

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**CONNECTED VEHICLE SIGNAL PHASE AND TIMING
DEPLOYMENT PROJECT - PINELLAS**

DOT-RFP-19-9062-CA

CONTACT FOR QUESTIONS:

Cassandra Anderson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
cassandra.anderson@dot.state.fl.us
Phone: (850) 414-4479

State of Florida
Department of Transportation
Central Procurement Office
605 Suwannee Street, MS20
Tallahassee, Florida 32399-0450

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL TO CASSANDRA.ANDERSON@DOT.STATE.FL.US

RFP Number: DOT-RFP-19-9062-CA

Title: Connected Vehicle Signal Phase and Timing Deployment Project – Pinellas

Proposal Due Date & Time (On or Before): March 26, 2019 @ 3:00 PM Local Time

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and submit to the Florida Department of Transportation Procurement Office by e-mail to Cassandra Anderson at cassandra.anderson@dot.state.fl.us.

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

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: For further information on this process, e-mail or telephone:

Cassandra Anderson, Procurement Agent

cassandra.anderson@dot.state.fl.us

(850) 414-4479

PRICE PROPOSAL FORM

RFP Number: DOT-RFP-19-9062-CA

BID TITLE: Connected Vehicle Signal Phase and Timing Deployment Project - Pinellas

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

DESCRIPTION	UNIT	PRICE
Road Side Equipment (RSE) Systems with Signal Phase and Timing (SPaT) encoder/processing unit	40 Assembly	\$ _____
Attachment Cable for Remote Road Side Unit (RSU) Antennas*	3,500 Linear Feet	\$ _____
RSU Power and Communications Cable per Vendor Specifications*	14,000 Linear Feet	\$ _____
On Board Units (OBUs) including all necessary hardware (cabling, mounting brackets, Global Positioning System (GPS) antenna, Dedicated Short Range Communications (DSRC) antenna, Driver Display Unit, communications and power connectors, etc.	6 Each	\$ _____
RSU Cable Connectors, including*: <ul style="list-style-type: none"> • Communication (data) Cable • Antenna • Power 	100 Each	\$ _____
Any specialized tool(s) required to install the RSU Cable Connectors	1 Each	\$ _____
DSRC Multi-Channel Test Tool (MCTT) with Diagnostic Software and Five-Year License Renewal Fee	2 Each	\$ _____
SPaT/MAP Data for 23 project signal locations and 2 signals at Traffic Engineering and Research Laboratory (TERL)	25 Each	\$ _____
Telephone Support	25 Hours	\$ _____
Training Support	40 Hours	\$ _____
Oversight and Configuration Support	160 Hours	\$ _____
GRAND TOTAL (For all sites)		

<u>OPTIONAL</u>		
<u>Single Unit Pricing</u>	<u>UNIT</u>	<u>PRICE</u>
Roadside Unit (RSU), F&I	1 Assembly	\$ _____
On-board Unit (OBU), F&I	1 Assembly	\$ _____
Training and Support	2 Hours	\$ _____
Value Added Solutions	Lump Sum	\$ _____

* Please provide the pricing but this may not be required on the project in which case this should not be invoiced.

RENEWAL: see Special Condition 33).

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
06/12

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
12/09

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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. For consulting companies this list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants 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: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

1. Federal Tax ID Number: _____	6. <input type="checkbox"/> DBE	7. Annual Gross Receipts
2. Firm Name: _____	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than \$1 million
3. Phone: _____		<input type="checkbox"/> Between \$1 - \$5 million
4. Address: _____		<input type="checkbox"/> Between \$5 - \$10 million
_____		<input type="checkbox"/> Between \$10 - \$15 million
_____		<input type="checkbox"/> More than \$15 million
5. Year Firm Established: _____		

**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)**

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

Florida Statutes
287.135

375-030-60
PROCUREMENT
OGC – 07/18

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 (FDOT), hereinafter referred to as the "Department", requests written proposals from qualified Proposers to furnish equipment for the Signal Phase and Timing (SPaT) project along US 19 corridor in Pinellas County. The project starts from the intersection between US 19 and Beckett Way and ends at the intersection between US 19 and Ulmerton Road (SR 688) (see Exhibit A). It is anticipated that the term of the contract will begin upon execution of contract and be effective for a period of 12 months.

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>
MANDATORY PRE-PROPOSAL CONFERENCE Attn: Cassandra Anderson, Procurement Agent Florida Department of Transportation 605 Suwannee Street, RM 336 Tallahassee, Florida 32309	03/07/19	11:30 AM - 1:30 PM
All Vendors must sign in before the start time of the conference. No proposals will be accepted from any vendor(s) that shows up late for the Mandatory Pre-Proposal Conference/Site Visit.		
DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions)	03/14/19	05:00 PM
PROPOSALS DUE, ON OR BEFORE - (Technical and Price Proposal) Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414-4479	03/26/19	03:00 PM
PUBLIC OPENING (Technical Proposal) - Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414-4479	03/26/19	03:00 PM
PUBLIC MEETING TO SHORTLIST Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20	04/11/19	10:00 AM

POSTING OF SHORTLIST ON VBS

04/11/19

05:00 PM

TERL TEST CASE

TBD

(not open to the public)

FDOT Traffic Engineering Research Laboratory
2612 Springhill Road
Tallahassee, FL 32305
Phone: (850) 414-4479

ORAL PRESENTATIONS

TBD

(not open to the public)

Florida Department of Transportation (Burns Building)
605 Suwannee Street
Tallahassee, Florida 32399-0450

PUBLIC OPENING / MEETING (Price Proposal) -

TBD

10:00 AM

Florida Department of Transportation Central Procurement Office
Attn: Cassandra Anderson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414-4479

POSTING OF INTENDED AWARD -

TBD

05:00 PM

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Mandatory Pre-Proposal Conference

Agenda for Public Opening of Technical Proposals for DOT/RFP-19-9062-CA:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the project manager will begin an overview of the scope of services
- Questions and Answers
- Adjourn meeting.

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for DOT/RFP-19-9062-CA:

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 – Meeting to Announce Shortlist Proposers

Agenda for Price Proposal Opening and Intended Award meeting for DOT/RFP-19-9062-CA:

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 proposal evaluation scores will be summarized.
- Summarize Proposal Total Scores
- Announce the firms that did not achieve the minimum proposal score
- Announce Shortlisted Proposers
- Announce time and date the decision will be posted on the Vendor Bid System (VBS)

- Adjourn

Agenda – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for DOT/RFP-19-9062-CA:

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://fivendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department’s written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on “BUSINESS”, click on “Doing

Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, click on “Search Advertisements”), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:
FDOT Procurement Office
Attn: Cassandra Anderson
605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450
or cassandra.anderson@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4479

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

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

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

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

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

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation).

The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening 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 in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) **MANDATORY PRE-PROPOSAL CONFERENCE**

A MANDATORY pre-proposal conference will be held at the date, time and location in the Timeline. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential proposers regarding the scope of services, RFP requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting Addenda to the RFP will be the sole prerogative of the Department.

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

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

9.5 Technical Requirements

The technical requirements are listed in Exhibit A, Attachments A and B.

9.6 Preferred Qualification

1. Experience providing equipment for and working on similar vehicle to infrastructure (V2I) tests or projects.
2. Experience working with United States Department of Transportation's (USDOT's) affiliated Connected Vehicle Test Beds and Pilots.
3. Staff availability and resumes showing experience in similar V2I installation projects.
4. Experience working with Basic Safety Message standards by Society of Automotive Engineers (SAE) J2735_201603 and SAE J2945/1 latest version.
5. Experience working with Institute of Electrical and Electronics Engineers (IEEE) 1609 standards.
6. Equipment is an approved Federal Dedicated Short-Range Communications (DSRC) broadcasting equipment and are tested and approved USDOT projects per Roadside Units (RSU) specifications described in this document.
7. Ability to provide Roadside Equipment (RSE) system and other materials as shown in the PRICE PROPOSAL FORM within thirty (30) days of the Notice to Proceed (NTP).
8. Produce Federal Communications Commission (FCC) certification information for RSUs in the RFP package.
9. Ability to perform training and oversight for the installers and other staff with qualified staff.

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, Cassandra Anderson, 605 Suwannee Street, MS 20, Tallahassee, Florida 32399-0450** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ (200,000 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.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The

certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

For the satisfactory performance of these services detailed in Exhibit "A", the Vendor shall be paid as described in the attached Exhibit "B", Method of Compensation.

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 DOT-RFP-19-9062-CA
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER DOT-RFP-19-9062-CA
(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) (ONE (1) ORIGINAL COPY AND ONE (1) CD-ROM) / OR THUMB DRIVE (Do not include price information in Part I)

The Proposer must submit one (1) original and one (1) CD-ROM /or Thumb Drive of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER DOT-RFP-19-9062-CA".

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. PROPOSER'S 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. PROPOSER'S 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) (4 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER DOT-RFP-19-9062-CA". 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-19-9062-CA - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Central Procurement Office
Attn: Cassandra Anderson, Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414-4479**

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 Traffic Engineering and Research Laboratory (TERL) Test Case

Demonstration testing will be conducted at the TERL utilizing the two signalized intersections located on north and south end of the facility. Demonstration testing at the TERL must be conducted by all proposers in presence of the Department and its partner staffs. Demonstration testing is not open to the public. All questions related to the TERL Test Case must be submitted in writing to Cassandra Anderson at cassandra.anderson@dot.state.fl.us, prior to testing as reflected on the Timeline.

For demonstration testing at the TERL, Vendors shall bring three (3) RSUs, one (1) OBU, and one (1) multi-channel test tool (MCTT). Vendors will be provided with two Pinellas County matching controllers (Econolite ASC/3-2070) to be used for the TERL demonstration testing.

RSUs can be tested with remote antennas mounted at the center of the mast arm or on span wire with the base mounted on the upright at least 10' above ground (also called as "remote" configuration). Alternatively, RSUs can be tested with the RSU base and antenna attached together mounted on the center of the mast arm/span wire. One intersection at TERL will be tested with two RSUs with one in remote configuration (RSU antennas separated from the base by at least 40 ft).

The Vendor shall set up and perform demonstration testing on their system using the OBU and MCTT in the presence of the Department and its partner staff and present their findings. The Vendor shall make their qualified and experienced staff available during testing and provide hands on demonstration to the TERL staff regarding configuration, installation, and integration test of the system. Though there is not a separate test-plan, the goal of the TERL demonstration is to ensure the following:

- SPaT, MAP, and Traffic Information Message (TIM) data are disseminated and complied with SAE J2735_201603
- SPaT message status matches the signal head status
- Basic Safety Messages (BSMs) comply with SAE J2735_201603 using OBUs and MCTT

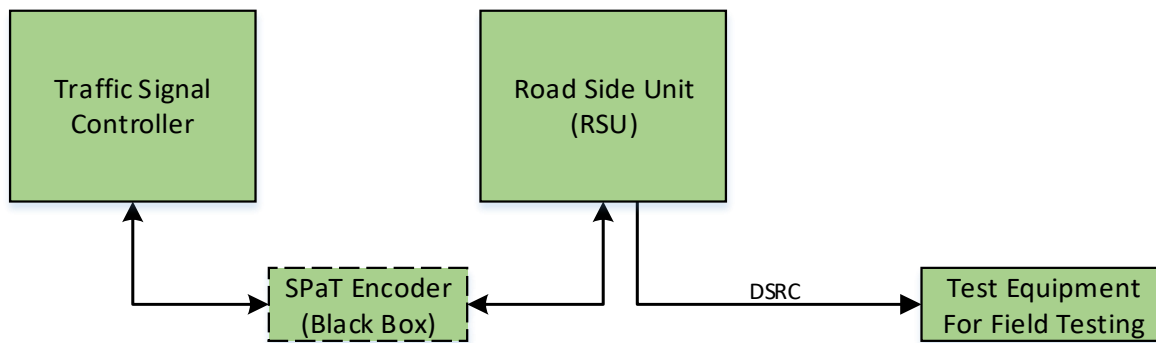
Two (2) days will be provided to each Vendor for TERL demonstration testing as follows:

Day 1 – Setup

Day 2 AM – Testing/Take Down

Day 2 PM – Presentation

SPaT and MAP Data Broadcasting Scheme



Legend:

- Required System (Existing and Proposed)
- Optional Proposed System

For TERL demonstration testing, the Vendor shall bring the following:

1. Same equipment noted in the technical proposal.
2. All necessary tools and equipment for device mounting and hook-ups (to include but not limited to bucket truck, portable lift, tripod, etc).
3. SPaT/MAP data and native files for the TERL North and South signalized intersection locations.

The TERL Test Case will be scored as pass/fail (i.e. the Vendor that passes will receive 50 points and the Vendor that fails will receive a score zero “0”). Passing is decided based on successful demonstration of SPaT, MAP, and TIM data display on OBUs using RSU communications. Passing TERL test is a pre-requisite for opening financial bid.

30.3 Oral Presentations

Oral Presentations will be given by the Proposers that receive seventy (70) points or higher on their technical proposals.

The Department will hold a public meeting to summarize the technical evaluations and identify the Proposers that attained an average score of seventy (70) points or higher on their Technical Proposal and are thus considered responsive. The responsive Proposers will continue in this procurement process and be participating in Oral Presentations on the same day afternoon of TERL test.

The following time shall govern and provided for the Oral Presentation:

- | | | | |
|----|--------------------------------|----|---------|
| a. | Presentation | 45 | minutes |
| b. | Specific Questions on proposal | 45 | minutes |

The committee member(s) will independently evaluate the oral presentations on the criteria established in the section below to assure that they are uniformly rated. Oral Presentations are not open to the public.

30.4 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.

30.5 Criteria for Evaluation

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

a. Technical Proposal (100 Points)

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

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

	<u>Point Value</u>	
1. Executive Summary	15	
2. Management Plan	20	
3. Technical Plan	35	
4. Work Plan (Training & Support)	30	

b. TERL Test Case (50 Points)

The responsive proposer(s) that passes the Test Case will receive a score of 50 points. If the proposer(s) fails, a score of 0 points will be given for the Test Case. Passing TERL test is a pre-requisite for opening price proposal.

c. Oral Presentations (50 Points)

The Oral Presentation shall include sufficient information to enable the Department to evaluate the technical capability of the firms to provide the desired services and any Value-Added Solutions that may be added in future.

Proposed outline for the presentation are listed below:

1. Project approach for furnishing, installing, integrating, testing and training
2. Project team and work plan
3. Technical and functional requirement description, including equipment certification
4. Training approach and resources for technical support
5. Prior experience with deploying similar technologies
6. Value added services

d. Price Proposal (50 Points)

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

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

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

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:

a) A Purchase Order issued by the Department, or a 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)
Bid Opportunity List
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

35) **TERMS AND CONDITIONS**

35.1 General Contract Conditions (PUR 1000)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

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

35.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

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

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

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

36) ORDER OF PRECEDENCE

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

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) SITE VISIT

Each proposer must fully acquaint themselves with the conditions which may in any manner affect the work to be done or the equipment, materials and labor required to perform the services required under the conditions of this solicitation. This may require an on-site visit. Ignorance of the conditions or requirements will not relieve the Vendor from their liability and obligation under the contract. Proposers may request and make arrangements for a site visit by contacting Raj Ponnaluri at (850) 410-5616.

This is a fast-track deployment project and the Vendor is required to make staff available to perform device testing at the TERL and assist with the deployment and configuration of the TERL equipment as needed. The normal hours of operation for TERL are weekdays between 8:00 am and 5:00 pm.

39) BUDGETARY LIMITATION

The Department has a total maximum budgetary amount of \$450,000.00 or 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

I. OBJECTIVE

The Florida Department of Transportation (FDOT) (hereinafter referred to as Department) intends to deploy Connected Vehicle Traffic Signal System to broadcast Signal Phase and Timing (SPaT) and MAP data at twenty-three (23) signalized intersections along US 19 from Beckett Way (north end) to Ulmerton Road (SR 688) (south end) and at the two (2) intersections in the Traffic Engineering Research Laboratory (TERL) campus in Tallahassee, Florida. The project purpose is to solicit contractor for Roadside Units (RSUs) and On-board Units (OBUs) Vendor (hereinafter referred to as Vendor) to furnish devices and services as listed in the Price Proposal.

II. SERVICES TO BE PROVIDED

A. Furnish RSE System

The Vendor shall furnish Dedicated Short-Range Communications (DSRC) Roadside Units (RSUs) and other ancillary equipment (hereinafter referred to as Roadside Equipment (RSE) system, as defined below) for installation at twenty-three (23) signalized intersections along US 19 from Beckett Way to Ulmerton Road (SR 688) and at two (2) intersections at the TERL campus. The Vendor shall ensure that the RSE system works with Econolite ASC/3-2070 controllers to broadcast SPaT and MAP data using the 5.9 GHz DSRC. The Vendor shall use identical and completely interchangeable units at each field location. The Vendor shall provide a test plan to the Department to ensure each unit is operational prior to the delivery of the RSE system.

The RSE system includes antennas, mounting accessories, power and communication connectors, repeater antennas, and Software Development Kit (SDK) for a fully functional unit. The RSE system will also include the SPaT encoder/processing unit, communications and all necessary power cables (including Power over Ethernet (PoE)), cables for remote antennas, any inside cabinet equipment, surge protection for the RSU connection (if needed) and all necessary materials required to make installation fully functional and operational.

B. Develop and Use MAP Data

The Vendor shall develop and provide SPaT MAP data for all twenty-three (23) project traffic signal locations within thirty (30) working days upon Notice to Proceed (NTP). The Vendor is responsible for using MAP data at all 23 signalized locations during testing, installation, and integration.

The Vendor may use USDOT Intersection SPaT/MAP Message Creator Tool or any other tools and/or processes to develop the MAP data. If the Vendor uses any other tools and/or processes, the Vendor is responsible for ensuring compliance with the Society of Automotive Engineers (SAE) J2735_201603 standards and providing all native files and the process documentation for future use by the Department or its partners.

C. OBU Furnish and Install

The Vendor shall furnish and install a total of six (6) OBUs which include four (4) OBUs in FDOT District 7 vehicles and two (2) OBUs in Pinellas County vehicles.

The Vendor shall integrate, test, and configure OBUs with the RSUs. The Vendor shall also train Department and Pinellas County staff on OBU installation and testing process and provide test plan to ensure that each unit is tested operational before and after deployment.

D. Field Installation Support

The Vendor shall provide, upon request, the telephone or on-site installation oversight using a qualified staff to ensure that the RSE system is installed per manufacturer's recommendation. The Vendor shall also provide field integration and test support as requested. The hours requested for telephone and field support are listed in the PRICE PROPOSAL FORM. If on-site support is requested, the Vendor will be provided with a 48-hour advance notification.

E. Staff Training

The Vendor shall provide classroom training(s) and related materials (handouts, PowerPoint slide deck, booklets, etc.) on RSU and OBU installation, configuration, integration, commissioning of the RSU and OBU equipment assemblies, MAP development/modifications, and other related components as specified in this scope. At least 40-hour classroom training session on the equipment shall be provided to the Department and County to, at a minimum of, twenty (20) individuals at two locations each. All handouts, slide decks and training booklets/material shall be provided by the Vendor. The Department will provide the training facility. The Vendor shall include all costs related to the training and support in the Price Proposal Form. The Vendor shall provide a Certificate of Completion to all individuals who successfully completed this training.

III. PROJECT SCHEDULE

Below is the timeline for the vendor to follow:

- The Vendor shall furnish RSE system and other devices and deliver **SPaT MAP data** native files within thirty (30) days of Notice to Proceed (NTP).
- Complete **requirements traceability verification matrix (RTVM)** and all other documentations necessary, including minimum equipment technical requirements, how each requirement was verified, and the results of the verification within 135 days of NTP.
- Deliver **SDK** within 135 days of NTP.
- Deliver **training, training materials, installation manuals, configuration manuals, as-built configuration documentation, troubleshooting guides, customer service plan, and warranty documentation** within 150 days of NTP.

Any extension to the schedule shall be requested much in advance using a written approval from the Department.

IV. PROJECT LOCATION

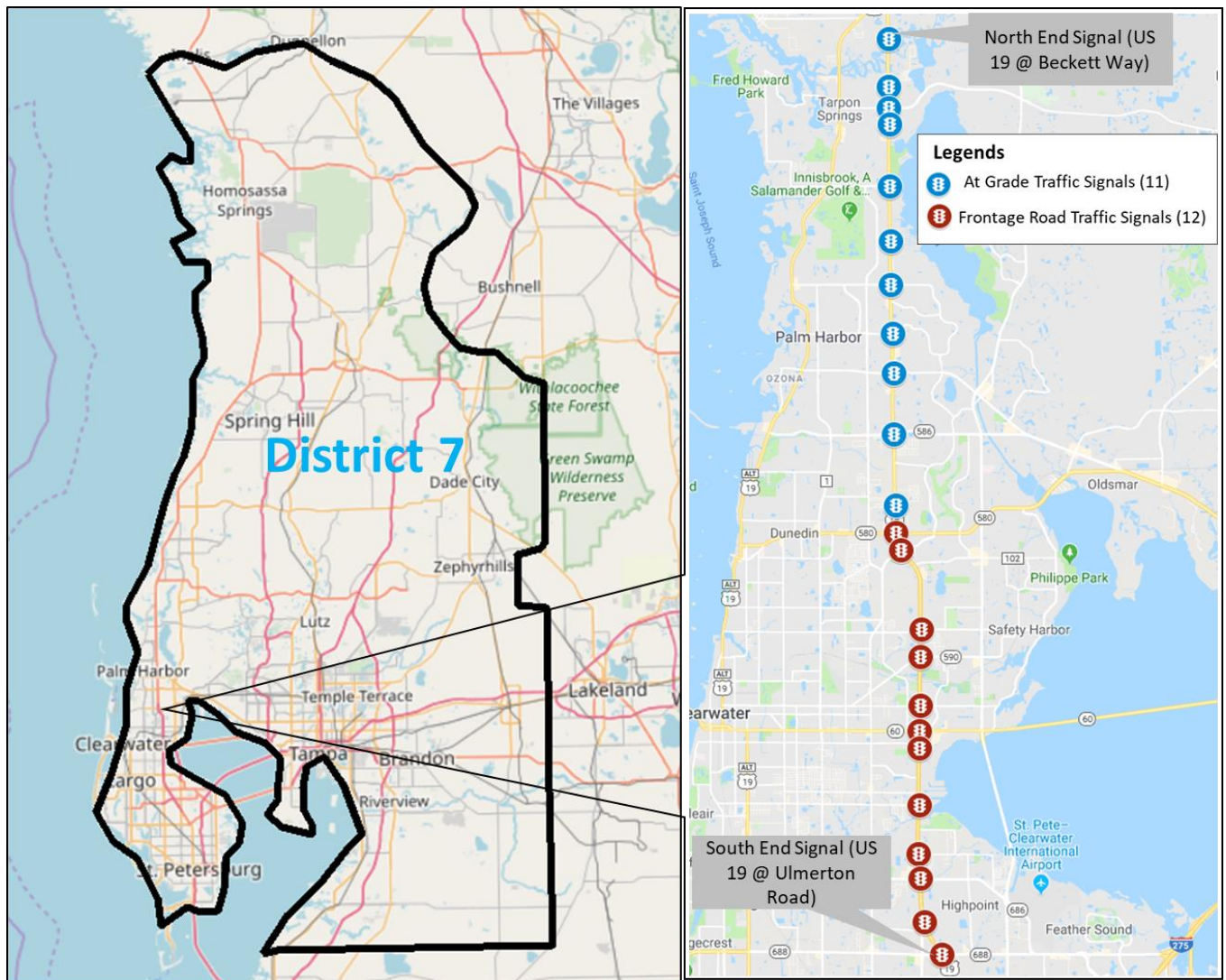
The project is located along US 19 from Beckett Way to Ulmerton Road (SR 688) in Pinellas County, Florida. There are twenty-three (23) signalized intersections along this corridor of which eleven (11) of them are at-grade (main and crossing roads are at ground level) signals and twelve (12) are frontage road (main road is elevated) signals.

Project Area

The eleven (11) at-grade signals with US 19 are: (1) Beckett Way, (2) Spruce Street, (3) Tarpon Avenue, (4) Martin Luther King Junior Drive, (5) Klosterman Road, (6) Innisbrook Drive, (7) Alderman Road, (8) Nebraska Avenue, (9) Tampa Road, (10) Curlew Road, and (11) Republic Drive.

The twelve (12) frontage road signals are: (1) Main Street (SR 580), (2) Countryside Boulevard, (3) Sunset Point Road, (4) Coachman Road (SR 590), (5) Drew Street, (6) Gulf to Bay Boulevard (SR 60), (7) Mall Perimeter Drive, (8) Belleair Road, (9) Whitney Road, (10) Roosevelt Boulevard (SR 686), (11) SR 693 and (12) Ulmerton Road (SR 688).

The project corridor in District 7 and signal locations are shown in the figure below:



In addition, there are two (2) other signals located at the TERL campus that will be used during TERL testing.

V. SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

As part of this project, the Department will apply for the Federal Communications Commission (FCC) DSRC site licensing, construction inspection services, coordination with local agencies, and perform project management.

VI. SUBMITTALS/DELIVERABLES

The following deliverables are associated with this project and must be submitted to the Traffic Engineering and Operations Office at raj.ponnaluri@dot.state.fl.us:

1. Provide SPaT/MAP data native files.
2. Provide documents related to device/system integration and test necessary for operations and maintenance of the system to fulfill all functional requirements and turn on the system.
3. Provide requirements traceability verification matrix (RTVM) and all other documentation necessary, including minimum equipment technical requirements, test plans, process used for RTVM and results.
4. Provide the SDK including software used for MAP development, if USDOT tool not used.
5. Provide training, training materials, installation manuals, configuration manuals, as-built configuration documentation, troubleshooting guides, customer service plan, and warranty documentation.
6. Warranty documentations, clearly mentioning registration dates and validity period, and contact information for technical support.

The deliverables shall be submitted by the Vendor as listed in Exhibit A and B are briefly defined below:

- **Training Materials:** Vendor shall provide training as described in section II (Services to be Provided) of Exhibit A that the county engineers and technicians can use for installation, configuration, and maintenance of OBUs and RSUs.
- **Installation Manual:** The Vendor shall provide installation guidelines and informative manuals which the county officials can utilize to install the system.
- **Configuration Manual:** The Vendor shall provide configuration procedures and requirements for OBUs and RSUs.
- **As-built Configuration Documentation:** The Vendor shall provide a template for full documentation of the configuration of the OBUs and RSUs to be used by the Pinellas County.
- **Troubleshooting Guides:** The Vendor shall also provide troubleshooting guide to diagnose problems and maintain the OBUs and RSUs.
- **Customer Service Plan:** The Vendor shall develop plan on how they will respond to the needs of the department in situations when the department will need technical support, installation support and configuration support. The vendor shall also provide the department training plan beforehand of planned training time.
- **Warranty Documentation:** The Vendor shall provide warranty coverage and duration along with warranty return service plan for OBUs and RSUs.
- **Manual Formatting and Media:** The Vendor needs to submit the electronic version (pdf) and a paper version with binding and indexing.

VII. REPORTING

The Vendor shall meet with the Department's Project Manager, as requested, to provide updates on the equipment furnish status and training and participate in discussions on installation and/or any potential issues that may affect the deployment schedule.

There are no reporting requirements in this project. However, the Vendor shall provide all active warranty documentations to the Department. The Vendor shall also provide a proof of insurance per Department's guidelines. All documentation shall be provided to the Department Project Manager in electronic format.

VIII. WORK AUTHORIZATION

The work will be authorized in the form of a letter of authorization issued to the Vendor. The Vendor shall coordinate with the Department's Project Manager on equipment furnishing schedule.

IX. ATTACHMENTS

Attachment A – 5.9 GHz DSRC Device Technical Specifications

Attachment B – Minimum Technical Requirements

X. VALUE ADDED SOLUTIONS (OPTIONAL)

The Vendor shall submit a description of value added solutions that can be supported by the existing and proposed systems shown in the PRICE PROPOSAL FORM. The Vendor should utilize the opportunity of the question and answer session organized at the Pinellas County to identify needs, opportunities, and potential system gaps for their proposed solution(s). The proposed value-added solutions may include, but not limited to, the following approved CV applications:

- Motorist to Cyclist communications
- Motorist to Pedestrian communications
- Emergency Vehicle Preemption
- Advanced Emergency Vehicle Detection and route guidance
- Intelligent School Zone beacons
- Bus/transit priority

- Virtual/advance traffic and queue detection (to improve signal timing)
- Curve warning/reduce speed
- Wrong-way detection

These value-added solutions may also include software applications (hereinafter referred to as System) for connected smart devices such as smartphones, tablets, in-dash connected consoles, internet connected plugged in devices, and OBUs, or web-based applications to work through Pinellas County Traffic Management Center (Primary Control Center) and/or Vendor-paid cloud system (via cellular communications) or through direct communications with RSUs (using DSRC). The Department is interested in the following being proposed with this System:

- If the Vendor proposes a cloud-based system, all traffic data should be made available for any third-party use upon subscription without cost to either the third-party or the Department. The Vendor shall provide an ability for Department or its partners to approve or reject requests to those third-party requests.
- Support System operation with the cellular-based software or web-based user access with no software or IT infrastructure for the Department to install or maintain. A browser based client user interface is requested at this time, with no software to be installed on client computers except for a standard browser.
- System-provided Basic Safety Messages (BSMs) and use the SPaT, MAP, and Traffic Information Message (TIM) data in real-time.
- Easy editing and validating of SPaT/MAP or TIM information through a System utility.
- System should use GPS locator service.
- Two-way communications for pedestrian/bicyclist safety alerts from both general traffic and transit.
- Passive pedestrian detection for efficient pedestrian signal phase operation and improving signal operation efficiency.
- Support for real-time fault detection and alerts of the faulty traffic signal equipment or detectors, including faults, alerts, events, and alarms.
- Provide real-time alerts via Standard Messaging System (SMS) and/or email to the appropriate response personnel immediately upon first occurrence of the fault to assure the higher system uptime.

The Vendor shall propose these additional Systems (hardware/software) or system elements that add value to this project at a future date, but independent of this project.

ATTACHMENT "A"

5.9 GHz DSRC Device Technical Specifications

1. Description

Radio Frequency (RF) devices capable of Dedicated Short-Range Communications (DSRC), Roadside Unit (RSU) and On-board Unit (OBU) are short range communications devices that provide information and support Public Safety operations in Vehicle to Infrastructure (V2I) and Vehicle to Vehicle (V2V) communication environments. DSRC devices are commercial grade RF devices that transmit and receive DSRC Messages defined in the Society of Automotive Engineers (SAE) Standards J2735_201603 and J2945_201712 suite within the 5.9 Gigahertz (GHz) band approved by the Federal Communications Commission (FCC) for Intelligent Transportation System applications and are certified compliant with the FCC Code of Federal Regulations (CFR) in Title 47, Parts 2, 90 and 95L. Furthermore, DSRC devices use Institute of Electrical and Electronics Engineers (IEEE) 1609 standards suite to transmit and receive SAE messages.

2. RSU

- RSUs shall comply with USDOT RSU Specification 4.1, or 4.0 and be firmware upgradable to 4.1 within sixty (60) days of the delivery at no cost to the Department.
- RSUs shall comply with the USDOT Proof-of-Concept Security Credential Management System (SCMS) with a firmware update when the SCMS is available.
- RSU shall broadcast WAVE Service Announcement (WSA) to advertise the SCMS services including IP address.
- The Vendor shall supply an RSU Software Development Kit (SDK) including MAP data.

3. OBU

- OBUs shall broadcast Basic Safety Messages as defined in SAE J2945/1.
- OBUs shall support DSRC applications based on SAE J2735_201603 defined messages including at a minimum, Signal Phase and Timing (SPaT), MAP, and Traveler Information Messages (TIMs).
- OBUs shall be compliant with the following IEEE standards:
 - 1609.0-2016 or later
 - 1609.2-2016 or later
 - 1609.3-2016 or later
 - 1609.4-2016 or later
 - 1609.12-2016 or later
- OBUs shall comply with the USDOT Proof-of-Concept SCMS with a firmware update when the SCMS is available.
- OBUs shall receive and process WSAs
- OBUs shall be compatible with RSUs described in Section 2.
- The Vendor shall supply an OBU SDK.

4. Antenna

To satisfy RF exposure, only those antenna(s) tested with the device (or similar antenna(s) with equal or lesser gain) to obtain the FCC Grant of Equipment Authorization may be used with the transmitter and must not be co-located or operating with any other antenna or transmitter, except in accordance with the FCC multi-transmitter policy. End-users and installers must be provided with the antenna installation instructions and transmitter operating conditions for satisfying Radio Frequency (RF) exposure compliance.

ATTACHMENT "B"

Minimum Technical Requirements

The Vendor shall identify and describe in detail the products and services being offered. As a minimum, this shall include:

- Technical support (phone, on-site, firmware upgrades). Describe the support being offered.
- MAP data requirements for the Roadside Unit (RSU) message broadcasting that is consistent with the Society of Automotive Engineers (SAE) J2735_201603 requirements (http://standards.sae.org/j2735_201603/). Describe the formats that are unique to the Vendor for the MAP data development.
- RSUs and On-board Units (OBUs) shall comply with the Federal Communications Commission (FCC) and other technical requirements listed in Exhibit A, Attachment A.
- Proposal shall include the FCC's Grant of Equipment Authorization showing both RSUs and OBUs are FCC 47 CFR Parts 90 and 95L approved along with the following information:
 - Manufacturer and model of the RSU
 - Manufacturer and model of the Antenna
 - Antenna gain in dBi
 - Antenna Beamwidth in degrees
 - Center Line of the antenna Above Ground Level (AGL) in meters
 - RSU Equipment Class
 - A = 0 dBm Max. Output Power (15-meter communication zone)
 - B = 10 dBm Max. Output Power (100-meter communication zone)
 - C = 20 dBm Max. Output Power (400-meter communication zone)
 - D = 28.8 dBm Max. Output Power (1000-meter communication zone)
- Operating channel numbers (list all that apply)
 - 172 – 5855-5865MHz (Max EIRP = 33 dBm) (Public Safety)
 - 174 – 5865-5875MHz (Max EIRP = 33 dBm)
 - 175 – 5865-5885MHz (Max EIRP = 23 dBm)
 - 176 – 5875-5885MHz (Max EIRP = 33 dBm)
 - 180 – 5895-5905MHz (Max EIRP = 23 dBm)
 - 181 – 5895-5915MHz (Max EIRP = 23 dBm)
 - 182 – 5905-5915MHz (Max EIRP = 23 dBm)
 - 184 – 5915-5925MHz (Max EIRP = 33/40 dBm) (Government entities)
- Effective Isotropic Radiated Power (EIRP) in dBm
- Global Positioning System (GPS) coordinates of each transmitter location
- Center line of antenna above ground level in meters (for example, height to the tip of the antenna – 1/2 of the length of the antenna)
- Describe the SPaT data format requirements and process used for RSU broadcasting as well as interfacing with the traffic signal controller.
- Technical specification sheet(s) of the RSU, OBU, and Multi-Channel Test Tool (MCTT) and applicable documentations.
- Ancillary but related products or services that the Vendor would like the Department to consider may be included in this section, along with a discussion of its purpose, technical specifications and applicability to this proposal.
- A brief description of each Dedicated Short-Range Communications (DSRC) based application provided with the OBU, such as:
 - SPaT/MAP message-based applications (Time-to-Change Notification, Signal Violation Warning, etc.)
 - Forward Collision Warning
 - Emergency Brake Light Warning
 - Do Not Pass Warning

- Traffic Information Messages (TIMs) - Curve Speed Warning, Speed Limit Changes/Updates, Work Zone Warning, and others
- Other Applications not listed
- A brief description on how the RSU/OBU installation, integration, testing, and training will be done. As well as identify how integration with the County's RTMC will be performed.
- A brief description on what MCTT will be used for testing.

The Vendors shall identify and describe the features, services and/or secondary products that define and make their products unique and special. This section should be used to differentiate products which meet the minimum requirements from competitor's products, and shall include a discussion to address the following topics:

- Vendor's DSRC background and DSRC business model/growth
- Product durability and robustness
- Proven interoperability
- Ease of use (hardware and software)
- Security readiness i.e. SCMS ready
- Firmware/hardware upgrade solutions

The OBU displays provided by the Vendor shall include lane-by-lane display with signal-time countdown and advisory approach speed.

EXHIBIT "B"

METHOD OF COMPENSATION

1.0 PURPOSE

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

2.0 COMPENSATION

For the satisfactory **performance** of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$_____. The maximum amount consists of the following:

The Vendor will be paid lump sum to perform the work, as follows:

- 10% of the lump sum amount upon delivery of **MAP data native files** within 30 days of Notice to Proceed (NTP).
- 25% upon furnishing and delivery of all equipment that are licensed/registered with Federal Communications Commission (FCC) as applicable.
- 30% upon successful **installation and integration verification** of the devices/system, approved documentation submittal of the performed installation and integration services, and submission of documents necessary for operations and maintenance of the system upon final acceptance.
- 10% upon confirmation from the Department and Pinellas County about the completion, integration and testing of the system. Completion of the **requirements traceability verification matrix (RTVM)** documenting all minimum equipment technical requirements, how each requirement was verified, and the results of the verification.
- 20% upon delivery of the **training, training materials, installation manuals, configuration manuals, as-built configuration documentation, troubleshooting guides, post-training (customer service) plan, and warranty** documentations.
- 5% upon delivery of the **software development kit (SDK) including MAP software**, if separate from USDOT tool.

3.0 PROGRESS PAYMENTS

The Vendor shall submit an invoice upon approval of each deliverable in a format acceptable to the Research Center. Lump sum payments shall be made to the Vendor for the satisfactory completion of each task and approval of each deliverable.

Invoice shall be submitted to:

Florida Department of Transportation
Office of State Traffic Engineering and Operations
605 Suwannee Street, MS 90
Tallahassee, Florida 32399-0450
raj.ponnaluri@dot.state.fl.us

4.0 TANGIBLE PERSONAL PROPERTY

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

5.0 FINANCIAL CONSEQUENCE

The lump sum amount of 5% of the individual amount for the deliverable listed in Section 2.0 will be withheld upon failure to deliver the services within the time specified.

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.: _____
DMS Catalog Class No.: 25174800, 41113700, & 81161700

BY THIS AGREEMENT, made and entered into this ____ day of _____, ____ 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 Connected Vehicle Signal Phase and Timing Deployment Project - Pinellas, 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

Chief Engineer

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 upon execution of contract and shall be completed by April 2020 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. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to

resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

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

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 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 \$_____.

- 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:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- 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. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable 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" Price Proposal
 - Attachment "A" Technical Specifications
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: Chief Engineer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

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. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- ___ 9. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- ___ 10. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:
RFP No.: DOT-RFP-19-9062-CA

Title: Connected Vehicle Signal Phase and Timing Deployment Project - Pinellas

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