive Technical Proposal is determined.

30.2 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Bid Price Proposal Form, Form No. 2, and submit it 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 Bid Price Proposal 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 will review and evaluate the price proposals and prepare a summary of its price evaluation.

30.4 Criteria for Evaluation

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

a. Price Proposal

The Proposer with the lowest price will have their Technical Proposal reviewed by the Technical Review Committee.

b. Technical Proposal

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the Proposer to provide the desired commodities, services, and assure a quality product. Each section of the Technical Proposal will be reviewed to ensure the Proposer with the lowest bid meets all criteria collectively. If that Proposer successfully meets all criteria, they will "pass". If all TRC members collectively grade the lowest bidder with a "Pass", this Proposer will be recommended to the Selection Committee as the intended award. If not, this process will be repeated with the next lowest Proposer's Price Proposal, and TRC reviewing that Proposer's Technical Proposal submitted, until a passing evaluation is given by all Technical Review Committee members.

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

The contract will be awarded to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the State. The Department will hold a public meeting of the Selection Committee to review the recommendation of the Technical Review Committee regarding the responsiveness of the Technical Proposal of the Proposer with the lowest Price Proposal. After the review, the Selection Committee will determine the responsiveness of the Proposer with the lowest Price Proposal and if deemed responsive, the Department will make the intended award to that Proposer. The final decision will be determined by the Selection Committee. A statement will be placed in the procurement file that explains the basis for the Proposer selection. The Department reserves the right to reject any Proposal submitted with an unreasonably high or unreasonably low Price Proposal amount. The Award will become final in accordance the Florida Statutes.

The Department reserves the right to accept or reject any or all Technical and Price Proposals received. The Department is not obligated to execute a contract and may terminate this solicitation at any time.

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

- a) AGREEMENT BETWEEN DEPARTMENT AND CONTRACTOR FOR CONSTRUCTION executed by both parties, and a written Notice to Proceed issued by the Project Manager.

33) RENEWAL

THIS CONTRACT WILL NOT BE RENEWED.

34) ATTACHED FORMS

Registration Form, Form No. 1
 Bid Price Proposal Form, Form No. 2
 Contractor Data Sheet, Form No. 3
 Drug-Free Workplace Program Certification (Form 375-040-18), Form No. 4
 DBE Participation Statement, Form No. 5
 Public Records Request Form, Form No. 6
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)Form No. 7
 Bid Opportunity List, Form No. 8
 Contract Bond, Form No. 9
 Work Experience form, Form No. 10
 Proposal Of Form, Form No. 11
 Technical Proposal form, Form No. 12

35) ATTACHED TERMS AND CONDITIONS

All responses are subject to the terms and conditions shown below:

Contract Documents:
 Agreement Between Department and Contractor for Construction
 (See attached Agreement, Article 5 for a complete list of all contract documents)
 Form PUR 1001, General Instructions to Respondents
 DOT-RFP-20-5001-FNC
 Contract Bond
 "Proposal Of" Form

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
 Exhibit A, Scope of Services, to include the FDOT Division I Standard Specifications for Road and Bridge Construction, July 2019
 Bid Price Proposal Form, Form No. 2
 Agreement Between Department and Contractor for Construction
 General Instructions to Respondents (PUR 1001), as redacted
 General Conditions (PUR 1000), as redacted
 Introduction Section

37) LIQUIDATED DAMAGES

The Contractor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Contractor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Contractor, in the amount of \$100.00 per day for each calendar day after the designated completion date that the Contractor fails to complete the services. The Parties agree that if the Department allows the Contractor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Contractor shall pay said sum to the Department not as a penalty, but as liquidated damages.

38) ALTERNATES

Alternates are not permitted.

39) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful proposer will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

40) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and postconsumer recovered materials. If the item(s) specified herein is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this RFP request is for the product as specified herein and does not require prices for recycled product unless specified.

This information should be sent separately and not as a part of your proposal response.

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 Bid Price Proposal Form, Form No. 2, has been completed and signed, as specified, and enclosed in the RFP response in a separate envelope with the notation “Price Proposal” and the Contractor name.
- ___ 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 one (1) CD or DVD) 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 Conditions, 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 Timeline.
- ___ 11. On the Lower Left-Hand Corner of **the UPS or Fed-EX Envelope** transmitting your RFP response, write in the following information:

RFP No.: DOT-RFP-20-5001-FNC

Title: District Five Central Florida Rail Corridor (CFRC) SunRail Corridor Fencing and Sign Installation

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

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1001 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 3, 4, 5, 12, 13, 14, 19, 20, and 21 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
3. ~~Electronic Submission of Responses.~~
4. ~~Terms and Conditions.~~
5. ~~Questions.~~
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
12. ~~Public Opening.~~
13. ~~Electronic Posting of Notice of Intended Award.~~
14. ~~Firm Response.~~
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. ~~Public Records.~~
20. ~~Protests.~~
21. ~~Limitation on Vendor Contact with Agency During Solicitation Period~~

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted Vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted Vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a Vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. ~~Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).~~

~~**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fen.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.~~

~~**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.~~

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of replies from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

~~**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.~~

~~**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.~~

~~Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.~~

~~Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

~~Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."~~

~~**21. Limitation on Vendor Contact with Agency During Solicitation Period.** 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.~~

EXHIBIT A – SCOPE OF SERVICES
DOT-RFP-20-5001-FNC
DISTRICT FIVE CENTRAL FLORIDA RAIL CORRIDOR (CFRC)
SunRail Corridor Fencing and Sign Installation

The Contractor shall provide the services detailed in this Exhibit “A”, Scope of Services. The services include furnishing and installing chain link fence and installing No Trespassing signs within the limits of the CFRC in Seminole and Orange Counties.

SCOPE REQUIREMENTS

1. For all fence locations, the Department shall place steel rods and survey flags in the ground at the following locations:
 - a. At the South end of each fence segment.
 - b. At the North end of each fence segment.
 - c. At each deflection point, if applicable.
 - d. On line, at intervals of no more than 500’ between rods and flags.
 - e. At the South end and North end of each proposed gate.

2. All fence installations shall comply with the following:

Contractor shall furnish and install all necessary fence and gate components in accordance with Division I of the FDOT Standard Specifications for Road and Bridge Construction, Standard Plans 550-002 – 550.004, Standard Specifications for Road and Bridge Construction Sections 110, 347, 550, 901, 902, 921, 923, 924, and 929 as applicable, and Exhibit G Typical Fencing Installation.

 - i. Line Post Options
 1. Contractor will use Line Post Option 1, galvanized steel pipe as described in Standard Plans 550-002.
 2. Contractor shall use Exhibit G Typical Fencing Installation for fencing post installation.
 - ii. Corner, End and Pull Post Options
 1. Contractor shall use Option 1, galvanized steel pipe as described Standard Plans 550-002.
 - iii. Rail Options
 1. Contractor shall use Option 1, galvanized steel pipe as described in Standard Plans 550-002.
 - iv. Chain Link Fabric Options
 1. Contractor shall use Option 1, AASHTO M181 Type I, zinc coated steel as described in Standard Plans 550-002.
 - v. Tension Wire Options
 1. Contractor shall use Option 1, Steel wire no. 7 gauge as described in Standard Plans 550-002.
 - vi. Tie Wire and Hog Ring Options
 1. Contractor shall use Option 1, Steel wire no. 9 gauge as described in Standard Plans 550-002
 - vii. Cantilever Slide Gate Type B Fence
 1. Contractor shall construct cantilever slide gate per Standard Plans index 550-003.
 - viii. Clearing and Grubbing
 1. The contractor is responsible for clearing and grubbing for fence installation as described in Standard Specifications Section 110.

3. All sign installations shall comply with the following:
 - a. FDOT shall furnish No Trespassing signs. The Department shall provide a minimum of 61 signs at Notice to Proceed. The signs are 1/8" thick, 18" high by 24" wide aluminum sheets. The signs are pre-drilled for mounting to the steel U-channel sign posts that FDOT shall provide.
 - b. FDOT shall furnish steel U-channel sign posts. The Department shall provide a minimum of 61 sign posts at Notice to Proceed. The posts are seven (7) feet long, pre-drilled with 3/8" diameter holes on 1" centers. The bottom of each post is tapered.
 - c. FDOT shall furnish all necessary hardware for Contractor to bolt the signs to the U-channel posts.
 - d. Contractor shall install the signs inside the CFRC right of way.
 - e. Contractor shall place the bottom 24" to 30" of the U-channel post into the ground. Contractor is not required to place concrete in the sign post holes or around the base of the sign posts.
 - f. Contractor shall place the top of each 18" high by 24" wide No Trespassing sign 2" to 4" above the top of the U-channel post.

4. It is the Contractor's responsibility to perform all work in a manner that prevents damage to any underground utilities or underground facilities that exist within the limits of the CFRC. The contractor shall take all necessary precautions to prevent any damage to any utilities or underground facilities within the work area.

Before excavating, boring holes or driving posts into the ground, the Contractor shall be responsible for contacting all utility owners with facilities in the corridor to request that the responsible parties mark their underground utilities or facilities. In the event the Contractor encounters underground utilities or underground facilities not previously identified the Contractor shall stop work at that location and notify the Department.

Contacts for known utility and facility owners in the corridor include:

a. CFRC Communications fiber optic cable, Location Services

Contact Bombardier Transportation North America
Telephone No. (407) 732-6735

b. CFRC Signal Facilities, Location Services

Contact Herzog Technologies, Inc.
Telephone No. (407) 562-4702

Herzog Technologies charges a fee for this service. The Department will pay for the cost of locating the Underground Facilities. It is still the Contractors responsibility to contact and schedule these services. Please do not include the cost of locating Underground Facilities in your Price Proposal.

c. Sunshine One Call of Florida, Utility Location Services

Call for Locates
811 or (800) 432-4770

5. Requirements for Working Within the CFRC: All workers who enter the CFRC (Contractor's employees, subcontractor's employees) must comply with the following requirements:
 - a. Every worker must possess a current CFRC Roadway Worker Protection (RWP) certification. The Contractor shall obtain Roadway Worker Protection Services training from Bombardier Transportation North America under the Departments Operations and Maintenance contract. Training shall be provided at a rate of \$100.00 per person. To schedule RWP training, contact
Bombardier Transportation North America
Telephone 407-732-6708 or 407-504-8978
Email to: Natasha.Furniss@Rail.Bombardier.com

All workers shall have the Contractor's background investigation completed and have met the Contractor's minimum requirements. The Department has the option to request documentation from the Contractor of the background investigations completed for all employees working in the CFRC right-of-way.

b. On-Track Protection Services

The Contractor shall be responsible for scheduling the requisite on-track Protection Services at all times when workers are located within the CFRC Right-of-Way. In no event shall the Contractor be within the CFRC right-of-way without on-track protection. The Contractor shall not be authorized to enter the CFRC (railroad right of way) until on-track protection has been established, the Roadway Worker in Charge (RWIC) is on site and the RWIC has authorized workers to enter the CFRC, under the supervision of the RWIC.

The Contractor is required to schedule on-track protection services a minimum of two weeks in advance of the planned work. On-track protection services are to be provided by a separate contractor to the Department. On-track protection services shall be scheduled through:

Bombardier Transportation North America
Telephone 407-732-6708 or 407-504-8978
Email to: Natasha.Furniss@Rail.Bombardier.com

On-Track Protection Services shall be provided by Bombardier Transportation North America in accordance with the Departments Operations and Maintenance contract at a daily rate of \$970.00 for up to 10 hours per day, and an overtime rate of \$97.00 per hour for each additional hour over the ten-hour daily unit rate. The Contractor shall pay Bombardier Transportation North America directly for all On-Track Protection Services.

c. Department CEI on-site

The Contractor shall not be within the CFRC right-of-way without the Department's Construction Engineering and Inspection (CEI) consultant staff at the work site. The Contractor is required to schedule the CEI services a minimum of two weeks in advance of the planned work. The Contractor shall coordinate with the Department for these services. CEI services are to be provided under a separate contract with the Department at the Department's expense.

d. Prior to Notice to Proceed, the Department shall hold a Pre-construction meeting with the Contractor to review the work, schedule, contract, invoicing requirements, and coordination procedures between the Contractor, CFRC, and the Department and its CEI consultant.

6. Warranty

Any item or material furnished and/or installed under this contract found to be defective within one year after final acceptance, shall be repaired, remedied or replaced by the Contractor free of all charges to the Department, including transportation, removal of defective material, and installation of new material.

FENCE AND SIGN LOCATIONS

Fencing and No Trespassing Signs Installation locations are provided in Exhibit F, "Fencing Plan".

Scope of Services– Installation of Fencing and No Trespassing Signs and Posts for Segments 1 through 6 and 8 through 28 as shown in Exhibit F in Seminole and Orange Counties

FIN. No. 412994-4-52-18, IOS Fencing.

1. Contractor shall furnish all labor, tools, materials, equipment, facilities and transportation required to perform the services described in this Scope of Services except for the material identified in lines 5 and 6 below.
2. Contractor shall furnish and install all necessary fence components, including, but not limited to, gates, fence posts, concrete for posts, fence fabric and hardware as specified for FDOT Type B, galvanized chain link fence, six (6) feet in height.
3. Contractor shall furnish and install FDOT Type B galvanized chain link fence, six (6) feet in height at the twenty-seven (27) locations cited above. Approximately 23,027 Linear feet.
4. Contractor shall furnish and install the following galvanized chain link gates:
 - a. In fence segment 14, Contractor shall furnish and install all necessary components for one (1) single swing gate with a five (5) foot wide opening.
 - b. In fence segment 16, Contractor shall furnish and install all necessary components for one (1) single swing gate with a five (5) foot wide opening.
5. Contractor shall provide all labor, tools, equipment, facilities and transportation necessary for installation of the No Trespassing signs and Posts at the locations identified in Exhibit F. Contractor shall place the bottom 24" to 30" of the U-channel post into the ground. Contractor is not required to place concrete in the sign post holes or around the base of the sign posts.
6. Contractor shall place the top of each 18" high by 24" wide No Trespassing sign 2" to 4" above the top of the U-channel post.

POTENTIAL ADDITIONAL SERVICES

At the Department's request a Supplemental Agreement may be issued for additional fencing, gates, signs and installation as required by the CFRC.