

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
Districtwide Contamination Assessment

DOT-RFP-18/19-3073KW

CONTACT FOR QUESTIONS:

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(850) 330-1494
Phone: (850) 330-1340
1074 Highway 90
Chipley, Florida 32428

State of Florida
Department of Transportation
District Three Procurement
1074 Highway 90
Chipley, Florida 32428

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

FAX TO (850) 330-1494 OR E-MAIL TO Karen Woodham karen.woodham@dot.state.fl.us

RFP Number: RFP-DOT-18/19-3073KW

Title: Districtwide Contamination Assessment

Proposal Due Date & Time (On or Before): March 12, 2019 at 2:00 PM

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) 330-1494, or by e-mail to Karen Woodham at karen.woodham@dot.state.fl.us.

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

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____

Contact Person: _____

E-Mail Address: _____

For further information on this process, e-mail or telephone: Karen Woodham at karen.woodham@dot.state.fl.us by phone (850) 330-1340.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

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 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

CONTRACT RATES					
ITEM	Classification		Straight Time Rate	Overtime Rate	
1	PROJECT DIRECTOR				
2	CONTRACT MANAGER				
3	PROJECT MANAGER				
4	ASSISTANT PROJECT MANAGER				
5	INDUSTRIAL HYGIENIST				
6	QA/QC OFFICER				
7	SENIOR SCIENTIST				
8	PROJECT SCIENTIST				
9	STAFF SCIENTIST				
10	T&D COORDINATOR				
11	ESTIMATOR				
12	DRAFTS PERSON				
13	WORD PROCESSOR				
FIELD OPERATIONS					
	Classification		Straight Time Rate	Overtime Rate	
14	FIELD PROJECT MANAGER				
15	SUPERVISOR				
16	SENIOR FOREMAN				
17	FIELD FOREMAN				
18	WELDER				
19	CARPENTER				
20	ELECTRICIAN				
21	EQUIPMENT OPERATOR				
22	TRUCK DRIVER				
23	MECHANIC				
24	SENIOR TECHNICIAN				
25	ENVIRONMENTAL SCIENTIST				
26	ADMINISTRATIVE TECHNICIAN				
27	CLEAN-UP TECHNICIAN/LABORER				
28	EQUIPMENT MANAGER				
EQUIPMENT					
VEHICLES					
		Hourly	Daily Rate	Weekly Rate	Monthly Rate
*201	CAR	N/A			
*202	PASSENGER VAN	N/A			
*203	PICK-UP	N/A			
*204	CREW CAB	N/A			
*205	4 WHEEL DRIVE P/U	N/A			
TRUCKS AND TRAILERS					
		Hourly	Daily Rate	Weekly Rate	Monthly Rate
206	ROAD TRACTOR	N/A			
207	EMERGENCY RESPONSE TRUCK	N/A			
208	MOBILE LABORATORY	N/A			
209	DUMP TRUCK (SINGLE-AXLE)	N/A			
*210	BOX TRUCK (ONE-TON)	N/A			
*211	BOX TRUCK (TWO-TON)	N/A			
*212	STAKE BED (ONE-TON)	N/A			
*213	WATER TRUCK	N/A			
*214	VACUUM TRUCK (2000-GAL)	N/A			
*215	FUEL TRUCK	N/A			
*216	SKID UNIT (1500-GAL)	N/A			
*217	GALLEY TRAILER	N/A			
*218	DECON TRAILER	N/A			
*219	LOWBOY, 35-TON	N/A			
220	9-20 TON LOWBOY	N/A			
221	30-40' STORAGE TRAILER	N/A			
222	OFFICE TRAILER	N/A			
223	WATER TRAILER	N/A			

224	CARGO TRAILER	N/A			
PERSONAL PROTECTIVE EQUIPMENT					
		<u>Hourly</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
301	LEVEL "A" SUIT	N/A			
302	EGRESS SYSTEM	N/A			
303	CASCADE MANIFOLD	N/A			
304	FULL FACE RESPIRATOR	N/A			
305	SCBA	N/A			
306	AIRLINE, (EGRESS/50')	N/A			
307	LIFE JACKET	N/A			
308	COOL VEST	N/A			
309	HEAT STRESS MONITOR	N/A			
ON-SITE RECOVERY AND TREATMENT EQUIPMENT					
		<u>Hourly</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
310	CARBON CELL MINI-SKID	N/A			
311	6000LB CARBON CELL	N/A			
312	9000LB CARBON CELL	N/A			
313	4000LB CARBON CELL	N/A			
314	CLARIFIER	N/A			
315	COMPATIBILITY CHAMBER	N/A			
316	FLASH MIXER	N/A			
317	FLOW METER 2"	N/A			
318	PUMP, CHEMICAL FEED	N/A			
319	PUMP, SCAVENGER	N/A			
320	PUMP, SUBMERSIBLE 3"	N/A			
321	PUMP, SUBMERSIBLE 2"	N/A			
322	PUMP, SUBMERSIBLE 4"	N/A			
323	PUMP, DIAPHRAGM 3"	N/A			
324	PUMP, DIAPHRAGM 2"	N/A			
325	PUMP, DIAPHRAGM 1"	N/A			
326	PUMP, DIAPHRAGM 2" SS	N/A			
327	PUMP, DIAPHRAGM 3" SS	N/A			
**328	PUMP, CENTRIFUGAL 6"	N/A			
**329	PUMP, CENTRIFUGAL 4"	N/A			
**330	PUMP, CENTRIFUGAL 3"	N/A			
**331	PUMP, CENTRIFUGAL 2"	N/A			
332	PUMP, SLUDGE	N/A			
333	OIL/WATER SEPARATOR	N/A			
334	2000-GAL SS TANK	N/A			
335	FRAC TANK, 20,000-GALLON	N/A			
336	POOL, 10,000-GALLON	N/A			
337	POOL, 20,000-GALLON	N/A			
338	POOL, 50,000-GALLON	N/A			
SAMPLING AND TREATMENT EQUIPMENT					
		<u>Hourly</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
401	pH METER	N/A			
402	FLASHPOINT	N/A			
403	PHOTOIONIZATION DETECTOR	N/A			
404	DRAEGER PUMP	N/A			
405	EXPLOSIMETER	N/A			
406	GEIGER COUNTER	N/A			
407	CONDUCTIVITY METER	N/A			
408	NOISE DOSIMETER	N/A			
409	DUST MONITOR	N/A			
410	HI VOLUME SAMPLER	N/A			
411	HYDROCARBON ANALYZER	N/A			

412	AIR MONITORING PUMP	N/A			
413	PERISTALTIC PUMP	N/A			
414	MAGNETOMETER	N/A			
415	WEATHER STATION	N/A			
416	HERMIT DATA LOGGER				
	W/1 TRANSDUCER	N/A			
417	MERCURY VAPOR ANALYZER	N/A			
418	WELL PROBE	N/A			
419	HAND AUGER	N/A			
420	ORGANIC VAPOR ANALYZER	N/A			
421	CALIBRATOR, DUST MONITOR	N/A			
422	BAILER, STAINLESS STEEL	N/A			
423	SPLIT SPOON SAMPLER	N/A			
424	BACON-BOMB SAMPLER	N/A			
425	MULTI-METER (PH, turbidity, conductivity meter)	N/A			
426	DIGITAL COLORIMETER	N/A			
427	GRUNDFOS REEL PUMP	N/A			
428	DISCHARGE HOSE	N/A			
429	WATER LEVEL INDICATOR (electric)	N/A			
430	SURVEYING EQUIPMENT	N/A			
431	FIELD GAS CHROMATOGRAPH	N/A			
432	100-FT TAPE MEASURE	N/A			
433	MEASURING WHEEL	N/A			
434	OIL-WATER INTERFACE PROBE	N/A			
435	REDOX PROBE	N/A			
436	DIGITAL CAMERA	N/A			
437	DECON KIT (BRUSHES, ALCONOX, BUCKETS, IPA, DI WATER, ALUMINUM FOIL, PAPER TOWER)	N/A			
438	WELL KIT (FISH HOOKS, RACHET SET, SCREWDRIVER, MONOFILAMENT LINE,GREASE PEN,BOLT CUTTER)	N/A			
439	DISSOLVED OXYGEN METER	N/A			
440	TURBIDITY METER	N/A			
	CONSTRUCTION AND EXCAVATION EQUIPMENT				
		Hourly	Daily Rate	Weekly Rate	Monthly Rate
**501	LOADER, TRACK TYPE-2 YARD				
**502	DOZER D-3, 450				
**503	DOZER D-5				
**504	DOZER D-6				
**505	DOZER D-8				
**506	EXCAVATOR, CAT 215				
**507	EXCAVATOR, KOMATSU PC-200				
**508	EXCAVATOR, 255				
**509	EXCAVATOR, 235				
**510	BACKHOE, CASE 580				
**511	BACKHOE, CASE 580 W/HOERAM				
**512	DREDGE				
**513	WHEEL LOADER, (CAT IT-18)				
**514	WHEEL LOADER, 966				
**515	WHEEL LOADER, 988				
**516	MOTOR GRADER, 12G				
**517	MOTOR GRADER, 14G				
**518	SCRAPER, 613				
**519	SCRAPER, 621				
**520	COMPACTOR, 815				
**521	OFF ROAD DUMP, D25				
**522	VIBRY ROLLER, CS433				

**523	TRACK LOADER, 963				
**524	PORTABLE TRUCK SCALES				
**525	AIR COMPRESSOR, 185 CFM				
**526	UNILOADER, CASE 1845				
527	DEMOLITION GRAPPLER				
528	BARREL GRAPPLER				
**529	FORKLIFT				
**530	FIXATION UNIT				
531	MUFFIN MONSTER				
**532	POWER SCREEN (.5"-4")				
533	HYDRAULIC SHEARS				
534	JACK HAMMER (0-90 LB)				
535	DOUBLE AXLE TRUCK SCALE				
	W/PRINTER				
536	TANK SHEARS				
537	CARBON DIOXIDE ANALYZER				
	MISCELLANEOUS EQUIPMENT	Hourly	Daily Rate	Weekly Rate	Monthly Rate
601	JOHN BOAT	N/A			
**602	BOAT MOTOR	N/A			
**603	STEAM CLEANER	N/A			
**604	LIGHT PLANT 6KW	N/A			
605	SATELLITES	N/A			
**606	WATER LASER	N/A			
**607	WATER LASER, MULTI-GUN	N/A			
608	PORTABLE RADIOS	N/A			
609	HEPA VACUUM	N/A			
**610	CUTOFF SAW	N/A			
**611	GENERATOR/WELDER	N/A			
**612	CHAIN SAW	N/A			
613	SAND BLASTER	N/A			
614	CHAIN HOST	N/A			
615	MOBILE PHONE	N/A			
**616	PORTABLE HEATER	N/A			
**617	GENERATOR, 3KW	N/A			
**618	GENERATOR, 5KW	N/A			
**619	GENERATOR, 10KW	N/A			
620	BLAST-N-VAC	N/A			
621	BARREL CART	N/A			
622	BARREL SLING	N/A			
623	COMPUTER	N/A			
624	COPIER	N/A			
625	FAX MACHINE	N/A			
626	118 PC TOOL BOX	N/A			
627	HAND TOOLS (SHOVELS, ETC.)	N/A			
628	NON-SPARKING TOOL SET	N/A			
629	TRAFFIC CONES	N/A			
630	BODY HARNESS	N/A			
631	CAMCORDER	N/A			
	EXPENDABLES		UNIT	RATE	
701	ACETONE		GAL		
702	ACID SUIT		EA		
703	ADHESIVE SPRAY		EA		
704	AIR HORN		EA		
705	ANTI FOG		BLT		
706	BREATHING AIR		CYL		

707	ANTHRACITE FILTER MEDIA	LB		
708	BAGS, TRASH (55-GALLON)	EA		
709	BLADES, CUT-OFF SAW	EA		
710	BOOTS, TINGLY	PR		
711	BOOTS, LACROSS	PR		
712	BOOT, DISPOSABLE (PVC)	PR		
713	BROOM, PUSH	EA		
714	BROOM, UPRIGHT	EA		
715	BUCKET, 5-GALLON W/LID	EA		
716	CAN, SAMPLE (1-GALLON)	EA		
717	CARBON 40W	LB		
718	CARBON DRUM (55 GAL - MINIMUM OF 20 DAYS PLUS DISPOSAL COSTS)	EA		
719	CARTRIDGES, RESPIRATOR	PR		
720	DISPOSABLE BAILER	EA		
721	DRUM, POLY (55-GAL)	EA		
722	DRUM, OVERPACK (STEEL)	EA		
723	DRUM, OVERPACK (POLY)	EA		
724	DRUM, FIBER (30-GAL)	EA		
725	DRUM, 17H	EA		
726	DRUM, 17E	EA		
727	DRUM, 17C (PCB)	EA		
728	DUCT TAPE	RL		
729	EAR PLUGS	PR		
730	ENCAPSULATED SUIT, LEVEL A	EA		
731	EYE WASH SOLUTION	GAL		
732	FACE SHIELD, CLEAR	EA		
733	FACE SHIELD, TINT	EA		
734	FENCE POST, METAL	EA		
735	FIRST-AID KIT (SMALL)	EA		
736	FIRST-AID KIT (LARGE)	EA		
737	GLOVES, PVC	PR		
738	GLOVES, SAMPLE	PR		
739	GLOVES, ACID	PR		
740	GLOVES, CLOTH	PR		
741	GOGGLES/SAFETY GLASSES	PR		
742	GOLD CREW	GAL		
743	HAZARD TAPE	RL		
744	HEPA VAC HEPA FILTER	EA		
745	HEPA VACUUM BAGS	EA		
746	HEXANES	GAL		
747	HYDROCHLORIC ACID	GAL		
748	ISOPROPYL ALCOHOL	GAL		
749	JAR, MASON QT (CASE/12)	EA		
750	JAR, MASON PT (CASE/12)	EA		
751	JAR, 4 OZ	EA		
752	JAR, 8 OZ	EA		
753	JAR, 16 OZ	EA		
754	JAR, AMBER - 8 OZ	EA		
755	LABELS, PCB OR HAZ WASTE	EA		
756	LIQUINOX	GAL		
757	LOCK - MASTER FOR SECURING MONITORING WELLS	EA		
758	OIL DRY	BAG		
759	NITRIC ACID	GAL		
760	PAPER TOWELS	RL		
761	PEENING FLAPS	EA		
762	PENETONE	GAL		
763	PEROXIDE STRIPS	/100		

764	pH STICKS	/100		
765	POLY ROPE	FT		
766	POOL LINER (10K)	EA		
767	POOL LINER (20K)	EA		
768	POOL LINER (50k)	EA		
769	RAIN GEAR	EA		
770	SAMPLE COOLER 34 QT	EA		
771	SAMPLE TUBE 4" 12mm	EA		
772	SARANEX	EA		
773	CHEM-TUFF	EA		
774	SILT FENCE	RL		
775	SORBENT PADS	BALE		
776	SORBENT ROLL	RL		
777	SORBENT SWEEP	BALE		
778	TARP (16X20)	EA		
779	TEMPORARY PIEZOMETER	EA		
780	TEMPORARY WELL CASING - 5'	EA		
781	TEMPORARY WELL SCREEN - 5'	EA		
782	TIE WIRE	RL		
783	TUBE, SHELBY (3"X36")	EA		
784	TUBE, DRAEGER	EA		
785	TYVEK HOOD	EA		
786	TYVEK	EA		
787	UTILITY KNIFE	EA		
788	VAC, SHOP	EA		
789	VERMICULITE, 20# BAG	BAG		
790	VIAL (40ml) W/SEPTA	EA		
791	VISQUEEN	RL		
792	WADERS, CHEST	EA		
793	WELL CASING (TEMPORARY/FOOT)	EA		
794	WELL SCREEN (TEMPORARY/FOOT)	EA		
796	ZEP CLEANER	GAL		
	* PLUS MILEAGE CHARGES:			
800	ROAD TRACTOR	MILE		
801	EMERGENCY RESPONSE VEHICLE	MILE		
	STAKE BED/BOX TRUCKS AND OTHER			
802	TRUCK > 10,000 GVW	MILE		
803	CARS, VANS, & OTHER TRUCKS	MILE	\$0.445/mile	SET BY STATUTE
804	DISPOSABLE MICRO-BAILER (PVC)	EA		
805	DISPOSABLE MICRO-BAILER (TEFLON)	EA		
806	TEFLON TUBING (3/16" ID)	FT		
807	TEFLON TUBING (1/4" ID)	FT		
808	TEFLON TUBING (5/16" ID)	FT		
***809	SILICON TUBING (1/4" ID)	FT		
***810	SILICON TUBING (3/8" ID)	FT		
811	HDPE TUBING (3/8" OD)	FT		
812	4"X4" TEFLON SWATCHES	EA		
813	RUBBER STOPPER - 2 HOLE	EA		
814	GLOVES, NITRILE	PR		
**	PLUS FUEL CHARGE AT COST PLUS 15%			
***	SILICON TUBING = MEDICAL GRADE SILICON TUBING			
	HDPE = HIGH DENSITY POLYETHYLENE			
	ID = INSIDE DIAMETER			
	OD = OUTSIDE DIAMETER			
	GEOPROBE™ DRILL RIG			
		UNIT	RATE	

*988	RIG TIME (1.25" OD RODS)		Per Day	
989	RIG TIME (2.125" OD RODS)		Per Day	
990	RIG TIME (3.25" OD RODS)		Per Day	
991	RIG TIME (AUGERS)		Per Day	
992	CREW TIME > 10 HOURS (TWO-MAN CREW)		Per Hour	
993	CREW TIME - TRAVEL (TWO-MAN CREW)		Per Hour	
994	PER DIEM (TWO-MAN CREW)		Per Day	
	* MOST STANDARD METHOD			
GROUND WATER SAMPLE COLLECTION				
			<u>UNIT</u>	<u>RATE</u>
995	1.25" OD RODS		EA	
996	2.125" OD RODS		EA	
997	3.25" OD RODS		EA	
SOIL SAMPLE EXPENDABLES				
			<u>UNIT</u>	<u>RATE</u>
998	MC PTEG HEAVY DUTY LINER (4')		EA	
999	O-RING FOR MC RODS (25)		PACK	
1000	LB CAB LINERS (2')		EA	
1001	O-RING FOR LB RODS (25)		PACK	
TEMPORARY AND PERMANENT MONITOR WELL INSTALLATIONS				
MATERIALS WILL BE BILLED AT THE STANDARD COST PLUS 15 PERCENT.				
			<u>UNIT</u>	<u>RATE</u>
1002	DECON (STEAM CLEANER)		PER DAY	
ABANDONMENT				
1003		MC DIAMETER	PER FOOT	
1004		2" DIAMETER	PER FOOT	
1005	NWFWMD PERMIT ¹		EA	
	NWFWMD PERMIT ¹ -INCLUDES COST OF WATER WELL AND ABANDONMENT PERMITS.			
UNDERGROUND AND ABOVEGROUND STORAGE TANKS				
			<u>UNIT</u>	<u>RATE</u>
1007	MOBILIZATION		LUMP SUM	
1008	TCAR AND FORMS REMOVAL - PER UST		PER SITE	
1009		< 551-GALLON		
1010		551 - 2,000 - GALLON		
1011		2,001 - 5,000 - GALLON		
1012		5,001 - 10,000 - GALLON		
1013	BACK FILL		PER LOAD	
1014	DRY ICE		PER POUND	
CHARACTERIZATION				
			<u>UNIT</u>	<u>RATE</u>
1015	SLUDGE PROFILES		PER SAMPLE	
1016		TCLP, SINGLE METAL	PER SAMPLE	
	GROUND WATER SAMPLE			
1017	GASOLINE FACILITY		PER SAMPLE	
1018	MIXED PRODUCT FACILITY		PER SAMPLE	
1019	OTHER FACILITY		PER SAMPLE	

DISPOSAL ITEMS		UNIT	RATE
	SLUDGE		
1020	(NON-HAZARDOUS)	PER DRUM	
1021	(HAZARDOUS)	PER DRUM	
1022	RESIDUAL PRODUCT	PER GALLON	
1023	PRODUCT RECOVERY	PER EVENT	
	SOIL AND DEBRIS		
1024	(NON-HAZARDOUS)	PER TON	
1025	(HAZARDOUS)	PER TON	
1026	ASPHALT/CONCRETE	PER TON	
1027	ROLL-OFF	EACH	
MISCELLANEOUS ITEMS - COST PLUS 15 PERCENT			
1028	RENTAL EQUIPMENT		
1029	SUB-CONTRACT SERVICES		
1030	TRANSPORTATION SERVICES		
1031	DISPOSAL SERVICES		
1032	FIELD PURCHASES		

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 proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

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

Proposer: _____ FEID # _____

Address: _____ City _____, State _____ Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

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

375-040-18
PROCUREMENT
03/17

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE subcontractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
---------------------	-------------------------------	---------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

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: _____

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 Districtwide Contamination Assessment Services. It is anticipated that the term of the contract will begin on May 1, 2019 and be effective through April 30, 2022.

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

2) TIMELINE

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

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions)	February 27, 2019	10:00 AM
PROPOSALS DUE, ON OR BEFORE - (Technical and Price Proposal) 1074 Highway 90 Chipley, Florida 32428 (850) 330-1340	March 12, 2019	02:00 PM
PUBLIC OPENING (Technical Proposal) - 1074 Highway 90 Chipley, Florida 32428 (850) 330-1340	March 12, 2019	02:00 PM
PUBLIC OPENING / MEETING (Price Proposal) -	April 9, 2019	02:00 PM
SELECTION MEETING (if applicable) - 1074 Highway 90 Chipley, Florida 32428 (850) 330-1340	April 15, 2019	09:00 AM
POSTING OF INTENDED AWARD -	April 15, 2019	10:00 AM

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-18/19-3073KW

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 – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-18/19-3073KW

Starting Time: see "Timeline" in RFP solicitation

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

4) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

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

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

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

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except

in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Karen Woodham, via email: karen.woodham@dot.state.fl.us, 1074 highway 90, Chipley, Florida 32428 or Fax to: (850) 330-1494.

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 330-1340.

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

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

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

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

Proposers are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Price Proposal Sheet. After award of the contract resulting from this RFP, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

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

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

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/.

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest 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 pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

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

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

8) 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

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Karen Woodham 1074 Highway 90, Chipley, Florida 32428** within ten (10) days after the ending date of the period for posting the intended award decision.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000 minimum per person and \$ 300,000 minimum each occurrence, and property damage insurance of at least \$ 200,000 minimum each occurrence, for the services to be rendered in accordance with this contract.

(X) The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of

Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$1,000,000.00. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

This is a term contract for an indefinite quantity whereby the Vendor agrees to furnish services during a described period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Executing of this Agreement does not guarantee that the work will be authorized.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

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-responsive. 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-18/19-3073KW
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-18/19-3073KW;
(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) (3 copies) (Do not include price information in Part I)

The Proposer must submit one (1) original and (3) copies of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-18/19-3073KW"

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than ten (10) pages.

2. MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

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

b. Identification of Key Personnel

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

3. TECHNICAL PLAN

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience

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

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required.

22.3 Price Proposal (Part II) (3 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-18/19-3073KW". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

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

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

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a technical proposal only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number DOT-RFP-18/19-3073KW 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 Three Procurement Office
1074 Highway 90
Chipley, Florida 32428
(850) 330-1340**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place on or before the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

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

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) PROPOSAL OPENING

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

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

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

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

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

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

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

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

assign points based on price evaluation criteria identified herein.

30.4

1. The Department will use data from previous authorizations issued to develop a "Hypothetical Project" with quantities of specific pay items that are typical of the authorizations issued for the type of work being solicited/contracted in this RFP. This "Hypothetical Project" will be prepared prior to opening of the technical proposals and will be made available at the public opening. The unit prices submitted for the responsive proposals achieving the minimum technical score stated in section 21.1, above, will be used for the items specified in the "Hypothetical Project" to generate a Grand Total Price for each responsive proposal.

2. The criteria for price evaluation shall be based on the Grand Total Price for the "Hypothetical Project" for each responsive proposal and the following formula:

$$\frac{\text{Low Grand Total Price}}{\text{Proposer's Grand Total Price}} \times \text{Price Points} = \text{Proposer's Awarded Points}$$

Criteria for Evaluation

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

a. Technical Proposal (100 Points)

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

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

	<u>Point Value</u>
1. Executive Summary	10
2. Management Plan	30
3. Technical Plan	40
4. Work Plan	20

b. Price Proposal (100 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:

$$\frac{\text{Low Price}}{\text{Proposer's Price}} \times \text{Price Points} = \text{Proposer's Awarded Points}$$

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

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the

Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

31.2 - Inability to Post:

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

31.3 - Request to Withdraw Proposal:

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

32) AWARD OF THE CONTRACT

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

Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

33) RENEWAL

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

34) ATTACHED FORMS

Price Proposal Form
 Drug-Free Workplace Program Certification (Form 375-040-18)
 MBE Planned Utilization (Form 375-040-24)
 DBE Participation Statement
 Bid Opportunity List
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) Performance Bond Form 375-040-27

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this RFP by reference. Any terms and conditions set forth in this RFP document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

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

[http://www.dms.myflorida.com/content/download/117735/646919/Purchase Order Terms Sept 1, 2015 .pdf](http://www.dms.myflorida.com/content/download/117735/646919/Purchase%20Order%20Terms%20Sept%201,%202015.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:

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts) and/or 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 \$100.00 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.

38) BUDGETARY LIMITATION The Department has a total maximum budgetary amount of \$5,000,000.00 for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 21, RESPONSIVENESS OF PROPOSALS.

EXHIBIT "A"

SCOPE OF SERVICES

**IDENTIFY, ASSESS AND CLEAN UP/DISPOSE OF
CONTAMINATION IN DISTRICT THREE**

ENVIRONMENTAL SERVICES

EXHIBIT “A”

SCOPE OF SERVICES ENVIRONMENTAL SERVICES

A. OBJECTIVE

The Florida Department of Transportation, District Three (16 counties), desires environmental contractor/consultant services on an as-needed basis for timely response to problem situations that require assessment and/or remedial activities. Services may involve hazardous materials, hazardous waste, and/or hazardous substances on transportation projects.

Counties in FDOT District Three:

Bay	Jefferson
Calhoun	Leon
Escambia	Liberty
Franklin	Okaloosa
Gadsden	Santa Rosa
Gulf	Wakulla
Holmes	Walton
Jackson	Washington

B. GENERAL WORK DESCRIPTION

The following is a description of the work applicable to this Request for Proposal, anticipated by the Florida Department of Transportation, District Three (henceforth referred to as the DEPARTMENT):

General Provisions

<u>Work by Element</u>	<u>Estimated % of Service Performed</u>
Miscellaneous	5
Monitoring Well Installation/Direct Push Drilling	10
Site Assessment & Evaluation (Level 1)	10
Soil & Ground Water Sampling	15
Laboratory Analysis	15
Site Remediation/Waste Transportation and Disposal	25
Site Assessment/Contamination Assessment (Level 2)	<u>20</u>
TOTAL	100%

The Department reserves the right to advertise for an additional contract of this nature, utilizing the same services as outlined in this scope of services. If this right is executed, the recipients of these contracts will not qualify for award of the additional contract.

C. SERVICES REQUIRED OF THE CONTRACTOR/CONSULTANT

The contractor/consultant will provide any of the following elements (tasks) contained herein, if and when required by the Department.

1. Monitor, sample, analyze, neutralize, decontaminate or cleanup any spill, leak, release or condition upon request by the Department. These services may include accomplishing tasks on transportation projects either prior to, concurrently with, or following the construction contract. Provide for all appropriate health and safety requirements within the assigned work task areas.
2. Prepare Site Assessment Plans (SAP), conduct Site Assessments and prepare Site Assessment Reports (SAR), prepare Remedial Action Plans (RAP) and conduct Remedial Action, and upon completion of site rehabilitation prepare the Site Rehabilitation Completion Report or any other documentation necessary to support the opinion that the site cleanup activities have been achieved. Be prepared to discuss and defend each element with the Department, and any other interested party, at the direction of the Department.
3. Excavate, transport and dispose of any material (solid or liquid) waste in accordance with all local, state, and federal ordinances, rules, regulations, and laws.
4. Provide air and soil monitoring for "lead-based" paint removal by others. "Lead-based" paint monitoring shall collectively mean monitoring for lead and any other metals identified in the analysis of the paint that require appropriate health and safety measures during removal and or disposal activities. Such work includes monitoring for respirable particulate matter and Technical Special Provision (TSP) "lead-based" paint monitoring.
5. Prepare all documentation, where required, to comply with Chapter 62-770 FAC, "Petroleum Contamination Site Cleanup Criteria and with Chapter 62-773 FAC, "Reimbursement For Petroleum Contamination Site Cleanup".
6. Be available on a twenty-four (24) hour, seven (7) days a week, fifty-two (52) weeks a year basis, and provide response to any given situation with adequate equipment, competent personnel and materials within a period of time commensurate with the gravity of the situation. While the response time may imply emergency response, the real intent is to insure the contractor is available to provide services to District Three without the long delay associated with awarding contracts.
7. Have immediate access, either by ownership or subcontract, to the following equipment:
 - a. Well drilling trucks with monitoring well construction equipment, hand decontamination equipment, appropriate safety and hazardous materials contamination equipment, and heavy equipment as needed.
 - b. Sampling equipment to include, but not limited to: pH meter, temperature meter, conductivity meter, Organic Vapor Analyzer, explosimeter, bailers, pumps, hoses,

tubing, product lens measurement devices, sample containers, preservatives, and coolers.

- c. Laboratory equipment to include, but not limited to: gas chromatography, mass spectrometer, atomic absorption and emission instruments, standard and high pressure liquid chromatograph, total organic carbon analytical and extraction procedures spectrophotometers and bio-analytical equipment.
8. Use personnel trained and experienced in the following fields and sciences: geology, chemistry; biology, toxicology, microbiology, engineering, drafting, heavy equipment operation, certified work zone safety supervision and set up, highway construction work, and hazardous materials safety. Experience in the field of hazardous waste sampling, analysis, transportation and disposal, hazardous waste and oil spill remediation, site restoration, environmental audits, contamination assessments, soil and groundwater remediation, and underground storage tank services is required.
9. Conduct all sampling and analytical laboratory services in accordance with the contractor's FDEP approved Comprehensive Quality Assurance Plan (CompQAP). The Department shall be provided with a copy of the QA/QC Plan.
10. Obtain all necessary local, state, and federal permits and licenses to perform the above-mentioned services, including permits for transportation and disposal of hazardous materials and/or wastes. All permits and licenses, as required for this contract, will be maintained for the duration of the contract.
11. Utilize and arrange for the services of a sub-contractor if necessary services cannot be provided by the prime contractor. The sub-contractor shall have all appropriate permits, insurance, and liability for the services provided. However, the Department will not be a third party to the sub-contractor's contract with the prime contractor. Therefore, the prime contractor will be solely responsible for payments to the sub-contractor and to make sure the sub-contractor meets all requirements as specified above. The sub-contractor shall be approved by the FDOT before use. Proof of licenses and insurance must be furnished before approval can be issued.
12. The Contractor/Consultant shall preserve from damage all property associated with, or in the vicinity of or in any way affected by his performance under this contract. Any damage occurring to such properties as the result of the Contractor/Consultant's performance shall be immediately repaired at the Contractor/Consultant's expense. The cost of any repairs performed by the Department shall be deducted from the payment of the assignment to which the problem occurred.
13. Provide the Department with records and reports, covering each assignment, which conform to the Department's and Florida Department of Environmental Protection (or FDEP's representative agency) needs. Monthly status reports must include cost-to-date breakdown and be tied to billings. Such records and reports, other than the monthly status report, shall be furnished at a frequency and be of the type and form as approved by the Department.

14. Have the capability to submit reports, site drawings, maps, and other information electronically in a form compatible with the Department's computer capabilities. Provide personnel proficient in the use of computers and scanner operation to input all project documents into an EDMS (Electronic Document Management System). This will require familiarity with the documents and guidelines posted on the Department's website for EDMS. Duties will include scanning, attributing, and retrieving documents that are to be archived electronically.
15. When the contamination remediation contractor is tasked with a project that requires work that involves or included actual construction work (i.e. storm drain pipe work, grade or excavation work, maintenance of traffic, etc.) that is identified in an on-going construction contract, the remediation contractor will be required to adhere to all applicable construction contract documents including but not limited to *Plans, Roadway & Traffic Design Standards, Standard Specifications for Road and Bridge Construction, and Technical Specifications*, etc.
16. Contractor should have the capability to review contract plans and other related documents to identify any impacts to construction on projects and have an understanding of the procedures set forth in Chapter 22 of the *Project Development and Environmental Manual*.

D. BEGINNING AND LENGTH OF SERVICES

For each project (task) assigned under this agreement, services to be provided by the Contractor/Consultant will be initiated and completed as directed by the Department.

The District's Project Manager shall furnish the Contractor/Consultant a Task Work Order specifying the work (task) to be done and the fees to be paid for each project assigned under this agreement. No work shall commence by the contractor until receipt of the Task Work Order.

E. PROJECT CLOSEOUT

1. **Certificate of Completion:** Subsequent to the completion of the services and a final audit, if performed, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the contractor, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the contractor shall submit a final invoice for any amount due.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: RFP-DOT-18/19-3073KW
DMS Catalog Class No.: 76121900

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

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the

Director of Transportation Development

2. TERM

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

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

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

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

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

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$1,000,000.00 per person and \$3,000,000.00 each occurrence, and property damage insurance of at least \$1,000,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$1,000,000.00.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation

District 3 - Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428

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

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

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

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

The following provision is not applicable to this Agreement:

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

BY: _____
Authorized Signature
Jared Perdue, P.E.

(Print/Type)

Title: _____

Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Contractual Services Administrator

EXHIBIT "B"

METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Task Work Order (TWO)" will be issued for each project scheduled.

3.0 COMPENSATION:

The total of all TWO's shall not exceed a Budgetary Ceiling of \$ 5,000,000.00.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

The Vendor shall not provide services that exceed the Fiscal Year amount(s) without an approved Amendment from the Department.

4.0 ESTABLISHMENT OF TASK WORK ORDER AMOUNT:

For each "Task Work Order" (TWO) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C", and allowable expenses. **Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Task Work Order" shall be issued by the Project Manager.** All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each "Task Work Order", the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made at the contract hourly billing rates in

Exhibit "C", for services provided, as approved by the Department. The contract hourly billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. **The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts).**

Invoices shall be submitted to: Florida Department of Transportation
Alan Hagans
1074 Highway 90
Chipley, Florida 32428

The Vendor has certified that ____% MBE/DBE 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.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

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