

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

District Five RTMC Security Surveillance System

RFP-DOT-18-19-5009-RTMC

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 provide for the District Five Security Surveillance System. It is anticipated that the term of the contract will begin on April 1, 2019 and be effective through March 30, 2024.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the “VENDOR”. For the purpose of this document, the term "Proposer" means the prime VENDOR acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida VENDOR Bid System at www.myflorida.com (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for VENDORS and Customers”, click on “VENDOR Bid System (VBS)”, click on “Search Advertisements”) under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

ACTION / LOCATION	DATE	LOCAL TIME
ADVERTISEMENT DATE	February 15, 2019	
DEADLINE FOR ALL QUESTIONS	February 25, 2019	10:00AM
TECHNICAL AND PRICE PROPOSALS DUE (ON OR BEFORE) Department of Transportation District Five Headquarters MS4-524 Attn: Tammy Hodgkins, CPPB, BAS 719 South Woodland Boulevard DeLand, Florida 32720-6834	March 4, 2019	2:00PM
PUBLIC MEETING TO OPEN TECHNICAL PROPOSALS (same address as above)	March 4, 2019	3:00PM
PUBLIC MEETING TO AVERAGE SCORES OPEN PRICE PROPOSALS (same address as above)	March 19, 2019	1:00PM
SELECTION COMMITTEE MEETING (same address as above)	March 25, 2019	9:00AM
POSTING OF INTENDED AWARD (posting is for 72 hours on VBS)	March 25, 2019	10:00AM to 2:00PM

3) **AGENDA FOR PUBLIC MEETINGS**

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-18-19-5009-RTMC:

Starting Time: see “Timeline” in RFP solicitation

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

Agenda – Averaging Scores/Price Proposal Opening

Agenda for Price Proposal Opening meeting for RFP-DOT-18-19-5009-RTMC:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Announce time and date of Selection/Intended Award decision meeting.
- Adjourn

Agenda – Meeting to Average Scores and Open Price Proposals

Agenda for Intended / Recommended Award meeting for RFP-DOT-18-19-5009-RTMC:

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 Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision.
- Announce time and date decision will be posted on the VENDOR Bid System (VBS).
- Adjourn

Agenda – SELECTION COMMITTEE Meeting to determine Intended Award

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-18-19-5009-RTMC:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score, if any.
- Announce the firms that achieved the minimum technical score and their price(s) as price proposal.
- Announce Proposer with highest Total Score as Intended Award.
- Adjourn.

4) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

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

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. 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 email address identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

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**

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure

that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) **SCOPE OF SERVICES**

Details of the commodities, services, information, and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) **INTENDED AWARD**

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

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

9) **QUALIFICATIONS**

9.1 **General**

The Department will determine whether the Proposer is qualified to perform the services being contracted

based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to 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) LIABILITY INSURANCE

No general liability insurance is required.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

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.

14) CONTRACT DOCUMENT**PURCHASE ORDER**

The MyFloridaMarketPlace "Purchase Order Terms and Conditions" and the Department's "Purchase Order Terms & Conditions" are attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

After the proposal due date and prior to contract execution, the Department reserves the right to perform or have performed an on-site review of the Proposer's facilities and qualifications. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Proposer has financial capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of

the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) **SCRUTINIZED COMPANIES LISTS**

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 and receiving **seventy (70) points or more** on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER **RFP-DOT-18-19-5009-RTMC:**
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER **RFP-DOT-18-19-5009-RTMC:**
(One Separately Sealed Package for Prices)

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

22.2 Technical Proposal (Part I) (1 Original and 1 CD or DVD) (Do not include price information in Part I)

The Proposer must submit one (1) original and one (1) CD or DVD of the technical proposal which are to be divided into the sections described below. **Flash drives cannot be accepted.** Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER **RFP-DOT-18-19-5009-RTMC**".

1. PROJECT APPROACH (**Maximum of 3 Pages, 35 Points**)

The Proposer shall provide a written narrative of the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer shall describe in detail, the proposed solution to include all hardware, software, warranty, support, licenses, training, operations and maintenance elements and options for the deployment location. Include the location of devices, supporting infrastructure needs and other constraints considered when developing the proposed solution. The Proposer shall limit the Project Approach to no more than three (3) pages.

2. VENDOR'S PAST EXPERIENCE **(Maximum of 2 Pages, 25 Points)**

The Proposer shall provide their past experiences written in non-technical language, detailing the organization's experience and qualifications of key personnel as it relates to delivering the services required by this contract. The Proposer shall explain the number of years the organization has provided similar services, the similar work performed in the last 5 years, specific recent projects including the deployment size and tasks performed by the Proposer. The Proposer shall limit the past experience information to no more than two (2) pages.

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. **RESUMES ARE NOT REQUIRED FOR THIS PROJECT.**

3. DEPLOYMENT PLAN & PROJECT SCHEDULE **(Maximum of 2 Pages, 30 Points)**

The Proposer shall provide a realistic schedule and plan to deploy the proposed solution required for this project. The Proposer shall provide a plan which sets forth the project schedule along with the sequence of the work to be performed under the scope of services. The Proposer should plan to start work on or about March 11, 2019 and complete services no later than April 12, 2019. At minimum, the schedule shall reflect all major milestones and activities with durations, logical ties and float. The Project Schedule shall be printable on 11x17 size pages. The Proposer shall limit the Deployment Plan & Project Schedule to no more than two (2) pages.

4. INNOVATIVE IDEAS **(Maximum of 1 Page, 10 Points)**

The Proposer shall describe any creative solutions or value-added components that may enhance the proposer's solution. The Proposer may describe the effect the value-added component has on the overall project schedule, solution costs, training, operations and/or maintenance. The Proposer shall limit Innovative ideas to no more than one (1) page.

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 RFP-DOT-18-19-5009-RTMC". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal. (Form No. 2 Bid Price Proposal Form)

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11). A cover letter and table of contents shall **not** be provided. Section dividers are not required. If section dividers are provided, they shall contain no graphics, only the section name (example: Executive Summary) and will not be counted toward any page counts. Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 11-point Arial font with all margins at ½" on all sides and printed on one side only. The proposals should have all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion. Three ring binders are not desired.

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 RFP-DOT-18-19-5009-RTMC - 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, MS-4-524
Attn: Tammy Hodgkins, CPPB, BAS
719 South Woodland Boulevard
DeLand, Florida 32720-6834
Phone # 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. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction, Section 2, Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction, Section 2, Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each VENDOR. Proposing firms must attain an average score of **seventy (70) points or higher** on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

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

30.3 Price Proposal

The Proposer shall complete the Bid Price Proposal Form, Form No. 2 and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The VENDOR's completed form shall become a part of the contract upon award of the contract.

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

30.4 Criteria for Evaluation

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

a. Technical Proposal (100 Points)

Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Project Approach	35
2. Vendor's Past Experience	25
3. Deployment Plan & Project Schedule	30
4. Innovative Ideas	10

b. Price Proposal (35 Points)

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

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

$$\underline{(Low Price / Proposer's Price) \times Price Points = Proposer's Awarded Points}$$

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 VENDOR's and Customers", click on "VENDOR Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida VENDOR Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

32) AWARD OF THE CONTRACT

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

- a) A Purchase Order issued by the Department, or a Standard Written Agreement executed by both parties.

33) RENEWAL

THIS CONTRACT WILL NOT BE RENEWED.

34) ATTACHED FORMS

Registration Form, Form No. 1
 Bid Price Proposal Form, Form No. 2
 Vendor Data Sheet, Form No. 3
 Drug-Free Workplace Program Certification, Form No. 4
 Vendor Certification Regarding Scrutinized Companies Lists, Form No. 5
 Public Records Form, Form No. 6
 MBE Planned Utilization, Form No. 7

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000) (see attached)

35.2 General Instructions to Respondents (PUR 1001) (see attached)

35.3 MFMP Purchase Order Terms and Conditions

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

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

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

36) ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Special Conditions
 Scope of Services, Exhibit "A"
 Bid Price Proposal Form, Form No. 2
 MFMP Purchase Order Terms and Conditions
 Appendix II (Information Technology Resources)
 Instructions to Respondents (PUR 1001)
 General Conditions (PUR 1000)
 Introduction Section

37) LIQUIDATED DAMAGES

The Vendor 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 Vendor 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 Vendor, in the amount of \$500.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor 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 Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

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.: RFP-DOT-18-19-5009-RTMC

Title: District Five RTMC Security Surveillance System

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.

Sections deleted PUR 1001 3, 4, 5, 12, 13, 14, 19, 20, 21.

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.

Sections deleted PUR 1001 3, 4, 5, 12, 13, 14, 19, 20, 21.

- 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_www.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
RFP-DOT-18-19-5009-RTMC
District Five RTMC Security Surveillance System**

I. Introduction

The Florida Department of Transportation, District Five (FDOT D5) is in the process of completing the construction of a new Regional Transportation Management Center (RTMC) in Sanford, Florida. The new RTMC will be FDOT D5's central hub and control room for Transportation Systems Operations & Maintenance (TSM&O) incident management and monitoring. FDOT D5 TSM&O manages and/or monitors multiple interstate (e.g. I-4, I-95 & I-75), tolling (408, 528, 417 & 429) and several arterial roadways within the Central Florida regional. For incident management and monitoring purposes, FDOT D5 has deployed over 400 closed circuit television (CCTV) cameras, district-wide, along each of the roadways monitored by FDOT D5. The intent of this Request for Proposal (RFP) is to procure a new security surveillance system for the new RTMC Sanford location.

II. Existing System

The Sanford RTMC is a 24x7x365 secured facility which is being equipped with an Access Control Manager (ACM) system with Avigilon Control Center (ACC) software. This system provides secure physical access to the building with the ability to be integrated with an equivalent video surveillance system. The Avigilon Control Center includes the following:

Hardware

- Multiple HID MultiCLASS SE card Readers and badges
- Two (2) ACC Controllers
- One (1) Avigilon Control Manager Server
- One (1) Avigilon Web Client Workstation

Software

- Avigilon Control Manager Software
- Avigilon Web Client Software

III. Description of System Needs

The Vendor must furnish and install a surveillance system that is compatible and can seamlessly integrate with the existing ACM system. The surveillance system shall include all necessary hardware, software and components required to have a fully functional surveillance system. The Vendor shall provide any power supplies, media converters and surge protection for exterior pole mount PTZ cameras. The surveillance system must include the following hardware and software at minimum:

Hardware

- (25) Closed-Circuit Surveillance Cameras:
 - Twelve (12) Indoor fixed Dome ceiling mounted cameras.
 - One (1) 180 Degree Indoor fixed Dome ceiling mounted camera.
 - One (1) 360 Degree indoor fixed Dome ceiling mounted camera.
 - Six (6) Exterior 270 Degree fixed Dome cameras.
 - Two (2) Exterior 180 Degree fixed Dome cameras.
 - Three (3) Exterior Pole Mount PTZ cameras.
- One (1) Exterior License Plate Bullet fixed camera.
- One (1) Network Video Recorder (NVR) rack mounted with 48 TB of storage.
- One (1) Rack Mount CCTV server.
- One (1) Workstation Client

Software

- Video Management Software
- Workstation Client Software

Exterior cameras shall be mounted at various locations on the exterior wall of the RTMC building in which all

cabling will be provided by others. Mounting heights for cameras will vary between 20 to 40 feet. The Vendor shall be responsible for provide the necessary equipment to mount all cameras at the required heights. The Vendor shall be responsible for camera configuration setup, connection to software, aiming of cameras, setup of client workstation, configuration of surveillance video wall onto two (2) 55" LED monitors (to be provided by others), and integration of the surveillance system into the existing ACM solution.

Vendor must provide all necessary engineered shop drawings, equipment, installation, mounting, programming, trim out, testing, and certification as required to provide and install all CCTV related equipment per this RFP.

IV. Project Management: VENDOR shall furnish, install and configure the proposed equipment at the FDOT site location: Sanford RTMC Campus - 4975 Wilson Rd, Sanford, FL 32771

The VENDOR shall provide a single point of contact who will serve as the VENDOR's Project Manager (PM). The PM will coordinate the delivery, installation, and configuration of the proposed system with FDOT. The VENDOR shall submit a project schedule to the FDOT within two (2) weeks after being awarded the contract. The project schedule must include the following at minimum:

- All Project Tasks with Tasks Start and End Date, Task Duration, and Task Predecessors
- Project Task must include – Project Award Date (Notice-To-Proceed), Campus site visits, Equipment Order date and lead time duration, Equipment Estimated delivery date, hardware and software installation dates, testing dates, and project end date.

V. Security System Installation: The VENDOR shall install and mount all surveillance system equipment and components per the RTMC build plan specification which will be provided to the awarded VENDOR. The VENDOR shall install and mount all equipment per their respective manufacturers' recommendations. If alternative is selective, it must first be approved by the Department.

All exterior camera installation that are mounted on the building exterior walls must be sealed to prevent water intrusion into the building. Exterior camera mounting will be inspected and must be approved by FDOT or its representative.

VI. System Hardware Minimum Requirements:

All features and capabilities listed within the minimum requirements must be available immediately as an out-of-the-box solution the first day of the installation.

Surveillance Cameras:

- Must be capable of night and day viewing and automatically detects and adjust to night time view.
- Must be integrate seamlessly with the existing ACM system in which the existing system can be configured to control and utilize all features of the cameras
- Must support multi-streams in H.264 and Motion JPEG and support video compression of H.264 (MPEG-4 Part 10/AVC) and Motion JPEG
- Must support Day and Night mode

Indoor Cameras at minimum:

- Must be support streaming video at 5 MP and be IP POE capable
- Must be capable of remote focus and zoom control and be ONVIF compliant
- Must be capable of automatically setting iris position to enhance image quality in all lighting conditions
- Capable of providing high quality image in low light conditions
- Must support framerate 30fps at minimum
- Must support up to 64 Privacy Zones

Outdoor/Exterior Cameras at minimum:

- Must be support streaming video between 5 to 8 MP and be IP POE capable
- Pole mount cameras must be capable of pan-tilt-zoom (PTZ)
- Must be capable of remote focus and zoom control and be ONVIF compliant

- Must be capable of automatically setting iris position to enhance image quality in all lighting conditions

License Plate Capture Camera:

- Must utilize H.264 compression at 3 MP minimum
- Must be capable of capturing multiple lanes of traffic
- Must be capable of clearly capturing images in extremely low light scenarios
- Must be equipped with integrated infrared LED for better visibility in the dark
- Must be capable of remote zoom and focus feature in the lens
- Must be capable of capturing license plate at vehicle speeds up to 62 mph.
- Must have and Vandal and weather resistant housing with an IP66 Rating or better.
- Must be capable of seamlessly integrating with the existing ACM software being installed at the RTMC.

Workstation/ Network Video Recorder:

- Must be compatible and integrated with the ACM system software
- Must have software capable of creating a software video wall display on high resolution (1080p or 4K) monitors.
- Must be equipped with high performance video graphic cards capable of viewing live and recorded video.
- Must be capable of viewing up to 144 simultaneous video streams
- Must be equipped with an Intel Core i7, 8 GB DDR4 RAM, 2 Gbps NIC, DVD-RW, Windows 10 IOT Enterprise LTSC
- Must support at minimum (4) 1080p or (4) 4K connections at 60 Hz max refresh rate via HDMI.
- When using (4) 1080P displays, the workstation must be capable of displaying:
 - 13 x 5MP video streams at 13 fps
 - 11 x 2MP Video streams at 30 fps
 - 6 x 6MP Fisheye videos streams at 30 fps
 - 5 x 8MP H.265 video streams at 10 fps
- When using (4) 4k displays, the workstation must be capable of displaying:
 - 12 x 5MP video streams at 13 fps
 - 10 x 2MP Video streams at 30 fps
 - 6 x 6MP Fisheye videos streams at 30 fps
 - 5 x 8MP H.265 video streams at 10 fps
- Must be accompanied with USB Keyboard and Mouse and all components necessary for full functionality

VII. System Software Minimum Requirements:

Server Software:

- Must be compatible with and integrated into the ACM.
- Must be capable of mapping software generated alarms with the ACM generated alarms which can be door access related events, panel or subpanel, input/output and identity events.
- Must be capable of acknowledging alarms self-software created or ACM generated alarms.
- Must be capable of integrating with third party surveillance cameras.
- Must include video analytics and advanced artificial search intelligence
- Must be capable of detecting unusual motion to help identify potential events
- Must be capable of viewing video live or recorded via an Apple or Android mobile device
- Must integrated with license plate recognition camera to automatically capture high quality images of license plates from vehicles day or night with the ability to link images to live and recorded video.
- License plate analytics software must be configured to use regional license plate databases within North America.
- License plate analytics software must be capable of utilizing created or imported license plate watch lists to provide security alerts of potential threats.

Client Workstation Software:

- Must be compatible with and integrated into the ACM.
- Must be capable of play live and recorded camera events
- Must be capable of pan/tilt/zoom (PTZ) function of the installed surveillance cameras.
- Must have the ability to start and stop video playback, pause/resume, fast-forward and rewind video.
- Must be capable of unlocking an access door directly from a camera view within the software
- Must be capable of receiving, processing and acting on door events from the ACM software, hardware input events and access door grants.

VIII. **Software Subscriptions and Product Licenses:** VENDOR shall provide all necessary server and client software and product licensing to ensure all equipment is fully functional for the term of the warranty period. Warranty period for software license and support shall be five (5) years. All software subscription and licensing costs shall be included in the bid. License must be flexible to allow for hardware changes and updates.

IX. **Support and Warranty:** VENDOR shall provide (24) hours per day, (7) days a week, (365) days per year technical support for problem reporting and resolution. All equipment must be warranted for a minimum period of five (5) years. Five (5) year system warranty which covers all equipment, software, and services. Support and warranty cost shall be included in the VENDOR’s bid.

VENDOR agrees to have a technician on-site within 48 hours of a request for service or support, if such time frame is requested by the FDOT. The VENDOR agrees to respond to FDOT’s request for service by telephone or email within four (4) hours of receipt of the request for service. During the warranty period, all parts required for repair of the new surveillance system shall be repaired or replaced by the VENDOR at no additional charge to the Department. The support shall include next business day delivery of all defective or RMA parts. In the event, a critical component (e.g. camera, server, or workstation/NVR) under warranty malfunctions, said component must be replaced by the VENDOR the same or next day regardless of the RMA status.

Table 1: Hardware and Software Support Terms

Description	Minimum Warranty Term (years)	Minimum Support Term (years)
Surveillance Cameras	5	5
Surveillance System Server	5	5
Workstation/Network Video Recorder	5	5
Server and Client Software	5	5

X. Training:

Vendor shall provide training on the use of the security surveillance system software and provide manuals for system configuration and troubleshooting.

XI. Department Responsibilities

The Department will provide the following items as described:

- Ethernet cabling from network switch to IP camera destination and any fiber and copper hybrid cable required for outdoor camera installations, including all fiber connections and testing.
- Network communication switch – All patch panels and switches, (2) 24 port Poe & PoE+ Switches
- 120 VAC power for PTZ power supplies in each IT communication room.
- Surveillance equipment IP addresses
- Pole mount media enclosure.
- All associated racks for all datacenter equipment.



STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 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 1000

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

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional

prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor~~

suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor'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 Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.

CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. 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 or by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. ~~The Contractor shall be fully liable for the actions of its agents, employees,~~

~~partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. ~~The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to~~

any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the~~

general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service

representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed~~

to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. ~~The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"
METHOD OF COMPENSATION
RFP-DOT-18-19-5009-RTMC
District Five RTMC Security Surveillance System

1.0 PURPOSE

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

2.0 COMPENSATION

Vendor will be paid the lump sum amount in full for proper completion of all the work identified to be included in the lump sum amount, regardless of the time, effort, or expense of the Vendor in performing that work. The Vendor may be paid a portion of the lump sum amount as a progress payment based on the percentage of the total lump sum work that has been completed, accepted by the Department, and properly invoiced by the Vendor during any billing period. Payment of the lump sum amount will constitute full compensation for the work and no additional compensation will be paid for overhead, operating margin, expenses, travel, costs, or any other matter.

For the satisfactory performance of delivery and installation of all commodities and services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$_____. The Maximum Amount consists of the following Lump Sum Amounts:

Table 1

ITEM #	DESCRIPTION	QTY	UNIT	AMOUNT
1	Surveillance Security System – Central (i.e. Server) or Endpoint (i.e. Workstation) Hardware and Software. Inclusive of all Encoders, NVR's, components and ancillary equipment, support, and warranty as specified in Exhibit "A", Scope of Services	1	Lump Sum	\$
2	Surveillance and License Plate Recognition Cameras. Inclusive of all indoor and outdoor CCTV cameras, mounting hardware, cabling, support, and warranty as specified in Exhibit "A", Scope of Services	1	Lump Sum	\$

The Lump Sum Amount corresponds to the pricing provided by the Vendor on their Bid Price Proposal Form, Form No. 2 and is inclusive of all costs in providing the products and services as specified in Exhibit "A", Scope of Services.

The Vendor shall not provide services that exceed the Lump Sum Amounts listed above without an approved Amendment from the Department.

3.0 PROGRESS PAYMENTS

The Vendor shall submit an invoice (3 copies) upon completion of each Project listed above in

a format acceptable to the Department. Payment shall be made to the Vendor for the satisfactory completion of each Project as approved by the Department.

Invoices shall be submitted to: Florida Department of Transportation
Traffic Operations, MS 562
719 South Woodland Boulevard
DeLand, Florida 32720-6834

The Vendor has certified that ____% MBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

4.0 LIQUIDATED DAMAGES

The Vendor 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 Vendor 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 Vendor, in the amount of \$500.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor 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 Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

The Department has the right to apply, as payment on such damages any money the Department owes to the Vendor. Liquidated Damages will be assessed and deducted from the monthly Lump Sum invoice as described below.

Monthly at the time of invoice, the Project Manager shall verify that no Liquidated Damages are due prior to approving any invoice. In the event liquidated damages are due, the invoice shall be reduced by the amount of \$500.00 per day due for the corresponding event. The Department reserves the right to reduce any payment by any amount due under the Liquidated Damages provisions within this contract.

5.0 TANGIBLE PERSONAL PROPERTY

This contract includes the purchase of Tangible Personal Property as defined in Chapter 273, F.S., and is acquired in accordance with Rule 60A-1.017, Florida Administrative Code. The specific property(ies) and line item cost(s) is(are) detailed below, and will be subsequently transferred to and controlled by the Department upon completion of services or end of the contract, whichever occurs first. Upon receipt of property, the Vendor shall forward to the Department a copy of the purchase invoice/property description/serial number and date of receipt.

The Department will forward inventory control label(s) to be affixed to all property. The Vendor will

accommodate physical inventories required by the Department.

25 Closed-Circuit Surveillance Cameras	Unit Cost \$
1 Exterior License Plate Bullet fixed camera	Unit Cost \$
1 Network Video Recorder (NVR)	Unit Cost \$____
1 Rack Mount CCTV server	Unit Cost \$
1 Workstation Client	Unit Cost \$

State of Florida
 Department of Transportation
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
 FAX TO 850-412-8092.**

RFP Number: RFP-DOT-18-19-5009-RTMC

Title: District Five RTMC Security Surveillance System

Technical and Price Proposals Due Date & Time (On or Before): March 4, 2019 at 2:00PM

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax **this sheet only** to the Florida Department of Transportation Procurement Office at 850-412-8092.

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this RFP number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____ FEID#: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Cell: _____

Contact Person: _____

E-Mail Address: _____

BID PRICE PROPOSAL FORM

Form No. 2

BID #: RFP-DOT-18-19-5009-RTMC

BID TITLE: DISTRICT FIVE RTMC SECURITY SURVEILLANCE SYSTEM

COMMODITIES AND SERVICES TO BE PROVIDED AS SPECIFIED IN EXHIBIT "A", SCOPE OF SERVICES

TABLE 1

ITEM #	DESCRIPTION	QTY	UNIT	***EXTENDED AMOUNT
1	Surveillance Security System – Central (i.e. Server) or Endpoint (i.e. Workstation) Hardware and Software. Inclusive of all Encoders, NVR's, components and ancillary equipment, support and warranty as specified in Exhibit "A", Scope of Services	1	*Lump Sum	\$
2	Surveillance and License Plate Recognition Cameras. Inclusive of all indoor and outdoor CCTV cameras, mounting hardware, cabling and support and warranty as specified in Exhibit "A", Scope of Services	1	*Lump Sum	\$
** GRAND TOTAL (sum of items 1 and 2)				\$

*The Lump Sum pricing above in Table 1 shall include all project management, coordination, installation, configuration, testing, verification, labor costs, travel, and any type of additional costs involved to complete all tasks as required in Exhibit "A", Scope of Services. **The Department reserves the right to correct the Grand Total, if calculated improperly. *** The Extended Amounts shown in Table 1 above will become part of the contract and be used for payment purposes as part of Exhibit "B", Method of Compensation.

MFMP Transaction Fee

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

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

ACKNOWLEDGEMENT

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

Bidder: _____ FEID#: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Name Printed/Typed: _____ Title: _____

VENDOR DATA SHEET
RFP-DOT-18-19-5009-RTMC

VENDOR INFORMATION

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____

Attach your W-9 Form (State Purchasing System (SPURS) Vendor Number) <https://fivendor.myfloridacfo.com/>

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc./LLC): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: () _____ FAX NO.: () _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELL: _____

TOLL FREE NO.: () _____ FAX NO.: _____

E-MAIL ADDRESS: _____

RFP Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) _____ Attach Proof
<https://vendor.myfloridamarketplace.com>

2) REGISTERED WITH THE DIVISION OF CORPORATIONS (Y/N) _____ Attach Proof
<http://www.sunbiz.org>

3) LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (Y/N) _____ Attach Proof

(Signature in INK)

(Title)

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION
RFP-DOT-18-19-5009-RTMC**

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

(1) PUBLISH A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION.

(2) INFORM EMPLOYEES ABOUT THE DANGERS OF DRUG ABUSE IN THE WORKPLACE, THE BUSINESS'S POLICY OF MAINTAINING A DRUG-FREE WORKPLACE, ANY AVAILABLE DRUG COUNSELING, REHABILITATION, AND EMPLOYEE ASSISTANCE PROGRAMS, AND THE PENALTIES THAT MAY BE IMPOSED UPON EMPLOYEES FOR DRUG ABUSE VIOLATIONS.

(3) GIVE EACH EMPLOYEE ENGAGED IN PROVIDING THE COMMODITIES OR CONTRACTUAL SERVICES THAT ARE UNDER BID A COPY OF THE STATEMENT SPECIFIED IN SUBSECTION (1).

(4) IN THE STATEMENT SPECIFIED IN SUBSECTION (1), NOTIFY THE EMPLOYEES THAT, AS A CONDITION OF WORKING ON THE COMMODITIES OR CONTRACTUAL SERVICES THAT ARE UNDER BID, THE EMPLOYEE WILL ABIDE BY THE TERMS OF THE STATEMENT AND WILL NOTIFY THE EMPLOYER OF ANY CONVICTION OF, OR PLEA OF GUILTY OR NOLO CONTENDERE TO, ANY VIOLATION OF CHAPTER 893 OR OF ANY CONTROLLED SUBSTANCE LAW OF THE UNITED STATES OR ANY STATE, FOR A VIOLATION OCCURRING IN THE WORKPLACE NO LATER THAN 5 DAYS AFTER SUCH CONVICTION.

(5) IMPOSE A SANCTION ON, OR REQUIRE THE SATISFACTORY PARTICIPATION IN A DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM IF SUCH IS AVAILABLE IN THE EMPLOYEE'S COMMUNITY BY, ANY EMPLOYEE WHO IS SO CONVICTED.

(6) MAKE A GOOD FAITH EFFORT TO CONTINUE TO MAINTAIN A DRUG-FREE WORKPLACE THROUGH IMPLEMENTATION OF THIS SECTION.

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

YES

NO

Name of Business: _____

(Authorized Signature in Ink)

(Date)

(Print Name)

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

Respondent Vendor Name: _____
 Vendor FEIN: _____
 Vendor's Authorized Representative Name and Title: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: _____
 Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Public Records Form**

Form No. 6

Solicitation Number: RFP-DOT-18-19-5009-RTMC

Financial Project No(s): 43710019301

Project Description: District Five RTMC Security Surveillance System

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

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

Company/Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

PROCUREMENT NO. RFP-DOT-18-19-5009-RTMC FINANCIAL PROJECT NO. 43710019301

(DEPARTMENT USE ONLY)

DESCRIPTION: District Five RTMC Security Surveillance System

I, _____, _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Appendix II
INFORMATION TECHNOLOGY RESOURCES

Agreement (Purchase Order) #:

RFP-DOT-18-19-5009-RTMC

BACKGROUND CHECK FOR VENDOR STAFF

Florida Department of Transportation (Department) requires Vendor employees working on systems identified by the Department with a risk factor of moderate or higher to undergo an FBI Level II background check. The Vendor will pay the cost of their employee background checks. The Vendor will utilize the Department's Originating Agency Identifier (ORI). Contract employees must successfully pass the Level II background check before beginning work on the project.

CHAPTER 74-1, F.A.C. – INFORMATION TECHNOLOGY PROJECT MANAGEMENT AND OVERSIGHT STANDARDS

Governed by the Agency for State Technology (AST), [Chapter 74-1](#), Florida Administrative Code (F.A.C.), Florida Information Technology Project Management and Oversight Standards, establishes project management principles that State Agencies are required to follow when implementing information technology projects. The Department must adhere to the State project management standards and ensure that all project documentation created by the Vendor, the Department, or in collaboration, is developed and maintained in accordance with Chapter 74-1 F.A.C. The Vendor must be familiar with the State project management standards and be prepared to satisfy all requirements. It is important for the Vendor to recognize that documentation, monitoring, or reporting requirements may change mid-project, based on the project's AST Risk and Complexity Assessment, outlined in 74-1.002. The Vendor must be adaptable to changes required by Chapter 74-1 F.A.C., without increasing cost to the Department.

CHAPTER 74-2, F.A.C. – FLORIDA CYBERSECURITY STANDARDS

Governed by the Agency for State Technology (AST), [Chapter 74-2](#) F.A.C., Information Technology Security, also known as the Florida Cybersecurity Standards (FCS), establishes cybersecurity standards for information technology (IT) resources. State Agencies are required to follow these standards in the management and operations of state IT resources. The Department must adhere with the Florida Cybersecurity Standards for all IT projects created by the Vendor, Department, or in collaboration. The Vendor must be familiar with the State cybersecurity standards and be prepared to work with the Department to satisfy all requirements.

In support of the Florida Cybersecurity Standards, 74-2 F.A.C. Section 74-2.002, the Department requires that all IT systems have a system security plan (SSP). The SSP must address the security setup of the system, ensuring that security controls required by Section 74-2.003(5)(g)(4) are in place. The SSP must be submitted by the Vendor and approved by the Department Information Security Manager (ISM) prior to system implementation. The SSP must be completed using the SSP template made available from the Department ISM. The SSP must be submitted during the System Design/Configuration phase to allow time for changes in the security design that may be required. Upon receipt of the SSP, the Department will have ten (10) business days to review. The ISM will respond with feedback, approval, or denial of the plan. The Vendor must allow time for adjustments to the plan and resubmittal to the ISM. After the SSP is approved, the Vendor shall keep the SSP updated as necessary or upon notification by the Department of a deficiency in the SSP. Any change to the SSP must be reviewed by the Department and approved by the ISM.

COMPUTER HARDWARE/SOFTWARE LIABILITY

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

CONFIDENTIAL INFORMATION

Trade secrets are not solicited or desired as submissions with responses. Respondents are advised to submit a redacted version of the quote if the Vendor deems any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to [Chapter 119](#), Florida Statutes (F.S.), the Florida Constitution or other authority. Any confidential or trade secret submission must be conspicuously marked as such, and any redacted copy must be clearly titled "Proprietary and Confidential." Failure to provide a redacted version when confidentiality is claimed by the Vendor may be cause for determination of non-conformance.

CONFLICT OF INTEREST

To prevent any bias, unfair competitive advantage, conflict of interest, or the appearance of any type of impropriety, Vendor personnel must not have been directly or indirectly involved in the development of the Scope of Services or related solicitation documentation by the Department. If Vendor personnel worked in conjunction with the Department on the development of the solicitation document, the Vendor is prohibited from submitting a bid for this solicitation. Vendor personnel assigned to other Department projects outside this Contract,

shall hold and maintain any confidential information that could benefit the Vendor on future solicitations in strictest confidence. As a condition of the Agreement, the Department may require contracted personnel to sign a nondisclosure agreement. Violation of the non-disclosure agreement by contracted personnel may result in termination of the individual, and at the Department's discretion, disqualification of the Vendor from future solicitations.

COPYRIGHT OR PATENT INFRINGEMENT

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Agreement price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work. Copyrighted material will be accepted, as part of a technical Quote, only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for use by the Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, F.S. Therefore, such material will be subject to viewing by the public.

DATA SECURITY AND CONFIDENTIALITY

The Vendor and its employees must comply with all Department security procedures while working on this Agreement. The Vendor shall provide immediate notice to the Department-OIT Application Services Manager and the Department – Transportation Technology Office (TTO) Information Security Manager (ISM) in the event it becomes aware of any security breach, any unauthorized transmission of State Data as described below or of any allegation or suspected violation of the Department security procedures. Except as required by law or legal process and after notice to the Department, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work, including, but not limited to, Chapter 74-2, F.A.C., security procedures, business operations information, or commercial proprietary information in the possession of the state and/or the Department.

a. Loss of Data

In the event of loss of any Department or State data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at the Vendor's sole expense.

b. Data Protection

No state data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

DELIVERABLE WARRANTY

Vendor warrants that all Deliverables provided by Vendor shall comply with the form, content, performance, and functionality specified in the Scope or each applicable T.W.O. If at any time within the Warranty Period, the Department discovers that a Deliverable does not comply with this Warranty, the Vendor shall, at no cost to the Department and in a timely manner, make such Deliverable conform and comply with this Warranty.

Each Deliverable and any other work product provided by Vendor in performing the Services, does not and will not infringe and is not and will not misappropriate or infringe the intellectual property rights, privacy rights or other rights of any other person or entity, nor has any claim of such infringement been threatened or asserted, nor is such a claim pending against Vendor (or to the best of Vendor's knowledge, any entity from which Vendor has obtained such Deliverable, Work Product, or rights related thereto).

ELECTRONIC ACCESSIBILITY

The Federal Electronic and Information Technology standard can be found at: <https://www.section508.gov/>. The Department standards set for section 508 compliance information for the supplies and services in this Agreement are available on the Department Standards and Guidance Set website.

ESCROW OF SOURCE CODE

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

FACILITIES AND EQUIPMENT

Upon completion of Security Awareness Training by the Vendor's personnel assigned to this project, the Department shall provide necessary access to the Department network. The work will be conducted on-site in the Tallahassee Project Office. The Project will provide work space to use while on site. All property furnished by the Department for use by the Vendor during this Agreement will remain the property of the State of Florida.

GUIDELINES AND STANDARDS

The Vendor agrees to comply with the Department's best practices and standards, including, but not limited to, the most current version available on the [Department Standards and Guidelines Set](#) website.

OWNERSHIP OF WORKS AND INVENTIONS

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

All work materials developed or provided by the Vendor under this Agreement and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the State of Florida. Any intellectual property contained in a Deliverable and developed as a result of this Agreement shall be the sole property of the State of Florida. This provision will survive the termination or expiration of the Agreement. The Vendor retains all ownership rights in any proprietary methodologies, methods, processes, ideas, concepts, algorithms, trade secrets, software documentation, other intellectual property, or procedures of the Vendor that pre-exist or were developed outside the scope of this Agreement. If any such property of Vendor is contained in any of the Deliverables hereunder, the Vendor grants to the Department a royalty-free, paid-up, non-exclusive, perpetual license to use such Vendor intellectual property in connection with the Department's use of the Deliverables.

PROJECT PLAN SCOPE LANGUAGE

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

SECURITY OF CONFIDENTIAL PERSONAL INFORMATION

The Vendor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the Department, Vendor and Vendor's employees shall not divulge to third parties any confidential information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. If Vendor or Vendor's employees have access to confidential information in order to fulfill Vendor's obligations under this Agreement, Vendor agrees to abide by all applicable Department Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department information in Vendor's possession. Vendor shall make a report to the Department not more than seven (7) business days after Vendor learns of such use or disclosure.

Vendor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event a "Security Incident" also includes a "breach of security", as defined by section 501.171, F.S., as amended, concerning confidential personal information involved with this Agreement, Vendor shall comply with section [501.171](#), F.S. When notification to affected persons is required under this section of the statute, Vendor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information.

THIRD PARTY TOOLS

Vendors may not use third-party tools which impose licensing responsibility on the Department without written approval by the Department.

TRAINING

The Vendor shall provide, at its own expense, training necessary for keeping Vendor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.