

EXHIBIT "C"
PRICE PROPOSAL FORM

RFP Number: RFP-DOT-17/18-9066-CA

RFP Title: Development of a Procedure for Evaluating and Approving Liquid Anti-Strip Agents

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

The Proposer shall attach a detailed budget to support the lump sum amount identified per task. The total lump sum amount per task shall include cost of salaries, overhead, fringe benefits, operating margins, expenses and applicable equipment. Payments for travel expenses authorized shall be 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).

Task 1: Literature Review	\$ _____	(Lump Sum Amount)
Task 2: Develop Work Plan	\$ _____	(Lump Sum Amount)
Task 3: Execute Work Plan	\$ _____	(Lump Sum Amount)
Task 4a: Draft Final	\$ _____	(Lump Sum Amount)
Task 5: Final Report	\$ _____	(Lump Sum Amount)
**Grand Total Price for tasks 1-5	\$ _____	

**Grand Total Price will be the basis for determining the Proposer's Price Score

Special Note: The Department has a total maximum budgetary amount of \$180,000.00 for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 19, RESPONSIVENESS OF PROPOSALS.

RENEWAL: see Special Condition 31).

THE UNIT RATE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

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.

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

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

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

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

375-040-18
PROCUREMENT
03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

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

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

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

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

OR

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

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

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

Date: _____

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

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

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

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**Development of a Procedure for Evaluating and Approving
Liquid Anti-Strip Agents**

RFP-DOT-17/18-9066-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

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to develop of a Procedure for Evaluating and Approving Liquid Anti-Strip Agents. It is anticipated that the term of the contract will begin on date of contract execution and be effective for 18 months thereafter

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

2) TIMELINE

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

ACTION / LOCATION	DATE	LOCAL TIME
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	03-29-2018	05:00 PM
PROPOSALS DUE, ON OR BEFORE 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	04-17-2018	03:00 PM
PUBLIC OPENING (Technical Proposal) Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street Tallahassee, Florida 32399-0450	04-17-2018	03:00 PM
PUBLIC OPENING / MEETING (Price Proposal) Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Room Tallahassee, Florida 32399-0450	05-01-2018	10:00 AM
POSTING OF INTENDED AWARD	05-01-2018	05:00 PM

3) **AGENDA FOR PUBLIC MEETINGS**

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for RFP-DOT-17/18-9066-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 – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for RFP-DOT-17/18-9066-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 19). 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. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2018, in accordance with House Bill 5003 Sec.73 and Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

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

3) QUESTIONS & ANSWERS

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

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

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

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

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

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

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

consideration for an award.

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

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

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

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

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

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

6) **SCOPE OF SERVICES**

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

7) **INTENDED AWARD**

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced 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) **PRE-PROPOSAL CONFERENCE:** A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted 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 posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity

must be given to these facilities for inspection of the items, and returning those that are defective.

11) 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.

12) 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.

13) 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.

14) 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.

15) 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.

16) SCRUTINIZED COMPANIES LISTS

RFP responses of \$1 million or more 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.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on 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.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor 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 Vendor 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.

17) **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.

18) **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.

19) **RESPONSIVENESS OF PROPOSALS**

19.1 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.

19.2 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.

19.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work,

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

20) PROPOSAL FORMAT INSTRUCTIONS

20.1 General Information

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

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-17/18-9066-CA
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-17/18-9066-CA
(One Separately Sealed Package for Prices)

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

20.2 Technical Proposal (Part I) (6 copies)
(Do not include price information in Part I)

The Proposer must submit one (1) original and (5) copies of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-17/18-9066-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.

20.3 Price Proposal (Part II) (1 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-17/18-9066-CA ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

20.4 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.

21) **"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 in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

22) **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.

23) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-17/18-9066-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.

24) 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.

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

Florida Department of Transportation
Central Procurement Office
Cassandra Anderson, Procurement Agent
605 Suwannee Street, MS 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.

26) 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.

27) 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).

28) PROPOSAL EVALUATION

28.1 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.

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

28.3 Price Proposal

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

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

28.4 Criteria for Evaluation

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

a. Technical Proposal (100 Points)

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

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

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

b. Price Proposal (10 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:

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

29) POSTING OF INTENDED DECISION/AWARD

29.1 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.

29.2 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 29.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

29.3 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.

30) 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.

31) **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.

32) **ATTACHED FORMS**

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal Form
Drug-Free Workplace Program Certification (Form 375-040-18)
DBE Participation Statement (Form 375-040-63)
Bid Opportunity List
Appendix I - Federal Aid Contracts Form (375-040-40)

33) **TERMS AND CONDITIONS**

33.1 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.

33.2 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

33.3 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.

34) **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

35) 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.

36) EQUITABLE ADJUSTMENT

At the discretion of the Department, contract price adjustments may be allowed in accordance with General Condition 4(e) of Form PUR 1000, attached hereto. The contract vendor shall provide written notice to the Department requesting a price adjustment and written approval from the Department's Contract Manager is required prior to commencing with the price adjustment effective the subsequent invoice period. The Contract Vendor must provide documentation to the Department to support the request for pricing adjustment(s). Unit price adjustments due to fuel cost increases or decreases shall utilize the Federal Government's Annual Energy Review to display changes in material costs. The following website can be used as support for the submitted unit price adjustment request: <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. Information from this website will only be used as supporting documentation and must accompany the request for a price adjustment.

37) ALTERNATES

ALTERNATE BRANDS WILL NOT BE CONSIDERED FOR THIS RFP. PROPOSE AS SPECIFIED.

38) BUDGETARY LIMITATION

The Department has a total maximum budgetary amount of \$180,000.00 for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 19, RESPONSIVENESS OF PROPOSALS.

Exhibit “A” Scope of Services

Development of a Procedure for Evaluating and Approving Liquid Anti-Strip Agents

Background Statement

Since the late 1970s there has been much research performed to better understand the stripping phenomenon in asphalt mixtures. As a result, there have been changes in both materials and technology over the past 30 years to improve the resistance to moisture damage and the ability to test performance under adverse moisture conditions. The Department has a procedure for evaluating the effectiveness of liquid anti-strip agents with respect to mixture moisture susceptibility. However, this procedure does not investigate or address the effect the liquid anti-strip agent may have on mixture stability during or after construction. Field personnel have expressed issues and concerns with this topic recently. This research study will determine/develop a laboratory evaluation process for determining the effects of liquid anti-strip agents on the stability of asphalt mixtures during and after construction. This process will be incorporated into the Department’s current procedure for evaluating the effectiveness of liquid anti-strip agents for moisture susceptibility.

Project Objective(s)

The objectives of this project are: 1) document/determine the extent that liquid anti-strip agents can affect asphalt mixture stability during and after construction, 2) determine effective laboratory methods/procedures to evaluate asphalt mixture stability, 3) develop an approval system for liquid anti-strip agents with respect to mixture stability. This approval system will be coupled with the Department’s current system for evaluating the effectiveness of liquid anti-strip agents for moisture susceptibility.

It is speculated that this research project will require laboratory testing. It is not expected that any full-scale test track or real pavement sections would be constructed and evaluated as part of this project.

Project Kickoff Teleconference

The principal investigator will schedule a kickoff meeting that shall be held within the first 30 days of task work order execution. The kickoff meeting will consist of a webinar at least 30 minutes in length. The purpose of the meeting is to review the tasks, deliverables, deployment plan, timeline, and expected/anticipated project outcomes and their potential for implementation and benefits. The vendor shall prepare a presentation following the template provided at

http://www.fdot.gov/research/Program_Information/Research.Performance/kickoff.meeting.pdf

The project manager, principal investigator, and research performance coordinator shall attend. Other parties may be invited, if appropriate.

Supporting Tasks and Deliverables:

Task 1: Literature review; conduct a literature review for liquid anti-strip agents, asphalt mixture stability, and related laboratory testing.

Deliverable 1: Upon completion of Task 1, the vendor will submit to the Research Center at research.center@dot.state.fl.us a written report with the literature review results.

Task 2: Develop a work plan involving laboratory testing of asphalt mixtures and a minimum of four separate liquid anti-strip agents. The work plan will evaluate different methods for identifying mixture stability in the laboratory. The work plan will determine a procedure for identifying potential concerns with respect to a liquid anti-strip agent's effect on mixture stability during and after construction.

Deliverable 2: Upon completion of Task 2, the vendor will submit to the Research Center at research.center@dot.state.fl.us a work plan.

Note: The Department's project manager and technical review committee will review Deliverable 2 – Work Plan to determine if the project will proceed. The Vendor will be notified in writing within 30 days of submittal of Task 2 Deliverable on the Department's decision regarding moving forward with Task 3.

Task 3: Execute work plan.

Deliverable 3: Upon completion of Task 3, the vendor will submit to the Research Center at research.center@dot.state.fl.us a written report on the results of the work plan approved in Task 2.

Task 4: Draft Final and Closeout Teleconference

Deliverable 4A: Ninety (90) days prior to the end date of the task work order, the vendor will submit a draft final report to the Research Center at research.center@dot.state.fl.us.

The draft final report will contain an executive summary, description of problem, project objectives, literature review, work plan, results of the execution of the work plan, conclusions, and recommendations.

The draft final and final reports must follow the Guidelines for Vendor Presentation and Publication of Research available at <http://www.fdot.gov/research/docs/T2/Vendor.Guidelines.2016.pdf> The report must be well-written and edited for technical accuracy, grammar, clarity, organization, and format.

Deliverable 4B: Thirty (30) days prior to the end date of the task work order, the principal investigator will schedule a closeout teleconference. The principal investigator shall prepare a Powerpoint presentation following the template provided at:

[http://www.fdot.gov/research/Program Information/Research.Performance/closeout.meeting.reqs.pdf](http://www.fdot.gov/research/Program%20Information/Research.Performance/closeout.meeting.reqs.pdf)

At a minimum, the principal investigator, project manager, and research performance coordinator shall attend. The purpose of the meeting is to review project performance, the deployment plan, and next steps.

Task 5: Final Report

Deliverable 5: Upon Department approval of the draft final report, the vendor will submit the Final Report PDF and Word formats electronically to the Research Center at research.center@dot.state.fl.us. The final report is due by the end date of the task work order.

Deliverables Schedule

Note: this document will be used by the Research Center to monitor principal investigator performance and activity on the project. The PI should give careful consideration to the time needed to complete a task(s) and deliverable(s) against current workload. Failure to submit deliverables in a timely manner may result in cancellation of the task work order.

Remember to include kickoff teleconference, submittal of draft final report, closeout teleconference and final report. The Research Center must at a minimum receive a deliverable every 6 months on a project.

Deliverable # / Description as provided in the scope (included associated task #)	Anticipated Date of Deliverable Submittal (month/year)	TO BE COMPLETED BY RESEARCH CENTER (performance monitoring)

Failure to submit deliverables in a timely manner may result in cancellation of the task work order.

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 **\$180,000.00**. The maximum amount consist of the following:

Task 1 Deliverable (Lump Sum)
Task 2 Deliverable (Lump Sum)
Task 3 Deliverable (Lump Sum)
Task 4a Deliverable (Lump Sum)
Task 5 Deliverable (Lump Sum)

3.0 PROGRESS PAYMENTS:

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

Invoices shall be submitted to:
The Florida Department of Transportation
605 Suwannee Street, MS 30
Tallahassee, FL 32399-0450
or research.center@dot.state.fl.us

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

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

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

4.0 TANGIBLE PERSONAL PROPERTY:

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

RFP CHECKLIST

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # _____**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(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. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
- ___ 5. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- ___ 6. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- ___ 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- ___ 8. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- ___ 9. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:

RFP No.: RFP-DOT-17/18-9066-CA

Title: Development of a Procedure for Evaluating and Approving Liquid Anti-Strip Agents

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