

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



REQUEST FOR PROPOSAL

POSITIVE TRAIN CONTROL SYSTEM FOR THE
CENTRAL FLORIDA RAIL CORRIDOR

RFP-DOT-16-17-9010-GH

PRICE PROPOSAL FORM

RFP Number: RFP-DOT-1617-9010-GH

RFP Title: Positive Train Control System for the Central Florida Rail Corridor

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

Lump Sum Cost Implementation of Solution* A \$ _____

Present Value Operate/Maintain Hosting Fee** B \$ _____

Operate/Maintain Hosting Fee (Monthly Cost) C \$ _____

Total Price Proposal*** A+B \$ _____

***Lump Sum Cost:**

The lump sum cost shall include salaries, overhead, fringe benefits, operating margins, expenses and applicable equipment.

****Hosting Back Office**

Present Value of the Hosted Back Office shall be for a term of 66 months using a discount rate of 1.25%. The monthly hosting fee shall include technical support, on-call services and maintenance as well as salaries, overhead, fringe benefits, operating margins and expenses.

***** Total Price Proposal:**

This number will be used when calculating the Proposers Total Score.

RENEWAL: (see Special Condition 26).

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

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: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to install and implement a Federal Railroad Administration (FRA) Type Approved Positive Train Control System (PTC) in accordance with 49 CFR Part 236 subpart I on the Central Florida Rail Corridor (CFRC). As part of the mandated PTC Regulations, a new PTC System shall provide associated warning and enforcement to the existing system to comply with FRA CFR 236 Subpart I.

The installation and implementation work includes all configuration, engineering, installation, testing, commissioning, and training as well as development and implementation of a PTC Safety Plan which will require approval by the FRA for the entire CFRC. The installed PTC must be a "turnkey" system that contains the following four main system components: a hosted back office segment, an onboard system, a wayside system, and a bi-directional communications transport system. The PTC shall also be interoperable with the CSXT PTC and compatible with the Meteorcomm ITCnet platform for wireless communications.

For installation of the PTC system and revenue service demonstration, it is anticipated that the term of the contract will begin on May 22, 2017 and end on December 31, 2018 with a possible alternate schedule to be approved by FRA and as such to be completed by December 31, 2020.

For hosting the system, the term of this Agreement shall begin on the date of execution hereof and continue through three years after the end of FDOT Funding Period provided, however, that this Agreement expires upon the expiration of the FDOT Funding Period unless the Agreement is assigned to the Central Florida Commuter Rail Commission pursuant to an assignment that effects a novation of this Agreement which releases the Department from being a party to the Agreement. The FDOT Funding Period is defined as seven years from the commencement of Revenue Service. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination, as described in Section 6 the Standard Written Agreement.

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.

NOTIFICATION OF FEDERAL PARTICIPATION

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

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
MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT Meeting at District 5 Office, Cypress Room 719 S Woodland Blvd, DeLand, FL 32720	3/10/2017	10:00AM
Site Visit at 801 SunRail Drive, Sanford, FL 32771 (Site Visit will occur after the conference)		
DEADLINE FOR TECHNICAL QUESTIONS	3/28/2017	5:00 PM
DEPARTMENT RESPONSE TO TECHNICAL QUESTIONS ON OR BEFORE	4/4/2017	5:00 PM
PROPOSALS DUE ON OR BEFORE- 719 S Woodland Blvd, DeLand, FL 32720	4/18/2017	3:00 PM
PUBLIC OPENING OF PROPOSALS- 719 S Woodland Blvd, DeLand, FL 32720	4/18/2017	3:00 PM
PUBLIC MEETING OF THE TECHNICAL REVIEW COMMITTEE AND ADVISORS	TBD	TBD
PUBLIC MEETING- Technical Score Total/Price Opening/Select Intended Award	5/2/2017	2:00 PM
POSTING OF INTENDED AWARD	5/4/2017	
*Unless otherwise noted above all Public Meetings and Openings will take place at 719 S. Woodland Blvd, Deland, FL 32720		

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Mandatory Pre-Proposal Meeting and Site Visit

Agenda for Pre-Proposal Meeting and Site Visit for RFP-DOT-16-17-9010-GH

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
- Procurement Process Overview
- Project Overview
- Questions regarding the Project
- Exhibit “C”, Technical Specification to Proposers
- Site Visit, 801 SunRail Drive, Sanford FL 32771 - To allow viewing of the Operations Control Center, and Service and Inspection Building. No video may be taken inside the vehicles; still photographs may be taken.
- Adjourn meeting.

Agenda – Public Opening (Technical)

Agenda for Public Opening of Technical Proposals for RFP-DOT-16-17-9010-GH

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.
- Adjourn meeting.

Agenda – Meeting to Summarize Evaluations, Open Prices and Select Intended Award

Agenda for Intended / Recommended Award meeting for RFP-DOT-16-17-9010-GH

Starting Time: See "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Total Scores (technical scores plus price scores) will be summarized.
- Announce Intended Award decision
- Announce time and date decision will be posted on the Vendor Bid System (VBS)
- Adjourn

4) SPECIAL ACCOMODATIONS

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 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

2) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INTIATIVE

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.

ALL QUESTIONS must be submitted to: the Department at the following e-mail address, greg.hill@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Administrator in writing at the address above.

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 – POSITIVE TRAIN CONTROL

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services - Positive Train Control 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 AND SITE VISIT

8.1 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. Proposers shall sign in as attendees to the meeting upon arrival. Any Proposer not signed in before the meeting starts will be considered late, deemed not in attendance, and will not be allowed to bid on the contract.

8.2 SITE VISIT

A site visit will be held immediately following the Mandatory Pre-bid meeting. This site visit will allow the proposers to visually inspect a portion of the facility. Each proposer attending the site visit must provide their own OSHA approved Personal Protective Equipment. The PTC Technical Specification will be issued to those Proposers attending the site visit.

Each proposer will be allowed 15 minutes to inspect the interior design of a Locomotive and Cab Car. No video may be taken inside the vehicles. Still photographs may be taken.

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.

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. Exhibit "A" of the Scope of Services – Positive Train Control designates those positions that at a minimum are "Key Project Personnel".

- A. The Vendor's core team shall include the key personnel defined in the Scope of Services, assigned to the project in the capacities listed. The key personnel shall be subject to the Department approval. Any key personnel removed from the project shall be replaced by an equally qualified person subject to the

Department review and approval. Qualifications and resumes of Key Personnel shall be submitted as part of the Vendor's proposal.

- B. The management team to be assigned to this Project shall have sufficient management resources and ability and the necessary support staff to assure the Department that this Project will be properly coordinated and managed and will be completed on schedule. The key project personnel shall be dedicated to the project unless approved otherwise by the Department.

The Vendor's work shall be performed and directed by key personnel identified in the Letter of Interest and/or Technical Proposal. In the event a change in key personnel is requested, the Vendor shall submit the qualifications of the proposed key personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the Department. The Department shall have sole discretion in determining whether or not the proposed substitutions in key personnel are comparable to the key personnel identified in the Letter of Interest and/or Technical Proposal.

Partner/Teaming Arrangement:

Partner/Teaming Arrangements of the Vendor cannot be changed after submittal of the Letter of Interest without written consent of the Department. In the event a change in the Partner/Teaming Arrangement is requested, the Vendor shall submit the reason for the proposed change. Any changes in the Partner/Teaming Arrangement shall be subject to review and approval by the Department. The Department shall have sole discretion in determining whether or not the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 608.501, 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 32399-0797
(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 E-VERIFY

Vendors/Contractors:

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

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. The Vendor shall be solely responsible for ensuring employee verification and shall require all personnel who are working on the CFRC to carry eRailSafe documentation.

10) 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 of Insurance to the **Florida Department of Transportation, Procurement Office, 719 S Woodland Blvd. DeLand FL 32720 with the executed contract documents.**

General Liability

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 \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$1,000,000 each occurrence, for the services to be rendered in accordance with this contract.

The following Insurance requirements are in addition to those contained in the Standard Written Agreement:

A. LIABILITY INSURANCE AND WORKER'S COMPENSATION:

4.B. (1) "Workers' Compensation Insurance"

- (1) **FELA and Workers' Compensation Insurance:** Vendor shall provide coverage under the Federal Employers' Liability Act (FELA) in the greater of the amount required by federal law or a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence.

To the extent that FELA does not apply, Vendor shall provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. If subletting any of the work, ensure that the employees of the subcontractors are covered by similar insurance. Ensure that any equipment rental agreements that include operators who are employees of independent Contractors, sole proprietorships or partners are covered by similar insurance. The Department will accept equivalent approved protection in lieu of insurance.

- (2) **Contractors' Public Liability and Property Damages Liability Insurance:** Vendor shall furnish evidence to the Department that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Public Liability and Property Damages Liability policies that insure the Contractor for the described work that it performs under the Contract.

- (3) **Contractors' Protective Public Liability and Property Damage Liability Insurance:** Vendor shall furnish evidence to the Department that, with respect to the operations performed by subcontractors, regular Contractors' Protective Public Liability Insurance providing for a limit of

not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Protective Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Protective Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

(4) Insurance Required for Construction at Railroads: Required for this project.

(A) General: In addition to any other forms of insurance or bonds required under the terms of the Contract, when the Contract includes the construction of a railroad grade crossing, overpass, or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, Vendor shall provide insurance of the types set forth below and in amounts not less than specified herein.

(B) Railroads' Protective Public Liability and Property Damage Liability Insurance: Vendor shall furnish the Department with an original insurance policy that, with respect to the operations performed, will provide, in behalf of the railroad company regular liability insurance providing coverage for bodily injury, death, and property damage limited to a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6,000,000 for the term of the policy.

CSX Transportation, Inc. and the Department are to be each a Named Insured on the policy. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando are to be each an additional insured on the policy.

(5) Insurance for Protection of Utility Owners: When the work under the Contract involves work on or in the vicinity of utility-owned property or facilities, Vendor shall furnish the Department with evidence that, with respect to the operations performed, General Comprehensive Liability Insurance or its equivalent providing for a limit of not less than \$1,000,000 for bodily injury or death to person(s) per occurrence and \$300,000 property damage each occurrence is carried.

The Department and Utility Company are to be Additional Named Insureds, and the policy will be primary to any coverage maintained by the Department or Company. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, are each to be additional insured on the policy. Vendor shall not make any material change or cancellation to the policy without providing the Department with ten days prior written notice.

(6) Insurance by Others: Vendor shall require every subcontractor or other third party who may have a contract with Vendor and who may require access on or to State Property or the Corridor or the Sun Rail Corridor or the FCEN Corridor to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in this section 4. B. paragraphs (1), (2), (3), (4), and (5), and including causing each of the Named Insureds and the additional insureds stated in those paragraphs to be Named Insureds and additional insureds on such subcontractor or third party policy or policies.

For purposes of this section 4.B. paragraph (6) the following apply: "State Property" has the meaning stated in the "TRANSITION AGREEMENT Between State of Florida Department of Transportation and CSX Transportation, Inc.," Appendix A, at page A-4; and "Corridor" has the meaning stated in the "INTERLOCAL OPERATING AGREEMENT FOR OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM By and Between FLORIDA DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION," Appendix A, at page A-3; and Sun Rail "Corridor" has the meaning stated in the "AGREEMENT BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION," Definitions, at page 6; and "FCEN Corridor" has the meaning stated in the "OPERATING AGREEMENT Between State of Florida Department of Transportation, an agency of the State of Florida, and Florida Central Railroad Company, Inc., a Florida Corporation," Definitions, at page 6. Those agreement definitions mentioned above, and as heretofore amended, are incorporated by reference and may be accessed at www.sunrail.com.

- (7) **Submission and Approval of Policies; Termination:** Certificates of insurance (and other evidence of insurance requested by the Department) for each required policy shall be provided by Vendor at the time of Contract execution.

Vendor shall provide all insurance policies in such form and with insurers that are acceptable to the Department. Keep such insurance in force, in the full amount specified herein, until this contract is ended.

The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$1,000,000.00. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

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

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

11) PERFORMANCE BOND

The intended award proposer shall provide the Department with a Performance Bond in **the full amount of the contract**. The Performance Bond shall be provided by a surety company authorized to do business in the state of Florida. The Performance Bond shall be executed and furnished to the Department prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's proposal and the Department will proceed in contracting with the next highest responsive proposer.**

The proposer must submit, with their Technical Proposal, a current letter from a surety company or bonding agent authorized to do business in the state of Florida and written on company letterhead, to document the proposer's present ability to obtain a Performance Bond in the full amount of the proposal. Failure by the

proposer to provide this letter with its response will constitute a non-responsive determination for its proposal. **Proposals found to be non-responsive will not be considered.**

12) METHODS OF COMPENSATION

Details of the Method of Compensation are described in Exhibit "B", Method of Compensation, attached hereto and made a part hereof.

13) 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. These terms and conditions are not negotiable, the awarded firm shall be bound by them without exception.

14) 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.

15) 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.

16) 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.

17) SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

RFP responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

18) 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.

19) 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.

20) RESPONSIVENESS OF PROPOSALS

20.1 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.

20.2 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.

20.3 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.

21) PROPOSAL FORMAT INSTRUCTIONS

21.1 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-16-17-9010-GH
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-16-17-9010-GH
(One Separately Sealed Package for Prices)

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

21.2 TECHNICAL PROPOSAL (PART I) **(Do not include price information in Part I)**

The Proposer must submit **one (1) original, one electronic copy on CD, and five (5) hard 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-16-17-9010-GH.

21.2.1 EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities, qualifications and approaches for accomplishing the services specified herein. The Proposer is shall include:

- Prior experience of the firm
- Qualifications and prior experience of the proposed personnel
- Effectiveness in addressing various service and operational issues encountered with the integration of PTC
- Specific knowledge and experience related to hosted back-office, CAD, FRA Subpart I (PTC Rules), Rolling Stock, signal configure and Track Databases
- Prior experience and qualifications of all subcontractors and proposed key staff

The Proposer shall limit the summary to no more than ten (10) pages.

21.2.2 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 one-page 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.

- Project Manager

- Systems Integration Engineer
- Quality Program Manager
- Construction Safety Supervisor
- Test Manager
- Reliability, Availability, Maintainability, and Safety (RAMS) Manager
- Signal Engineer
- Onboard Engineer
- Communication Engineer
- Configuration Management Engineer

21.2.3 PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains the services and technical approach or solutions being offered.

21.2.4 SERVICES

The Proposer should explain the services being provided in accomplishing the tasks required in Exhibit "A", Scope of Services.

21.2.5 TECHNICAL APPROACH

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in Exhibit "A", Scope of Services.

The Proposers methodology, approach and project plan for PTC Integration should include implementation, risk management, configuration management, security management, staffing, testing, and training plans. The technical approach shall include an overall project schedule that provides milestones and restraints with sufficient details to demonstrate knowledge and ability to complete the project in accordance with regulatory requirements. The technical approach should demonstrate an understanding of the proposed project requirements and FRA documentation and submittals, and shall include a description of the following tasks:

- Rolling Stock Implementation
- Wayside Implementation
- Communication Implementation (Base Stations, Network Management)
- (Hosted) Office Systems - BOS, Key System, message systems (ITCM and WMS)
- GIS (SubDiv, Track Database), Survey methodology • Test Lab
- Test Plans
- Training Plans
- PTC Safety Plan

The technical approach should identify challenge areas and provide specific techniques to be used to address these challenges.

The vendor shall describe their proposed ongoing hosted service which shall include, without limitation, technical support, on call services, software updates and maintenance.

The schedule shall detail a Master Project Schedule that communicates what work needs to be performed through the use of a Work Breakdown Structure, which resources of the organization will perform the work and the timeframes in which that work needs to be performed. The Master Project Schedule shall reflect all of the work associated with delivering the PTC implementation on time.

21.3 PRICE PROPOSAL (PART II)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-16-17-9010-GH. The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

The Price proposal shall be comprised of the following two components:

- Implementation of the PTC System which includes, without limitation, the configuration of the system and to furnish, manufacture, delivery, install, integrate, test, certify, and place in service an FRA Type Approved I-ETMS compliant Positive Train Control System (PTC) in accordance with 49 CFR Part 236 Subpart I for the Department. The Vendor shall be required to install and implement a “turn-key” PTC system that contains the following four main components: the Office Segment which includes a hosted Back Office System, the Locomotive Segment, the Wayside Segment, and the Communications Segment and include all requirements to implement an approved FRA compliant PTC System.
- Monthly costs and Present Value of providing a hosted PTC Back Office System for a term of 66 months and using a discount rate of 1.25%.

The Price Proposal shall include the two costs described herein as separate line items with a tabulation of the total cost.

21.4 PRESENTING THE PROPOSAL

The Written Technical Proposal shall be on 8-1/2” x 11” with a minimum font size of 10 points and minimum margins of 1” on all sides. The Written Technical Proposal shall be a maximum of forty (40) single sided pages, including graphics, but excluding resumes and schedule (maximum four (4) pages), with individual section page limits as specified in Section 22.2. No oversized pages (larger than 8-1/2” x 11”) are permitted in the Written Technical Proposal. 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. 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 schedule shall detail a Master Project Schedule.

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.

22) DRUG FREE WORKPLACE

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.

23) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL AND COPYRIGHTED MATERIALS

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- 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.

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.

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 configurations for the preparation thereof, nor to procure or contract for any articles or services.

25) SUBMITTING THE PROPOSALS

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 onsite observation.

MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR EMAIL)

**Florida Department of Transportation
Attn: Roger Masten, PMP, FCCN
719 South Woodland Boulevard MS-524
DeLand, Florida 32720-6834
Phone # 386-943-5000**

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

a. Evaluation Process:

A Technical Review team will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The Technical Review team will be comprised of at least three persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the Technical Review team a copy of each technical proposal. The Technical Review team 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. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of eighty (80) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than eighty (80) 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.

b. Oral Presentations:

THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

c. 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 27, Proposal Openings. The Procurement Office and/or the Project Manager/Technical Review team will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/Technical Review team will assign points based on price evaluation criteria identified herein.

d. 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>Section</u>	<u>Point Value</u>
1. Executive Summary Written Non-Technical Language Prior Experience	(0-5) (0-5)
2. Management Plan	(0-20)
3. Technical Approach/Challenges Segment Level Implementation Strategy	(0-40)
4. Schedule	(0-30)

b. Price Proposal (20 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 Price proposal shall consist of the following:

- Complete implementation of the PTC system including, without limitation, the configuration of the system and furnish, manufacture, delivery, install, integrate, test, certify, and place in service an FRA Type Approved I-ETMS compliant Positive Train Control System (PTC) in accordance with 49 CFR Part 236 Subpart I for the Department. The Vendor shall be required to install and implement a “turn-key” PTC system that contains the following four main components: the Office Segment which includes a hosted Back Office System, the Locomotive Segment, the Wayside Segment, and the Communications Segment and include all requirements to implement an approved FRA compliant PTC System.
- Present Value of providing a hosted PTC Back Office System for a term of 66 months and using a discount rate of 1.25%. The monthly cost shall be provided with the Present Value amount.

The Price Proposal shall include the two costs described herein as separate line items with a tabulation of the total cost.

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) POTENTIAL ADDITIONAL SERVICES

Potential additional services are herein described solely for informational purposes and are not to be included in the price for the services described in this Scope of Services. These additional services are contemplated by the Department and may or may not be provided, at the Department’s sole discretion, by Other Contractors, or the Vendor. Such services may include:

- Extended Warranties - Extended Warranties may be provided as an Optional Service and shall be detailed in future Amendments as specified by the Department.
- Maintenance Services - The maintenance of the Department’s PTC System may be performed by a PTC Maintenance Contractor who shall be responsible for maintaining the entire PTC System so as to provide safe, reliable, and on-time service. The Scope of Work shall be delineated by work area and described in detail in future Amendments as specified by the Department.

30) POSTING OF INTENDED DECISION/AWARD

- a. 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.
3. 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.

b. 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.

c. 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.

31) AWARD AND EXECUTION OF THE CONTRACT

The contract will be awarded to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the State. The Department will hold a public meeting of the Selection Committee to evaluate the Technical Proposal Scores. The Department will then hold a meeting of the Selection Committee to review the Technical Proposal Scores, Price Proposal Scores and Total Scores of the Proposers. The Selection Committee will adjust the scores as it deems appropriate.

After review and adjustment, if any, the total of the Technical Proposal score and the Price Proposal score will be determined for each responsive Proposer. The Proposer with the highest Total Score will be the apparent winner. Total Score is the sum of the Technical Proposal Score plus the Price Proposal Score. If the Department is confronted with identical scoring from multiple Proposers, the Department shall determine the order of award in accordance with Rule 60A-1.011, Florida Administrative Code. The final decision will be determined by the Selection Committee. A statement will be placed in the procurement file that explains the basis for Proposer selection.

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

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

- a) A Standard Written Agreement executed by both parties.

32) 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.

33) ATTACHED FORMS

Form 1	Anticipated DBE Participation statement, (Form No.375-040-63)
Form 2	Drug-Free Workplace Program Certification, (Form No 375-040-18)
Form 3	Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
Form 4	Vendor Data Sheet
Form 5	Bidders Opportunity List, (Form No. 375-040-62)
Form 6	Performance Bond Form (375-040-27)

34) ATTACHED TERMS AND CONDITIONS – CONTRACT DOCUMENTS

Exhibit "A" Scope of Services
Standard Written Agreement, (Form No. 375-040-19)
Exhibit "B", Method of Compensation
Exhibit "E", Software Code and Design Material Escrow Agreement
Exhibit "F", Insurance Provisions for Rail Projects
Appendix II, Information Technology Resources

NOTE:

Exhibit "C", Technical Specification Positive Train Control shall be provided at the Pre-Proposal meeting

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 Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB 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 Invitation to Bid:

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 Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB 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 Invitation to Bid:

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:

Special Conditions

Standard Written Agreement

Scope of Services including the General Conditions (PUR 1000)

Price Proposal Form

Instructions to Respondents (PUR 1001)

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



EXHIBIT "A"

SCOPE OF SERVICES

RFP-DOT-16-17-9010-GH

**POSITIVE TRAIN CONTROL SYSTEM FOR THE
CENTRAL FLORIDA RAIL CORRIDOR**

FPID: 412994-5-52-01

EXHIBIT "A" SCOPE OF SERVICES

1.0 Purpose

BACKGROUND

On November 3, 2011, the Florida Department of Transportation, (FDOT or the Department) purchased a 61.35-mile long, active Class IV passenger and freight Right of Way (ROW) from CSXT. The Department-owned corridor received the Federal Railroad Administration (FRA) alpha designation Central Florida Rail Corridor (CFRC). The CFRC consists of approximately 30 miles of single track mainline with passing sidings, and approximately 32 miles of double track mainline. The limits of the CFRC extend from MP A749.61 to MP A813.82.

CSX, Florida Central Railroad (FCEN), and Amtrak operate as tenant railroads on CFRC tracks, and CSX is the designated freight common carrier over the CFRC. Eight local freight trains and four through freight trains operate daily on the CFRC. Freight rail traffic on CFRC consists of a combination of tri-level auto trains, merchandise trains, coal and rock unit trains, local switching operations, and freight transfers from the FCEN short line to the CSX Taft Yard. Amtrak currently operates two roundtrip passenger trains through the CFRC and a daily roundtrip Passenger/Auto Train over the northern section of the CFRC to the Auto Train facility in Sanford at MP A766.00.

In 2014, Department initiated a new commuter passenger rail service, named "SunRail", which currently operates on 31.96 miles of the CFRC Initial Operating Segment (IOS). The Department is responsible for operating SunRail commuter trains, and maintaining and dispatching the railroad. Currently, an average of 36 SunRail trains operate per day on 31.96 miles of the CFRC and provided 957,800 passenger trips in 2015.

As part of initiating commuter service on the line, the Department added double track, upgraded crossing warning systems, installed a new microprocessor-based CTC signal system and constructed a new Vehicle Storage and Maintenance Facility (VSMF) including a new Operations Control Center (OCC) with an Ansaldo NGD Computer Aided Dispatching (CAD) system. The Department contracted with Bombardier to provide dispatching and maintenance of the 61.35-mile long corridor for track, infrastructure, communications and rolling stock to Bombardier. The Department has contracted with Herzog to provide signal maintenance on the CFRC. Amtrak provides the heavy vehicle maintenance for SunRail's commuter trains.

An expansion of SunRail 17.2-miles to the south of the IOS is currently under construction. This expansion (Phase 2 South) includes additional double tracking, crossing warning system upgrades, a new microprocessor-based signal system, and four new stations.

The Department is responsible for installing a PTC System including additions to the wayside signaling system, on 11 SunRail locomotives and 13 cab cars, and for providing a hosted Back Office System (BOS) and a communications system to support the PTC Systems.

The Vendor shall configure, furnish, manufacture, delivery, install, integrate, test, certify, and place in service an FRA Type Approved I-ETMS compliant Positive Train Control System (PTC) in accordance with 49 CFR Part 236 Subpart I for the Department. As part of the mandated PTC Regulations, the PTC System shall provide associated warning and enforcement to the existing system to comply with FRA CFR 236 Subpart I. This system shall provide, at a minimum, the following functionality:

- a. Enforce an upper speed limit associated with Civil Speed Restrictions.
- b. Enforce an upper speed limit associated with a Temporary Speed Restrictions.
- c. Prevent overspeed derailments related to civil speed restrictions
- d. Prevent overspeed derailments related to all speed restrictions.
- e. Prevent overspeed derailments related to slow orders.
- f. Prevent overspeed derailments related to excessive speeds over switches and through turnouts.

- g. Appropriate warning or enforcement for derails or switches that protect access to the mainline.
- h. Enforce an upper speed limit with a Mandatory Directive associated with a credible report of a crossing failure.
- i. Prevent the movement of a train through a mainline switch in the improper position.
- j. Interoperability with tenant railroads.
- k. Radio Spectrum, if required.
- l. Dispatch Office requirements

The scope of work includes all configuration and to furnish, manufacture, delivery, install, integrate, test, certify and provide a hosted Back Office System, Back Office Services and training as well as development and implementation of a vital PTC Safety Plan for approval by the Federal Railroad Administration (FRA) for the entire CFRC. The Vendor shall be required to install and implement a "turn-key" PTC system that contains the following four main components: the Office Segment which includes a hosted Back Office Server, the Locomotive Segment, the Wayside Segment, and the Communications Segment. The PTC installed by the Vendor shall also be interoperable with Amtrak and the CSXT PTC onboard systems and compatible with the Meteorcomm ITCnet platform for wireless communications.

The Department's Contract Manager may authorize changes in processes and/or procedures from time to time as determined by operational necessity. All such changes shall conform to the existing Agreement's terms and to all applicable statutes and guidelines regarding the establishment and maintenance of such agreements.

2.0 Definitions

For the purpose of this contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown below:

Department: The Florida Department of Transportation, the contracting agency.

SunRail: The commuter rail service operated along the Central Florida Rail Corridor with stations to be located in Volusia, Seminole, Orange, and Osceola (Phase 2 South) counties.

Central Florida Rail Corridor (CFRC): The FRA alpha designation for the railroad corridor from MP A749.61 to MP A813.82, including the railroad right-of-way, track, signals, structures contained herein.

Vendor: The firm retained by the Department to perform the services as described herein.

Final Acceptance: When any of the segments or territories has approval from the FRA to enter into Revenue Service Demonstration.

3.0 General

The Department is the owner and responsible for maintenance of the entire CFRC. The Department, as a railroad operator, is subject to review by the FRA. The Department is responsible for procuring and implementing a PTC system on the CFRC pursuant to the Rail Safety Improvement Act (RSIA) of 2008.

For installation of the PTC system and revenue service demonstration, it is anticipated that the implementation of the CFRC Test Territory by the Vendor shall occur by December 31, 2018 with a possible alternate schedule to be approved by FRA and as such to be completed by December 31, 2020.

4.0 Existing Systems

4.1 Existing Wayside Systems

The existing wayside signal system consists of three parts as shown in Figure 1: Phase 2 North (12.2 Miles), the IOS (31.96 miles) and Phase 2 South (17.2 miles). Phase 2 North is an existing relay-coded track section that will have PTC Systems overlayed on the existing system. The IOS signal system was replaced in 2014 with microprocessor-based Control Points and intermediate signals based on Ansaldo Microlok equipment. Phase 2 South is currently under construction with completion schedule for 2019. Phase 2 South will consist of microprocessor-based systems using the Alstom Electrologix equipment. The IOS and Phase 2 South equipment is assumed to be PTC compatible and should not require external WIU interface equipment.

4.2 Wayside Communications Infrastructure

Communications between Control Points and the Operations Control Center (OCC) is presently over a 900 MHz ATCS radio system for the entire 61.35 mile CFRC. The 31.96 mile Initial Operating Segment (IOS) of the CFRC territory is currently being upgraded to connect all wayside signal locations (Control Points and Intermediate Signals) with the CFRC Fiber Optic Network (FON) that was installed as part of the IOS project. The Phase 2 South project will extend the FON an additional 17.2 miles south to Poinciana Boulevard and each wayside signal location in Phase 2 South will be connected to the OCC via the FON as the main path of communication. A redundant loop FON will provide the secondary communications path and the 900 MHz radio will serve as third communication path for the CTC Codeline. The remaining 12.2 miles of the CFRC, known as Phase 2 North, currently uses the 900 MHz radio as the primary path and third-party leased lines as the secondary path for CTC codeline communications.

The Vendor shall modify the existing CTC Codeline communications on the IOS so that each control point in the IOS and Phase 2 South will be connected to the Fiber Optic Network as the main path of communication and 900 MHz as third communication path. The CTC communications for Phase 2 North will remain in the existing configuration.

4.3 Existing Onboard

The following existing SunRail rolling stock will require modifications by the Vendor to be fully PTC-operational, as defined by the FRA regulations within the CFRC PTC System:

- 11 locomotives
- 13 cab control cars

4.4 Existing Dispatch Systems

The existing Dispatch System is the Ansaldo Next Generation Dispatch (NDG) system installed in 2013.

5.0 Contract Term:

For installation of the PTC system and revenue service demonstration, it is anticipated that the term of the contract will begin on May 22, 2017 and end on December 31, 2018 with a possible alternate schedule to be approved by FRA and as such to be completed by December 31, 2020.

For hosting the system, the term of this Agreement shall begin on the date of execution hereof and continue through three years after the end of FDOT Funding Period provided, however, that this Agreement expires upon the expiration of the FDOT Funding Period unless the Agreement is assigned to the Central Florida Commuter Rail Commission pursuant to an assignment that effects a novation of this Agreement which releases the Department from being a party to the Agreement. The FDOT Funding Period is defined as seven years from the commencement of Revenue Service. This Agreement may be canceled by the Department in

whole or in part at any time the interest of the Department requires such termination, as described in Section 6 the Standard Written Agreement.

6.0 Vendor Responsibilities

The Vendor shall be responsible for all activities required to configure, furnish, manufacture, delivery, install, integrate, test, certify and training of a PTC System. Working with the Department, the Vendor shall be responsible for the functionality of the system segments, the interrelation amongst the system segments, and the integration of a complete PTC system.

The Vendor is fully responsible for implementing the PTC Safety Plan and an FRA-Certified PTC System in accordance with CFR 49 Part 236 Subpart I. The Vendor shall be fully responsible to mitigate all issues identified through the hazard analysis, risk assessment, and all issues identified by the FRA associated with implementation of the PTC System. If further development of the PTC system is required to receive system certification and obtain FRA Approval, the Vendor is fully responsible for achieving a PTC Certified System from the FRA.

The Vendor shall demonstrate good Project Management practices. These include communication with the Department and others as necessary, management of time and resources, and documentation. The Vendor shall manage the Contract to ensure all required configuration reviews are addressed and all required deliverables are submitted as specified.

Written notification of differing site and equipment conditions discovered during the configuration or construction phase of the Project will be given to the Department's Project Manager.

6.1 Specification Analysis

The Vendor shall analyze the Contract documents and identify each function to be implemented in the PTC System, identify the overall configuration of systems/subsystems, and provide the Requirements Traceability Matrix (RTM) identifying the set of individual system requirements of the PTC System.

Within 15 days after Contract Notice to Proceed, the Vendor shall prepare and submit a Specification Review Report detailing the approach planned in response to each Specification requirement, requests for additional Railroad materials, and identifying any issues or clarification that must be resolved by the Vendor and the Department. The report shall identify the FRA Type Approved PTC System to be implemented and describe how the requirements of this Specification will be met.

6.2 Project Management Plan

The Vendor shall develop and submit to the Department for approval a Project Management Plan that is separate from the Project Plan as outlined in Appendix II – Information Technology Resources. Within 60 Calendar Days following the Contract Notice to Proceed, the Vendor shall submit Project Management Plan for review and acceptance. The Department shall have 30 calendar days to review and respond to the submitted Project Management Plan. The Project Management Plan shall be prepared in accordance with the detailed requirements in the Technical Specification.

6.3 Key Personnel

The Vendor shall submit a staffing plan, which clearly illustrates the key elements of the organizational structure, proposed to accomplish the management, technical, construction and administrative services required. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be provided. In addition to the key configuration and construction staff, key personnel includes the proposed staffing for signal systems, communication systems, and system integration/testing and these staff members must be identified in the Technical Proposal. The Department must approve any changes to the Project Management and Key Personnel.

Key Personnel shall include:

- a. Project Manager (PM);
- b. Systems Integration Engineer;
- c. Quality Program Manager;
- d. Construction Safety Supervisor/Manager
- e. Test Manager;
- f. Reliability, Availability, Maintainability and Safety (RAMS) Manager; and Environmental Compliance Manager.

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. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package:

- A. The Vendor's core team shall include the key personnel defined herein, assigned to the project in the capacities listed. The key personnel shall be subject to the Department approval. Any key personnel removed from the project shall be replaced by an equally qualified person subject to the Department review and approval. Qualifications and resumes of Key Personnel shall be submitted as part of the Vendor's proposal.
- B. The management team to be assigned to this Project shall have sufficient management resources and ability and the necessary support staff to assure the Department that this Project will be properly coordinated and managed and will be completed on schedule. The key project personnel shall be dedicated to the project unless approved otherwise by the Department.

In the event a change in key personnel is requested, the Vendor shall submit the qualifications of the proposed key personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the Department. The Department shall have sole discretion in determining whether or not the proposed substitutions in key personnel are comparable to the key personnel identified in the Letter of Interest and/or Technical Proposal.

Partner/Teaming Arrangement:

Partner/Teaming Arrangements of the Vendor cannot be changed after submittal of the Letter of Interest without written consent of the Department. In the event a change in the Partner/Teaming Arrangement is requested, the Vendor shall submit the reason for the proposed change. Any changes in the Partner/Teaming Arrangement shall be subject to review and approval by the Department. The Department shall have sole discretion in determining whether or not the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

6.4 Description of Work

The PTC system includes the entire 61.35 miles of the CFRC territory. Configuration and installation will require coordination with the IOS and Phase 2 South construction and design contractors, and with the O & M contractors. Such work shall be in conformance with CFRC Operating Rules and as specified in the Technical Specification. This Project shall be constructed entirely within the limits of the right of way owned by the Department.

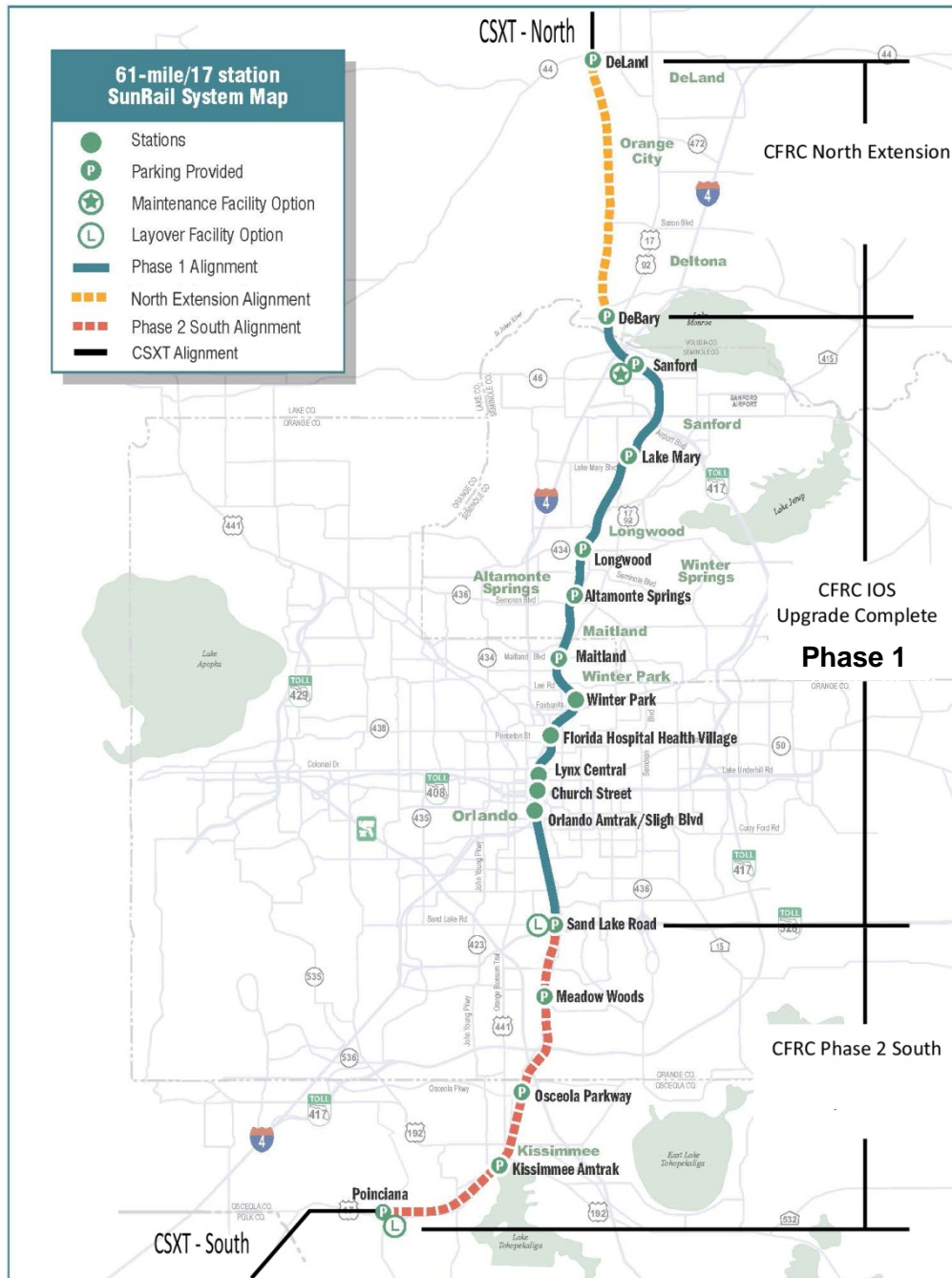


Figure 1- CFRC Segment Track Layout

7.0 System Components

The vendor shall provide a complete PTC implementation that contains four main system components; the back office system, the onboard system, the wayside system, and the bi-directional communications transport system. The PTC system shall be in accordance with the PTCDP FRA Type Approved – FRA-TA-2001-02.

7.1 Back Office Segment

The Vendor shall be responsible for providing the PTC Back Office Segment as a Hosted Back Office Segment including all components required for a complete the Back Office system. The Vendor shall facilitate and coordinate the build out this infrastructure and interface. The Vendor shall be responsible to procure, install, and test all hardware infrastructure required to interface with the Dispatch System and the Communications Segment. The Back Office Server (BOS) should store, process, and act on information received from the Dispatch System, the Locomotive Segment, Wayside Segment. The BOS

database shall maintain information on trains, tracks, work zones, and speed restrictions and will issue movement notifications to the locomotives. The BOS will contain a database of information that will be used to calculate the safe braking distance throughout the CFRC territory. The Locomotive Segments of all railroads operating along the CFRC will communicate continuously and concurrently with the BOS.

7.2 The Locomotive Segment

The Train Management Computer (TMC) located on the locomotive shall receive the movement authorities/notices from the Back Office Segment and notify the engineer of changes in the speed limit or other safety concerns. The TMC is a combination of software and hardware that monitors and controls train movement if the train engineer fails to respond to the audible/visual warnings. The TMC shall provide information to the train engineer through a display of the wayside and onboard systems and shall control the train through connections to the locomotive operating equipment. The Locomotive Segment shall use the 220 MHz radio as primary communication path to the BOS and shall provide for a backup cellular path.

7.3 The Wayside Segment

The Wayside Segment shall encompass the signaling equipment including signal aspects, switches positions, and track circuits information. These devices shall connect to a wayside communication device and shall transmit information about the wayside equipment to the BOS for processing. The Wayside Interface Units and PTC radios shall allow the Wayside Signal system to communicate with the BOS and Onboard systems, which through PTC can stop the train in the event of human error. Once integrated, the Department's PTC system will perform a secondary check of the signal status and will stop the train if the engineer fails to respond to a signal. The Vendor is responsible for performing all Survey and GIS Mapping required to produce an FRA accepted SubDiv file for the CFRC.

7.4 The Communication Segment

The Vendor shall be responsible for providing a Communication Segment between the Back Office Segment, the Locomotive Segment, and the Wayside Segment. The Vendor shall use the Department's fiber optic network to provide connectivity between the BOS and a wayside 220 MHz radio system. The 220 MHz radio shall provide coverage of the entire CFRC corridor to provide constant communications with any Railroad's equipment operating on the CFRC. The Vendor shall use the Department's fiber optic network to provide connectivity to all wayside signals locations necessary to provide communications between the Wayside Segment and the BOS.

7.5 Computer-Aided Dispatching System (CAD)

The Vendor shall be responsible for integrating the CAD system into the PTC System, The BOS will process data provided by the CAD system to enforce restrictions placed on train movements by the Dispatchers, including but not limited to, temporary speed restriction and grade crossing speed restrictions.

7.6 Interoperability

The PTC shall be interoperable with Amtrak and CSXT PTC Locomotive Segments and shall be compatible with the Meteorcomm ITCnet platform for wireless communications. The Vendor shall identify and assist the Department with pursuing all licensing and leases required for the PTC System including but not limited to the Meteorcomm and 220MHz licensing.

8.0 System Architecture

8.1 Software Licensing and Maintenance Agreements

The Vendor shall identify and provide any end-user licensing agreements, not acquired by the Department, to the Department for execution with any third-parties that is necessary to install and implement the PTC. The Vendor shall also identify any software maintenance agreements the Department will be required to execute with any third-parties in order for the Vendor to install and operate software necessary to install and implement the PTC.

8.2 Software Updates

As software updates become available, the Vendor shall provide all services, training, and support required installing such updates, if necessary, at no additional cost to the Department through the end of the Contract Term. The Department shall have the right to refuse to install any such updates if such updates would interfere with the Department's operations.

8.3 Technical Support - Warranty Provisions

Prior to the beginning of the Warranty Period, the Vendor shall provide technical assistance and shall remedy any failure, malfunction, defect or non-conformity in the software provided by the Vendor, at no additional cost to the Department. The Vendor should immediately report any known failure that will interfere with normal operations to the Department.

The Vendor shall provide a technical assistance telephone number that shall be staffed twenty-four (24) hours a day, seven (7) days a week. A technical person shall be available at that telephone number to provide telephone support for system or network problems and failures, and general troubleshooting of reported problems. Such a person shall be trained, qualified and capable of troubleshooting and resolving problems that may be routinely encountered in the use of the Vendor's provided software and network.

If a problem is not resolved by telephone within four (4) hours, the Vendor shall be required to provide an on-site software technician within three (3) hours. All software problems must be resolved within twenty-four (24) hours of the initial telephone call.

8.4 Data Security and Redundancy Requirements

All data in the possession of the Vendor shall be locally and enterprise-wide secured. File transfer security shall be demonstrated and approved by the Department and must adhere to State statutes, Department policy, and Information Technology directives governing data security.

9.0 Timeframe and Benchmarks for Installation and Implementation

The Vendor shall develop a Project Schedule using Primavera Project Planner (P6) latest version for Microsoft Windows 7 (or higher environment) or the Department approved alternative software.

Master Schedule

The Vendor shall coordinate with all stakeholders to develop, maintain, and administer the Project Schedule. The plan and procedures for developing and managing the Project Schedule shall be defined in the Project Management Plan outlined in the Technical Specification. The Vendor shall develop and maintain a Project Schedule with deliverables and milestones for the overall program. The schedule and key milestones shall provide the Department with clear information about the development and execution of the various elements of the project and clearly describe the steps the Vendor will take to ensure project completion by the FRA regulatory deadlines.

Within 21 days of the Contract Notice to Proceed, the Vendor shall host a meeting and provide a comprehensive review of the philosophy and strategy for development of the Baseline Contract Schedule (BCS) with the intent of enabling the parties to reach agreement on an accepted BCS. Within 60 Calendar Days following the Contract Notice to Proceed, the Vendor shall submit a detailed BCS and Basis of Schedule Report for review and acceptance.

10.0 Point of Contact

The Vendor shall appoint and make known to the Department the name and telephone number of the individual responsible for the successful implementation of this contract.

11.0 Inspection of Vendor's Facilities

The Vendor shall allow authorized employees of the Department to visually inspect the internal security of their operation upon prior notification by the Department. After the inspection is completed, the Department will notify the Vendor in writing of any internal control weaknesses that are noted. The Vendor shall make every effort to correct valid internal control weaknesses within a ten (10) day period.

12.0 Training

The Vendor shall provide a comprehensive training program to ensure that all the new software, hardware, and interfaces being introduced as part of the Project are clearly documented and CFRC personnel trained so that the PTC system is easily maintainable. The training must be planned to be as much hands-on as possible so that CFRC have maximum familiarization with the software, hardware, and interfaces being introduced. All training programs shall be in accordance with 49 CFR Part 236 Subpart I.

13.0 Project Requirements and Provisions for Work

13.1 Compliance with Applicable Local, State, and Federal Laws, Regulations, and Procedures

The services performed by the Vendor shall be in compliance with all applicable Local, State, and Federal Laws, Regulations, and Procedures, including applicable Manuals and Guidelines of the Department, Federal Railroad Administration (FRA), OSHA, and additional requirements specified in this document and the Technical Specification which are hereby incorporated into and made part of this Scope of Services.

13.2 Environmental Permits

The Vendor is responsible for obtaining any Environmental Permits that may be required in the performance of their work.

13.3 Railroad Coordination

The Vendor is responsible for coordinating track outages and work windows with the Department and shall provide a minimum of 90 days advance notice to the Department to enable notification to Amtrak, CSX Transportation, Inc. and FCEN of any physical signal system changes in the field required to the existing signal system. The Vendor shall be responsible for coordination, through the Department, for all interoperability testing between CFRC and its tenant railroads. The Vendor shall be responsible for assisting the Department in creating documentation required for Operating Rules and Bulletins for the implementation of the PTC System.

The Vendor shall provide all required railroad Roadway Worker Protection services for configuration and construction activities within the corridor including, but not limited to, CFRC RWP training. The Vendor shall require all personnel who are working on the CFRC to carry eRailSafe Shortline credentials for the

CFRC and shall be solely responsible for obtaining employee verification. The Vendor is required to coordinate with the Department in the preparation and implementation of a project specific Construction Safety Plan to establish the roles, responsibilities and communication requirements and protocols for all organizations working within the project corridor and construction safety requirements under OSHA. Once the Construction Safety Plan is accepted by the Department, the Vendor must comply with all requirements of said plan including signing an agreement with all plan participants.

13.4 Verification of Existing Conditions

The Vendor shall be responsible for verification of existing conditions, including research of all existing Department records and other information.

By execution of the contract, the Vendor specifically acknowledges and agrees that the Vendor is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to perform the work under this agreement and that any information is being provided merely to assist the Vendor in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

13.5 Submittals

All submittal requirements are detailed in the PTC Technical Specification.

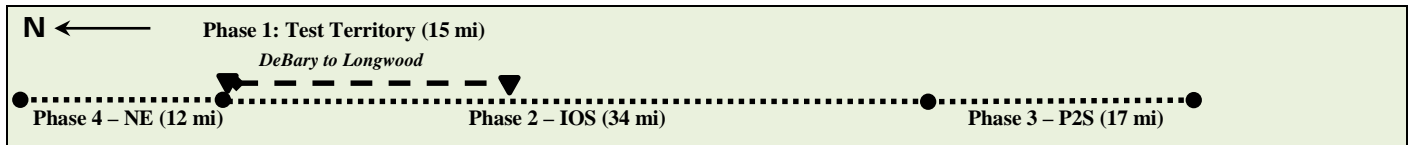
13.6 Staged Implementation

The Vendor shall provide all services required for FDOT to comply with the requirements of the 49 CFR Part 236, Subpart I up to and including PTC System Certification through the submission of an acceptable PTC Safety Plan and entering into Revenue Service Demonstration for all segments. The PTC technology shall be installed on the entire corridor as a complete system and shall be implemented in four phases with the Test Territory as provided below undergoing Revenue Service Demonstration by the end of 2018.

Phases of Implementation

Phases	Location	Mile Post (MP) Limits	Approximate Number of Miles	Description
1	Test Territory (Within IOS)	A 761.81 – A777.60	15	Double Main Line
2	Phase 1 (IOS)	A761.81 – A796.63	34	Double Main Line
3	Phase 2 South	A796.63 – A813.82	17	Double Main line
4	North Extension	A749.56 - A761.81	12	Single Main Line

Installation of all equipment, training and system configuration shall be completed by December 31, 2018 in accordance with FRA requirements and regulations. The Vendor shall request authorization from the FRA to begin integration testing of the Test Territory and shall apply to the FRA to enter into Revenue Service Demonstration prior to the fourth quarter of December 31, 2018.



Not to Scale

Final Implementation shall be completed in accordance with FRA requirements and regulations.

15.0 Warranties

15.1 Vendor's Warranty

In addition to any warranties implied by law and to any warranties assigned to the Department, Vendor warrants that all products, material, supplies, and equipment provided to the Department under this Agreement or which are incorporated into or are consumed in the project in any way shall conform to all samples and shop drawings provided, shall be free from defects in materials and workmanship, and shall be fit for the purposes for which they are intended. This warranty shall apply to each component of any assembly and to any assembly as a whole. In the event a defect, malfunction, or other failure not caused by misuse or third party acts not contemplated occurs during the warranty period, including, but not limited to failure to function adequately and fully for the purposes for which the warranted item was intended, Vendor shall repair the warranted item if repair can be made on site within a reasonable time from receipt of notice of the occurrence. If repair cannot be made within a reasonable time from receipt of notice of the occurrence, Vendor shall replace the warranted item on site within a reasonable time from receipt of notice of the occurrence. In determining a reasonable time for repair or replacement, matters unique to the Vendor, such as office location or availability of personnel, shall not be considered. In the event that the Department determines that public health, safety, or welfare requires temporary measures to continue safe functioning of the facility of which the warranted item is a part, Vendor shall provide temporary items or take other temporary measures as the Department deems necessary. All repairs, replacements, and temporary measures shall be at the sole cost and expense of the Vendor, without any charge to the Department. If the Vendor fails to comply with Vendor's obligations under this

warranty, Vendor shall be liable to the Department for all damages associated with the Vendor's breach hereof and damages associated with the initial occurrence from the date of the occurrence. Damages shall include, but shall not necessarily be limited to, costs incurred in repairing or replacing warranted items, as well as incidental and consequential damages suffered by the Department. This warranty shall be for one (1) calendar year, which calendar year shall commence for the Test Territory when Revenue Service Demonstration (RSD) has been in operation for (6) six months and for remaining part of the system when the last segment for RSD has been in operation for six (6) months.

15.2 Warranty Conditions

Without limiting the generality of the warranty described in 15.1 above, the following terms and conditions shall apply to said warranty:

- A. Vendor shall provide hardware and software defect and failure service and technical support of all products and systems supplied under this Agreement. Vendor shall provide the Department with a telephone number to which problems can be reported 24 hours per day, 7 days per week. If the problem as characterized by the Department is sufficiently severe that the system is wholly or substantially inoperable, the Vendor shall respond to the notice of the problem within 2 hours of notification. The Vendor shall commence on-site remedial efforts to resolve the problem most expeditiously, as soon as possible and in no event later than an additional 2 hours after the Vendor responds to the notification of the problem. The Vendor shall have an additional one (1) hour to replace any LRU.
- B. If the system problem, as characterized by the Department, is less severe than that described in the preceding paragraph, the Vendor has 8 hours in which to make its initial response to the problem. The initial response from the Vendor shall be made by a knowledgeable technician familiar with the system and, at a minimum, shall acknowledge receipt of the Department notification and inform the Department of the steps the Vendor intends to take to resolve problem.
- C. Initial on-site responses to less severe problems shall conform to the following for hardware problems:
1. A maximum 24 hour on-site response time 7 days per week for critical processors and peripherals and critical network equipment, to the extent that backup or redundant systems are functional.
 2. Two (2) day on-site response time, 8 hours per day, 5 days per week for non-critical processors, peripherals, workstations, network equipment and local PC-based consoles.
 3. Once a problem is demonstrated, qualified service personnel shall be dedicated full-time to correcting the problem until the problem is resolved.
- D. For software related problems for less severe problems, the response may include Technical assistance in the form of trouble-shooting or program repair and shall meet the following service levels; telephone consultation with knowledgeable personnel shall be available within 6 hours during non-business hours; the warranty period shall include regular phone support for critical and non-critical issues during regular business hours; remote troubleshooting via the remote diagnostic port shall be available within 6 hours and on-site support shall meet the same criteria as for hardware problem resolution, when deemed necessary by the Department, at no additional cost to the Department. In its sole discretion, the Department may select the Vendor-recommended method, or any other method of correcting the discrepancy or defect, and the Vendor shall correct the discrepancy or defect using the method selected by the Department. Provided the Vendor has recommended a method of correcting the

discrepancy or defect that complies with this Agreement, the Department shall reimburse the Vendor for any difference in cost to the Vendor (as determined by the Department in its reasonable judgment) between the selected method and the proposed method, provided that an amendment to this Agreement providing for said payment is executed prior to the beginning of the work. The Department can escalate the severity level at their discretion upon notification to the Vendor by a duly authorized manager to be identified prior to Conditional Acceptance.

E. In circumstances in which the Department determines that it would be inefficient or impractical for the Vendor to perform the corrective work, or in which the Department determines that the Vendor is not or might not perform the corrective work in the manner or within the time required by this section, or by the time constraints of the situation, the Department reserves the right to perform the corrective work itself, or to select another firm or entity to perform the corrective work. Such corrective work by the Department or another firm or entity shall be at Vendor expense, provided that the Vendor is kept informed as to the details and costs of any such corrective work. Any other party performing such corrective work will be required to warrant the corrective work performed to the Vendor under the terms of this section; the Vendor's warranty to the Department shall remain in full force and effect. Unless otherwise required by the Department, the Vendor shall perform the corrective work required to satisfy the warranty as rapidly as practicable.

F. If the PTC system or system segment is out of service for more than 48 hours because of the failure of the Vendor to make available any item, part, or component necessary to perform warranty work, or correct any other warranty deficiency that prevents use of PTC system in service, the warranty period for PTC system shall be extended by one day for each day beyond 48 hours that the item, part, or component is not delivered, or the deficiency is not corrected.

G. If any single failure mode develops (as distinct from failures due to all or various causes) on a single Line Replaceable Unit (LRU), system or component and in which the rate of such failure reaches 5 % of the population of the item or of any segment of the PTC system in any 12 month period prior to the expiration of the warranty period, the Vendor shall provide repairs, adjustments, or reconfigure and replacement at no cost to the Department on 100% of units concerned, not just the failed units. Such correction shall include correction to all LRU, system elements or components.

H. If cumulative failures of any kind in LRUs, systems, devices, apparatus, components and parts of the same application affects 10 %, of the PTC system in any 12 month period prior to the expiration of the warranty period, the Vendor shall demonstrate by analysis that the failures were not the result of defects in configure, application, workmanship and/or material. If the Vendor fails to make such demonstrations, the Vendor shall reconfigure and replace (repairs and adjustments do not constitute reconfigure) the affected system, device, apparatus, component, and part to correct the problem and prevent further related failures of the PTC system. The Vendor shall perform such tests as the Department may deem necessary to verify that such reconfigure complies with the requirements of this Agreement. All costs associated with such reconfigure, testing and repair, including removal, replacement, reinstallation, shall be borne by the Vendor. Such reconfigures and tests shall be subject to approval by the Department. Systems, devices and apparatus shall be the target of the reconfigure only if the failure mode cannot be allocated to a LRU. Any retrofit, modification, reconfigure, or replacement work performed under warranty on any segment, element, equipment or component of the PTC system during the warranty period for the PTC system, shall be guaranteed against material, configure and workmanship defects for one (1) additional year from date of repair or replacement. In no case shall the corrections, under the warranty or otherwise, of defects in configure, workmanship and/or materials, result in an increase in maintenance requirements, work or cost to the Department without Department approval.

- I. Department owned parts shall not be used for warranty purposes without the expressed approval of the Department. Any Department owned parts used for warranty purposes shall be promptly replaced with new parts or, subject to the Department written approval, with reconditioned or repaired parts.
- J. Any changes in the configuration, workmanship and/or material on the PTC system as delivered shall be approved by the Department and the Vendor shall revise the affected drawings and manuals to include the changes. These revisions shall be submitted to the Department no more than 30 days after approval of the change.
- K. Corrective actions during the warranty period include, but are not necessarily limited to:
1. Warranty work shall be acknowledged and monitored by the parties using a work order system.
 2. The Vendor shall provide all labor to perform all retrofit programs, correction of systemic defects, and reliability program corrective actions.
 3. The Department will send the Vendor a written notice of observed defects or failures with reasonable promptness, but in any event no later than 30 days after observing the defect or failure. Unless otherwise directed in said notice, the Vendor shall commence corrective work or provide supervision, at the time specified by the Department but in no event later than 2 calendar days following notification by the Department of the defect or failure. The Vendor shall advise the Department before commencing the corrective work, and shall be prepared to demonstrate the work to the Department and diligently pursue such corrective work to completion. To prevent delays and disruption to Department operations, the Department shall have the right, when practical and feasible in its opinion, to continue use of any such goods, equipment, subsystems and work deemed defective or unsatisfactory, until such can be taken out of service pursuant to the corrective work hereby undertaken by the Vendor.
- L. In the event a defect or failure, in the opinion of the Department, constitutes an emergency that will jeopardize or impair the operations and schedules of revenue service, then in that event the Department will provide the Vendor both oral and written notice thereof and the Vendor shall commence corrective work within 24 hours after receipt of written notice. Nothing herein shall be construed as preventing Department forces from immediately commencing corrective work, provided all such corrective work is performed in accordance with the Operations and Maintenance Manuals furnished by the Vendor. The Vendor shall reimburse the Department for costs of labor, fringe benefits and overhead at the prevailing rates when the work is performed. The Department shall advise the Vendor of the current rates. Any corrective work by Department forces shall not be construed to invalidate Vendor warranties and other provisions contained in this section.
- M. Under such emergency conditions, the Vendor, with approval of the Department, may utilize spare parts from Department spare part inventory, provided the Vendor agrees to replace each and every spare part so used under terms with a new part within the time period to be prescribed by the Department.
- N. Vendor shall maintain, at a minimum, 3 qualified representatives, unless a lesser number is approved by the Department in writing, to be available for the corrective work under the warranty and to provide guidance as required by the Department. At a minimum, this guidance will be available for all Periodic Inspections during the warranty period. The Vendor representatives shall be qualified field Project Managers, knowledgeable in the repair and maintenance of the PTC System. The field engineers shall be available on 24 hour notice until the expiration of the warranty period and the completion of all warranty work. The field engineers shall follow up on all warranty claims and shall assist the Department

in the resolution of any maintenance problems. Should the Vendor contest any warranty claim, the field engineer and the Department shall make a joint inspection, with a written report made by the Field Engineer to the Department concerning the Vendor proposal to resolve the claim. The Department shall review the proposal and if found acceptable, the Vendor shall proceed in correcting the defective work. If the Department does not accept the proposal, the Vendor shall proceed in accordance with the Department instructions and the matter shall be treated as a dispute.

O. Replacement parts and repairs provided pursuant to corrective work hereunder shall be subject to prior approval of the and shall be tendered and performed in the same manner and extent as items originally delivered. Any warranty work shall be accomplished with a minimum of disruption of Department operations and its facilities. The Department will make every reasonable effort to make such facilities available to the Vendor consistent with Department operational requirements. The Vendor, at its sole expense, hereby agrees to bear all costs of corrective work which shall include, but not be limited to necessary disassembly, transportation, reassembly, repair or replacement of the defective goods, supplies, subsystems, parts, equipment and work.

P. In the event the Vendor is required to perform warranty work and is unable or fails within the time prescribed to commence and diligently pursue and complete the corrective work, the Department is by this provision authorized by the Vendor, at the option of the Department and upon written notice to the Vendor, to contract with another or to use its own forces for the performance of the warranty work. The costs of such work may be deducted from monies due, or to become due, the Vendor. If no monies are then owed the Vendor, the Department shall invoice the Vendor for such costs, and the Vendor shall either pay the invoice within 30 calendar days of its receipt or said monies shall be deducted from the next milestone payment due the Vendor. The Vendor hereby agrees to reimburse the Department for all costs and expenses in connection with such corrective work.

15.3 Third Party Warranties

Vendor, by execution of this Agreement, assigns to the Department any and all manufacturers' or other sellers' warranties that come with any products, material or supplies which are incorporated into or are consumed in the project in any way. To the extent that any such warranties do not extend to subsequent purchasers or owners or such warranties contain a limitation on assignment, Vendor agrees that Vendor purchased the products, materials and supplies on behalf of the Department with the intent that the Department be the intended recipient of any warranties. All documents associated with or describing any such warranties shall be delivered to the Department along with the other project final acceptance documents and shall be deemed to be a part of the required final acceptance documentation. Vendor shall not take any action or fail to act in any way which voids any such warranties. All subcontracts shall contain a similar provision which requires subcontractors to assign any such warranties to the Department and Vendor shall deliver written assignments from such subcontractors along with the delivery of other warranty documentation under this provision. Unless expressly waived in writing by the Department, no such assigned warranties shall expire prior to the date of expiration of the general warranty set forth above, nor shall it contain any terms substantially different than required under this Agreement. The Department, by accepting the assigned warranties, in no respect waives any of its rights against the Vendor, and should there be a failure of the warrantor to honor any such warranty or a failure of the Vendor to secure any such assignment for the Department, the Department may, in its discretion, enforce any such rights against the Vendor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 09/16
Page 1 of 8

Agreement No.: _____

Financial Project I.D.: 412994-5-52-01

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.: HB 5001/1934B

Procurement No.: RFP-DOT-16/17-9010-GH

D.M.S. Catalog Class No.: 25174800, 25172100

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 Positive Train Control for the Central Florida Rail Corridor, _____, 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

Sunrail Chief Executive Officer

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 See Exhibit "A", Scope of Services , whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. 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 reprourement 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 per person and \$ 300,000 each occurrence, and property damage insurance of at least \$ 200,000 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:

**District 5 Florida Department of Transportation, District 5 -
Office of General Counsel, 719 South Woodland
Blvd., Deland, FL 32720, (386) 943-5000,
D5prcustodian@dot.state.fl.us**

- 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. 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.
- I. 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.
- 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", Technical Scope Positive Train Control, Exhibit "E", Software Code and Design Material Escrow Agreement
Other Provisions:
- M. Other Attachments: DMS Forms PUR 1000 and PUR 1001 as redacted,
Appendix II, Information Technology Resources, Exhibit "F", Insurance Provisions for Rail Projects

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

BY: _____
Authorized Signature

(Print/Type)

Nicola Liquori, CPA

(Print/Type)

Title: _____

Title: SunRail Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

Exhibit B
Method of Compensation

Positive Train Control for the Central Florida Rail Corridor

Financial Project ID No. 412994-5-52-01

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Vendor for the services and commodities described in the contract documents and the method by which payments will be made.

2.0 COMPENSATION

This contract is for a Turn Key Positive Train Control system. For the successful delivery of the Positive Train Control System delivered in accordance with the contract documents and accepted by the Department, the Department will pay the Vendor \$_____ This is a Term Contract for a defined product whereby the Vendor agrees to furnish the services and commodities by the prescribed date. Subsequent to contract execution the Department will issue Notice to Proceed for the commencement of production and delivery of this commodity. Execution of this Agreement does not guarantee that the work will be authorized.

The Department, based on need and availability of budget, may increase the Contract amount by amendment. At the Department's option additional commodities may be added to the contract through one or more written authorizations or supplemental amendments, contingent upon legislative appropriation and budget approval.

Details of Compensation

2.1.1 Required Services, Positive Train Control System

For the services and commodities defined in the contract documents the Vendor shall be paid in accordance with Table 1 Milestone Schedule of Payment Values.

2.1.3 Spare Parts and Maintenance Tools

The Department may purchase spare parts and Maintenance tools necessary for the successful operation and maintenance for the Positive Train Control System. The Quantity and delivery location and date of delivery for each item shall be at the sole discretion of the Department. Additional Spare Parts may be purchased for a total cost equal to cost per part plus 2 percent.

2.1.4 Liquidated Damages

The Vendor acknowledges that failure to complete the services by the completion date designated in the Technical Specification and Exhibit "A" Scope of Services 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 in the contract documents, the Department may exercise the remedy of liquidated damages against the Vendor, in the amounts shown below. 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. Liquidated Damages will be assessed and deducted from the monthly invoice.

Amount of Liquidated Damages: Applicable liquidated damages are the amounts established below:

Milestones	Amount
Failure to complete PTC system installation on test territory, equipment and training where PTC is required prior 12/31/2018.	\$16,000 per day per track segment
Operating in PTC territory a controlling locomotive without a required and operative PTC onboard apparatus.	\$16,000 per day per locomotive/cabcar trip
Failure to install a PTC system in accordance with subpart I when so required (PTC Implementation Plan (PTCIP) Requirements).	\$11,000 per day, per PTC system
Failure to file PTCIP when required.	\$5,000 per day
Missed Trips during Revenue Service Demonstration	\$900 for each missed SunRail trip during Revenue Service Demonstration. A missed SunRail trip is a daily scheduled one-way trip that does not start or complete the trip as published in the schedule, but is a result of circumstances under the Vendor's control. These damages are mutually exclusive from and in addition to the damages associated with failure of the Vendor to complete the work within the required Contract Time.

3.0 INVOICING PROCEDURE

The Vendor will be eligible for progress payments under this Agreement at intervals not less than monthly or when individual tasks or milestones defined in Table 1 - Milestone Schedule of Payment Values are completed or reached.

The Vendor shall provide a certificate at the time of each milestone as indicated in Table 1, Milestone Schedule of Payment Values, certifying the amount of work completed by the Vendor. For payment approval by the Department, all invoices must be in compliance with all requirements of the Contract Documents.

Payments shall be achieved and become eligible for payment in accordance with Table 1 - Milestone Schedule of Payment Values. The Vendor shall submit with each invoice certification that all requirements of each milestone have been completed and approved

by the Department. The Department shall verify that all deliverables meet the requirements of the contract documents.

Payment for spare parts shall be achieved and become eligible for payment at such time as the Department confirms in writing that all part specified have been delivered and accepted by the Department.

Documentation must be on file with the Vendor and forwarded to the Department to support the invoiced costs. The Vendor shall maintain books and records as related to this Agreement in such a manner that supports each invoice.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Vendor will permit the Department to perform or have performed an audit of the records of the Vendor and any or all sub-vendors to support the compensation paid the Vendor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Vendor under this agreement are subsequently properly disallowed by the Department because of accounting errors or changes not in conformity with this Agreement, the Vendor agrees that such disallowed costs are due to the Department on demand. Further, the Department will have the right to deduct from any payment due the Vendor under any other Agreement any amount due the Department.

5.0 PAYMENT SCHEDULES

The Milestone Schedule of Payment Values is for Construction only and is shown in Table 1. Each milestone listed in Table 1 shall be completed and accepted by the Department prior to submitting an invoice for payment.

Ongoing Hosted Service payments shall be submitted monthly for the Term of the Contract. A separate Amendment shall be prepared that outlines the terms and conditions of such monthly payments.

Table 1 - Positive Train Control for the Central Florida Rail Corridor Milestone Schedule of Payment Values			
	Milestone Description	Achievement Requirement	Task %
1	Mobilization, Completion of Project Execution	Delivery of Bonds, Insurance and Baseline Contract Schedule	2%
2	Planning Documentation	FDOT approval of Project Execution Plans – Project Management Plan (PMP), Project Schedule, CDRL List, System Implementation Plan (SIP), Document Control Plan, Software Project Management Plan, Quality Management Plan, Software Quality Assurance Plan, Configuration Management Plan, Configuration Items List, Software Configuration management Plan, Software Verification and Validation Plan, Reliability, Availability and Maintainability Program Plan, Master Test Plan, Master Training Plan and Product Safety Plan, Site Specific Work Plan (WP), Weekly Site Specific Work Plan (WSSWP), Risk Management Plan, Specification Review Report (SRR) and Requirements Traceability Matrix (RTM). Product Safety Plan, Approval method to manage all project correspondence, submittals, FRIs, reports, etc. that will be used to facilitate the exchange of documents between the department and the vendor. Submittals list, CDRLs shall be submitted.	3%
3	Completion of Preliminary Design Review and Acceptance	FDOT approval of Preliminary Design - Subsystem Functional Description for each subsystem completed and approved; Preliminary design review packages (Architecture, software, hardware and equipment) completed including Spectrum Usage Preparedness Plan, Electromagnetic Compatibility (EMC) Control Plan, Fire Safety Analysis and Test Plan, Traceability and Serialization Plan, GPS Track Survey	3%
4	Completion of Hardware and Software Final Design Review and Acceptance	FDOT approval of Final Design review for hardware and software design including RTM, mapping updates, documentation, Database Design Document, Software Configuration Items List, Line Replacement Units Test Documentation, System Design Implementation, Software Documentation including requirements Specification, Traceability matrix, design descriptions, and Verification and Validation Report, Reliability, Accessibility maintainability and System Safety, Testing (Qualification Testing, Production Testing, Field Testing, Integrated System and Commissioning Testing), Design Requirements and traceability Report, Actions CDRLs and Correspondence .	4%
5	Completion of Hardware and Software Critical Design Review and Acceptance	FDOT approval of Hardware and Software Critical Design – All action items, issues and concerns identified during the Final Design Review phase have been satisfactorily resolved and revised design documentation and drawings have been received.	4%
6	Completion of Factory Integration Segment and System Testing and Demonstration	Test Readiness Package submitted prior to Factory Acceptance Testing on each PTC system component, Quality Management Plan, Software Quality Assurance Plan and Configuration Management Plan require approval and implementation. Software Verification and Validation including Software Verification and Validation Plan for Departmental Approval and Failure Reporting, Analysis and Corrective Action System (FRACAS). All software testing for each PTC subsystem or segment shall be submitted prior to the beginning of Factory Testing Activities. Functional Performance Tests, Unstructured Testing, Integrated System Lab Tests and Integrated System Test, Site Acceptance Testing, Revenue Service Demonstration Testing all segments. Upon demonstration acceptance of all segment software and hardware that is fully tested before release to the field. Includes development of infrastructure database and verification and validation of all subsystems and systems.	4%
7	Commence and Complete installation of Communications	Upon receipt of all Material, Equipment on site for Communications Segment installation; completion of site mobilization and installation	6%

**Table 1 - Positive Train Control for the Central Florida Rail Corridor
Milestone Schedule of Payment Values**

	Milestone Description	Achievement Requirement	Task %
	Segment	sequence and schedule are approved by FDOT. Installation Plan submitted for each subsystem for FDOT approval including interoperability and coordinate with all tenants as well as PTC-220 and tenant railroads and documenting the RF interoperability in an RF Interoperability Report Prorated payments will be provided for complete material kits delivered on-site versus total number of location kits required. Invoice periods will not exceed one per month. Upon Completion of Inspection of approved installation of Equipment configuration; upon FDOT approval of report that certifies all equipment has been installed and interconnected properly for the Communications Segment; test procedures are submitted and approved by FDOT. Payments will be prorated on percent of locations completed and validated versus total installation locations required for a given invoice cycle. Invoice periods will not exceed one per month.	
8	Commence and Complete Installation of Locomotive Segment	Upon receipt of all Material, Equipment on site for Locomotive Segment installation; the installation sequence and schedule are approved by FDOT. Prorated payments will be provided for complete material kits delivered on-site versus total number of location kits required. <i>Invoice periods will not exceed one per month.</i> Upon confirmation of complete inspection of installed equipment necessary to commence all static, dynamic, integration, and functional testing including verification and validation of the performance of the braking algorithm through verification and validation tasks and Plan for FDOT review and approval. Upon approval of report that certifies all equipment has been installed to the satisfaction of FDOT. <i>Payments will be prorated on percent of vehicles completed and validated versus total installation locations required for a given invoice cycle. Invoice periods will not exceed one per month.</i>	6%
9	Commence and Complete Installation of Wayside Segment – Test Territory	Upon receipt of all Material, Equipment on site for Wayside Segment installation; completion of site mobilization and installation sequence and schedule are approved by FDOT. <i>Prorated payments will be provided for complete material kits delivered on-site versus total number of location kits required. Invoice periods will not exceed one per month.</i> Upon Completion of Inspection of installation of approved Equipment configuration; upon approval of report that certifies all Equipment has been installed and interconnected for the Wayside Segment; test procedures are submitted and approved by FDOT. <i>Payments will be prorated on percent of locations completed and validated versus total installation locations required for a given invoice cycle. Invoice periods will not exceed one per month.</i>	5%
10	Commence and Complete Installation of Wayside Segment	Upon receipt of all Material, Equipment on site for Wayside Segment installation; completion of site mobilization and installation sequence and schedule are approved by FDOT. <i>Prorated payments will be provided for complete material kits delivered on-site versus total number of location kits required. Invoice periods will not exceed one per month.</i> Upon Completion of Inspection of installation of approved Equipment configuration; upon approval of report that certifies all Equipment has been installed and interconnected for the Wayside Segment; test procedures are submitted and approved by FDOT. <i>Payments will be prorated on percent of locations completed and validated versus total installation locations required for a given invoice cycle. Invoice periods will not exceed one per month.</i>	6%
11	Commence and Complete GIS Survey with Field Validated and Verified SubDiv File	Provide an accurate and functional Subdiv File that has been tested and verified in format approved by FDOT. Shall further provide all training for such surveying.	5%

**Table 1 - Positive Train Control for the Central Florida Rail Corridor
Milestone Schedule of Payment Values**

	Milestone Description	Achievement Requirement	Task %
12	Commence and Complete Development of PTC Back Office	Provide a hosted back office that includes all parameters from Employee Credential Database, train location and status, conflicting track assignment checks, wayside status database, onboard database, data exchange with tenant and adjacent railroads, communications status database, wayside and onboard message routing, WUI/Train messages, Network management system, communication path monitoring, alarms, automatic software process restart, redundant data storage and licensing for software.	6%
13	Commence and Complete Delivery of PTC Enabled Dispatch Office	Dispatch User Interface (DUI) Location Study Report and Site Survey Report submitted and approved by FDOT. Upon PTC DUI implementation, testing, cutover and installation and without impact to or degradation of current rail operations or maintenance activities and upon approval by FDOT.	5%
14	Delivery of PTC Lab	The proposed arrangement, functionality, communication channels, user manuals and capabilities of the test lab shall be approved by FDOT. The test lab shall be delivered and fully functional four months prior to commencing any field testing. The Test lab shall have the most current configuration during the duration of the contract.	4%
15	Commence and Complete Laboratory Integration Test	Upon receipt of all Material, Equipment installation for start of Laboratory Integration tests; completion of Test procedures and testing schedule are approved by FDOT. Upon Completion of all Laboratory Integration Tests needed to commence field integration testing; Includes the Dispatch-BOS interface; test results are submitted and approved by FDOT.	6%
16	Completion and Approval of FRA Test Waiver	Submit test waiver to FRA for FRA testing and inspection in accordance with FRA guidelines and obtain approval from FRA.	2%
17	Commencement of PTC System Integration (FRA) Testing	Upon FDOT approval of Integration Test Plan, cutover test plan, and upon completion of each segment static functional integrated testing,	3%
18	Completion and Approval of RSD Application – Test Territory	Receive approval from FRA to enter into RSD.	4%
19	Completion and Approval of RSD Application – remaining system	Receive approval from FRA to enter into RSD	2%
20	Completion of PTC System Safety Plan (Per FRA Requirements to include but not limited to Training Plan, Configuration Management Plan, etc.)	Upon FDOT approval of the final PTC Safety Plan	2%
21	Approval of PTC System Safety Plan	Receive approval from FRA	5%
22	Completion of Field Integration Testing and Commence Field Qualification Testing.	Upon Completion of all field Qualification Tests (FQT) needed to commence field qualification testing; test results are submitted and approved by FDOT; Notification and Scheduling of FQT with FRA and FDOT; acknowledgement by FRA to begin FQT	3%
23	System Acceptance	System Acceptance as defined as RSD	3%
24	Final Acceptance	Meet all prerequisites described in the Scope of Services related to Final Acceptance; complete all project close-out activities; receive Final Acceptance notification from FDOT.	4%
25	Completion of Warranty	Complete warranty terms of the Contract; submit related documentation to FDOT and receive confirmation from FDOT regarding completion of Warranty Period.	3%
	Contract Total		100%

POSITIVE TRAIN CONTROL FOR THE CENTRAL FLORIDA RAIL CORRIDOR

EXHIBIT "E"

SOFTWARE CODE AND DESIGN MATERIAL ESCROW AGREEMENT

This Agreement made this ____ day of _____, 20__ between the State of Florida, Department of Transportation, with a principal office at 719 South Woodland Boulevard, DeLand FL 32720 (the "Department"), and _____, with its principal office at _____ of ("Vendor"), the Florida Department of Financial Services ("Escrow Agent") and by the subcontractors additionally executing this Agreement either on the original or in separate counterparts ("Subcontractors");

WITNESSETH:

WHEREAS, Vendor and Department have entered enter into a Standard Written Agreement ("Sales Contract") whereby Vendor will sell to Department certain Positive Train Control Systems and other property described therein; and

WHEREAS, the Sales Contract requires Vendor to deposit in escrow with Escrow Agent certain source code and other materials (the "Deposit Materials"); and

WHEREAS, some of the Deposit Materials are owned by Subcontractors and not Vendor;

WHEREAS, the availability of the Deposit Materials is critical to Department in the conduct of its business and, therefore, Department needs access to the Deposit under certain limited circumstances; and

WHEREAS, Vendor and Subcontractors desire to have availability of the Deposit Materials limited to occurring only under certain circumstances; and

WHEREAS, Vendor, Subcontractors and Department desire to establish an arrangement to provide for the retention, administration and controlled access of the Deposit Materials; and

WHEREAS, Escrow Agent has agreed to accept, hold and release the Deposit Materials under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises, promises, representations, understandings and the mutual covenants contained herein, the Department, the Vendor, Subcontractors and the Escrow Agent hereby agree as follows:

ARTICLE 1 -- DEPOSITS

- 1.1. **Obligation of the Vendor.** The Vendor has the responsibility to ensure all Subcontractors from which Deposit Materials are required according to the Sales Contract will execute this Agreement prior to the Notice to Proceed. Upon completion of such execution by all required Subcontractors, the Vendor will provide the Department with the Agreement's signature pages executed by all required Subcontractors.
- 1.2. **Obligation to Make Deposit.** Vendor and/or Subcontractors shall deliver the Deposit Materials to Escrow Agent prior at the times stated in the Sales Contract. The Deposit Materials shall include, but not be limited to, a copy of the documented source code, libraries, other source components, compilers, and linkers so that, when compiled, linked and otherwise manipulated to create the runtime/executable image for the delivered software, creates a complete and fully operational run-time/executable version of the delivered software. Vendor and/or Subcontractors shall notify the Department in writing of the time and place of the delivery of the Deposit Materials no less than one week in advance.
- 1.3. **Identification of Tangible Media.** Prior to the delivery of the Deposit Materials to Escrow Agent, Vendor or Subcontractor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Vendor or Subcontractor shall complete Appendix "A" to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Appendix "A" shall be signed by Vendor or Subcontractor and delivered to Escrow Agent with the Deposit Materials. A copy of Appendix "A" is attached hereto and incorporated herein.
- 1.4. **Deposit Inspection.** When Escrow Agent receives the Deposit Materials and the Appendix "A", it will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on the Appendix "A". In addition, Department may elect to cause a verification of the Deposit Materials at the time of delivery in accordance with Section 1.6 below at Vendor's expense. Vendor or Subcontractor shall have the right to be present at the verification.
- 1.5. **Acceptance of Deposit.** At completion of the deposit inspection and a verification, if elected, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Appendix "A", Escrow Agent will date and sign Appendix "A" in triplicate, with Vendor or Subcontractor, Department, and Escrow Agent each retaining an original. If Escrow Agent determines that the labeling does not match the item descriptions or quantity on Appendix "A" or the verification elected by the Department is not satisfactory, Escrow Agent will (a) note the discrepancies in writing on Appendix "A"; (b) date and sign Appendix "A" in triplicate with the exceptions noted; and (c) reject the delivery of the Deposit Materials. Vendor and/or Subcontractor shall be obligated to promptly correct the discrepancies and redeliver the Deposit

Materials in accordance with the delivery procedures contained in this Agreement; provided that this provision shall not relieve the Vendor from the consequences of failing to properly deliver the Deposit Materials in accordance with the requirements of the Sales Contract.

- 1.6. Vendor's and Subcontractor's Representations. Vendor and Subcontractor represents as follows, with relation to their respective Deposit Materials:
 - (a.) They lawfully possesses and will possess full right, title and interest to all of the Deposit Materials deposited with Escrow Agent;
 - (b.) With respect to all of the Deposit Materials, they have the right and authority to grant to Department the rights as provided in this Agreement;
 - (c.) The Deposit Materials are not and will not be subject to any lien or other encumbrance;
 - (d.) The Deposit Materials consist of the proprietary technology and other materials identified in the Sales Contract; and
 - (e.) The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.
- 1.7. Verification. In a verification, Department may evaluate the deposit to verify the deposit of: (a) Deposit Materials required and fully complying with the Sales Contract; and (b)(i) the hardware and software configurations reasonably necessary to maintain the Deposit Materials; (ii) the hardware and software configurations reasonably needed to compile the Deposit Materials; and (iii) the compilation instructions.
- 1.8. Deposit Updates. Vendor and Subcontractor shall update the Deposit Materials within ten business (10) days of each release of a new version, patch, upgrade or alteration of the product/system integrated in the equipment which is subject to the Sales Contract. It is understood that "Updates" will be limited only to updates necessary to keep the vehicle operational in manner intended at the end of the warranty period. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Appendix "A". The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any such new versions, patches, updates or alterations.
- 1.9. Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only as provided in this Agreement.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

- 2.1. Confidentiality. Escrow Agent shall maintain the Deposit Materials in a secure, locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to use the same standard the Escrow Agent uses to protect its own confidential information, but in no event, less than a reasonable standard of care, to protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use or access the Deposit Materials. If Escrow Agent receives a request for a public record pursuant to Chapter 119, Florida Statutes, or a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, Escrow Agent will immediately notify Vendor and Subcontractor unless prohibited by law. Escrow Agent will not be required to fail to comply with Chapter 119, Florida Statutes, or disobey any order from a court or other judicial tribunal.
- 2.2. Confidential Information. Escrow Agent will be under no obligation to maintain the confidentiality of Deposit Material, to the extent that the Deposit Material includes information that: (a) at the time of disclosure or thereafter becomes a part of the public domain through no act or omission by Escrow Agent or their officers or employees; or (b) was at the time of disclosure already in Escrow Agent's lawful possession without any obligations of confidentiality as evidenced by written records kept by Escrow Agent in the ordinary course of business or by proof of actual use by Escrow Agent; or (c) is subsequent to disclosure lawfully disclosed to Escrow Agent by a third party who did not acquire the information under an obligation of confidentiality from or through Vendor or Subcontractor.

ARTICLE 3 -- GRANT OF RIGHTS TO DEPARTMENT

- 3.1. Title to Media. Vendor and Subcontractor hereby transfer to Department the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.
- 3.2. Right to Make Copies and Derivative Works. Department shall have the right to make copies of and derivative works from the Deposit Materials as reasonably necessary to perform this Agreement. Department shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies or derivative works made by Department. With all Deposit Materials submitted to Department, Vendor and Subcontractor shall provide any and all instructions as may be necessary to duplicate or incorporate the Deposit Materials, including but not limited to the hardware and/or software needed.

ARTICLE 4 -- RELEASE OF DEPOSIT

- 4.1. Release Conditions. As used in this Agreement, "Release Conditions" shall mean the existence of any one or more of the following circumstances, uncorrected for more than ten (10) days:
- (a.) If a Vendor or Subcontractor is no longer in business, or no longer supports the product and has not transferred the rights to the design to another entity that does support the product;
 - (b.) If, based on an independent third party assessment, Vendor, Subcontractor, their sub-supplier or any successor no longer supports the product at a reasonable cost;
- 4.2. Filing for Release. If Department believes in good faith that a Release Condition has occurred, Department may provide to Vendor and Subcontractor written notice of the occurrence of the Release Condition. Vendor and/or Subcontractor shall have ten (10) business days from its receipt of such notice to notify the Department of its agreement to the release or file an action for a Declaratory Judgment to have a court determine whether a Release Condition has occurred. It is understood that the occurrence of a release condition shall be determined on a deposit by deposit basis.
- 4.3. Release of Deposit. Upon the Vendor's or Subcontractor's agreement, or the entry of a Declaratory or other form of Judgment ruling that a Release Condition has occurred, Escrow Agent shall release the Deposit Materials to the Department. The Department shall provide Escrow Agent with a copy of Vendor's or Subcontractor's agreement or any Judgment authorizing release of the Deposit Materials along with instructions as to how the release shall occur.
- 4.4. Right to Use Following Release. Upon release of the Deposit Materials in accordance with this Article 4, Department shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Department by the Sales Contract. Department shall be obligated to maintain the confidentiality of the released Deposit Materials subject to Section 2.1 and 2.2 of this Agreement and the right to make the Deposit Materials available to the Department's vendors for the sole and exclusive purpose of continuing the benefits provided under the Sales Contract.

ARTICLE 5 -- TERM AND TERMINATION

- 5.1. Term of Agreement. This Agreement shall be effective during the period that the equipment for which Deposit Materials have been provided remains in use. The Department shall notify Vendor and/or Subcontractor and Escrow Agent at such time that the equipment for which Deposit Materials have been provided no longer remains in use.
- 5.2. Disposition of Deposit Materials Upon Termination. Subject to the provisions concerning release of the Deposit Materials, upon expiration of this Agreement,

Escrow Agent shall deliver the Deposit Materials in accordance with instructions of Vendor or Subcontractor. If there are no instructions, Escrow Agent may return the Deposit Materials to Vendor or Subcontractor who has made the deposit in a manner chosen by Escrow Agent. Escrow Agent shall have no obligation to return the Deposit Materials if the Deposit Materials have been released to the Department in accordance with Article 4.

- 5.3. Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:
- (a.) Vendor's and Subcontractor's Representations (Section 1.5);
 - (b.) The obligations of confidentiality with respect to the Deposit Materials including the provisions of Section 2.1 and 2.2;
 - (c.) The rights granted in the sections entitled Right to Make Copies and Derivative Works(Section 3.2) and Right to Use Following Release (Section 4.4), if a release of the Deposit Materials has occurred prior to termination;
 - (d.) The provisions of Article 6; and
 - (e.) Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- GENERAL PROVISIONS

- 6.1. Dispute Resolution. Escrow Agent shall act in accordance with any agreement between Vendor and/or Subcontractor and Department or any court judgment and may, in addition, pursue and rights and remedies that Escrow Agent has under the law. The Department shall notify Escrow Agent of any agreement between Vendor and/or Subcontractors and Department or of any judgment.
- 6.2. Entire Agreement. This Agreement, which includes exhibits described and incorporated herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Department's only obligations to Vendor or Subcontractors are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by the parties hereto.
- 6.3. Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified below. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

Vendor:

Attn: SunRail Project Manager

Department: Florida Department of Transportation,

Attn: SunRail Project Manager

Escrow Agent: Florida Department of Financial Services
Bureau of Collateral Management

Subcontractor: At the address provided in the signature block.

- 6.4. Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.
- 6.5. Successors and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. The Department may assign this Agreement with prior written consent of the Vendor; provided, however, that no consent is required in order for the Department to assign this Agreement to the Central Florida Commuter Rail Commission or such other governmental entity establish to take over SunRail after expiration of the Department's period of operation.
- 6.6. Controlling Law. This Agreement is to be governed and construed in accordance with the laws of Florida, without regard to its conflict of law provisions. The parties consent to the jurisdiction of the appropriate state court.

6.7. Time is of the essence in the performance under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

State of Florida
Department of Transportation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Department

Vendor

Legal Review

State of Florida
Department of Financial Services

Chief Counsel

By: _____

Name: _____

Title: _____

Date: _____

Escrow Agent

(Name of Subcontractor)	(Name of Subcontractor)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address:	Address:
_____	_____
_____	_____
_____	_____
Date: _____	Date: _____

Subcontractor

(Name of Subcontractor)	(Name of Subcontractor)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address:	Address:
_____	_____
_____	_____
_____	_____
Date: _____	Date: _____

Subcontractor

Attach more sheets as necessary

APPENDIX A

DESCRIPTION OF DEPOSIT MATERIALS

Company Name: _____

Company Address: _____

Contract Number: _____

Product Name: _____ Version: _____

DEPOSIT MATERIAL DESCRIPTION:

Quantity Media Type & Size Label Description of Each Separate Item

- _____ Disk 3.5" or _____
- _____ DAT tape _____mm
- _____ CD-ROM
- _____ Data cartridge tape _____
- _____ TK 70 or _____ tape
- _____ Magnetic tape _____
- _____ Documentation
- _____ Other _____

PRODUCT DESCRIPTION:

Environment: _____

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version: _____

Hardware _____ required:

Software required: _____

Other required information: _____

I certify for Vendor that the above described Deposit Materials have been transmitted to Department:

Signature: _____

Print Name: _____

Date: _____

Exhibit "F", Insurance Provisions for Rail projects

The following provisions are required and in addition to the Provisions in the Standard Written Agreement Section 4

4.C. (1) "Workers' Compensation Insurance"

(1) **FELA and Workers' Compensation Insurance:** Vendor shall provide coverage under the Federal Employers' Liability Act (FELA) in the greater of the amount required by federal law or a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence.

To the extent that FELA does not apply, Vendor shall provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. If subcontracting any of the work, ensure that the employees of the subcontractors are covered by similar insurance. Ensure that any equipment rental agreements that include operators who are employees of independent Contractors, sole proprietorships or partners are covered by similar insurance. The Department will accept equivalent approved protection in lieu of insurance.

(2) **Contractors' Public Liability and Property Damages Liability Insurance:** Vendor shall furnish evidence to the Department that, with respect to the operations performed, regular Contractors' Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Public Liability and Property Damages Liability policies that insure the Contractor for the described work that it performs under the Contract.

(3) **Contractors' Protective Public Liability and Property Damage Liability Insurance:** Vendor shall furnish evidence to the Department that, with respect to the operations performed by subcontractors, regular Contractors' Protective Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractors' Protective Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period is carried.

Vendor shall cause the Department, and National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, to be each an additional insured party on the Contractor's Protective Public Liability and Property Damage Liability Insurance policies that insure the Contractor for the described work that it performs under the Contract.

(4) Insurance Required for Construction at Railroads:

(A) **General:** In addition to any other forms of insurance or bonds required under the terms of the Contract, when the Contract includes the construction of a railroad grade crossing, overpass, or underpass structure, or a railroad crossing signal installation, or any other work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, Vendor shall provide insurance of the types set forth below and in amounts not less than specified herein.

(B) **Railroads' Protective Public Liability and Property Damage Liability Insurance:** Vendor shall furnish the Department with an original insurance policy that, with respect to the operations performed, will provide, in behalf of the railroad company regular liability insurance providing coverage for bodily injury, death, and property damage limited to a combined single limit of \$2,000,000 per occurrence with an aggregate limit of \$6,000,000 for the term of the policy.

CSX Transportation, Inc. and the Department are to be each a Named Insured on the policy. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando are to be each an additional insured on the policy.

(5) **Insurance for Protection of Utility Owners:** When the work under the Contract involves work on or in the vicinity of utility-owned property or facilities, Vendor shall furnish the Department with evidence that, with respect to the operations performed, General Comprehensive Liability Insurance or its equivalent providing for a limit of not less than \$1,000,000 for bodily injury or death to person(s) per occurrence and \$300,000 property damage each occurrence is carried.

The Department and Utility Company are to be Additional Named Insureds, and the policy will be primary to any coverage maintained by the Department or Company. National Railroad Passenger Corporation (a/k/a "Amtrak"), and Florida Central Railroad Company, Inc., and Central Florida Commuter Rail Commission, and Volusia County, and Seminole County, and Orange County, and Osceola County, and City of Orlando, are each to be additional insured on the policy. Vendor shall not make any material change or cancellation to the policy without providing the Department with ten days prior written notice.

(6) **Insurance by Others:** Vendor shall require every subcontractor or other third party who may have a contract with Vendor and who may require access on or to State Property or the Corridor or the Sun Rail Corridor or the FCEN Corridor to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in this section 4. B. paragraphs (1), (2), (3), (4), and (5), and including causing each of the Named Insureds and the additional insureds stated in those paragraphs to be Named Insureds and additional insureds on such subcontractor or third party policy or policies.

For purposes of this section 4.B. paragraph (6) the following apply: "State Property" has the meaning stated in the "TRANSITION AGREEMENT Between State of Florida Department of Transportation and CSX Transportation, Inc.," Appendix A, at page A-4; and "Corridor" has the meaning stated in the "INTERLOCAL OPERATING AGREEMENT FOR OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL SYSTEM By and Between FLORIDA

DEPARTMENT OF TRANSPORTATION AND CENTRAL FLORIDA COMMUTER RAIL COMMISSION,” Appendix A, at page A-3; and Sun Rail “Corridor” has the meaning stated in the “AGREEMENT BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION,” Definitions, at page 6; and “FCEN Corridor” has the meaning stated in the “OPERATING AGREEMENT Between State of Florida Department of Transportation, an agency of the State of Florida, and Florida Central Railroad Company, Inc., a Florida Corporation,” Definitions, at page 6. Those agreement definitions mentioned above, and as heretofore amended, are incorporated by reference and may be accessed at www.sunrail.com.

(7) **Submission and Approval of Policies; Termination:** Certificates of insurance (and other evidence of insurance requested by the Department) for each required policy shall be provided by Vendor at the time of Contract execution.

Vendor shall provide all insurance policies in such form and with insurers that are acceptable to the Department. Keep such insurance in force, in the full amount specified herein, until this contract is ended.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Appendix II
INFORMATION TECHNOLOGY RESOURCES

Contract (Purchase Order) #: _____

PROJECT PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Project Plan that demonstrates how the creation and maintenance of the application will be carried out. The Project Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Project Plan must be submitted to the Department within 0 business days after execution of Contract. Upon receipt of the Project Plan, the Department will have fourteen (14) business days to review and approve the Project Plan in its sole discretion. No other work may begin prior to the submission and approval of the Project Plan. After the Project Plan is approved, the Vendor shall keep the Project Plan updated as necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

SECURITY PLAN SCOPE LANGUAGE

The Department requires that the Vendor create and submit a Security Plan. The Security Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtm>, and is the template which the Department requires the Vendor to follow. The Security Plan must be submitted to the Department by TBD. Upon receipt of the Security Plan, the Department will have fourteen (14) business days to review and approve the Security Plan in its sole discretion. After the Security Plan is approved, the Vendor shall keep the Security Plan updated as necessary or upon notification by the Department of a deficiency in the Security Plan. Any change to the Security Plan must be approved by the Department.

OWNERSHIP OF WORKS AND INVENTIONS

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

ESCROW OF SOURCE CODE

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

COPYRIGHT OR PATENT INFRINGEMENT

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Contract price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work.

COMPUTER HARDWARE/SOFTWARE

In any Contract for the purchase or maintenance of machines or computer hardware/software or licensed programs, the Vendor's entire liability and the Department's exclusive remedy for damages to the Department related to the machine or computer hardware/software or

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

ACCOUNTING AND RIGHT TO AUDIT

ACCOUNTING DOCUMENTATION REQUIREMENTS

The Vendor shall maintain an accounting system which separately accumulates direct and indirect costs, and supports all billing to the Department. The system should include a set of records journals, ledgers, trial balances, and reports and policies and procedures used to process business transactions. A job-cost accounting system must contain each specific job. An acceptable job-costing accounting system should meet the following minimum requirements:

- a. A general ledger in which direct and indirect costs are accumulated separately.
- b. A payroll system, supported by time sheets, that clearly accounts for 10% of a person's work time and identifies all projects and account numbers charged for each person, including those costs charged to direct and indirect accounts.
- c. Time sheets, hours recorded on labor distribution reports, and the hours and dollars summarized in the payroll register must agree.
- d. A job-cost ledger or job-cost report in which costs related to all projects and account numbers are charged.
- e. Direct costs in the job-cost ledger or job-cost report must support and agree with direct costs contained in the general ledger.
- f. Periodic reconciliation of job-cost ledgers to the job-cost reports within the general ledger are conducted.

RIGHT TO AUDIT CLAUSE

The Vendor shall permit onsite visits by State and Department authorized employees, officers, and agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. The Vendor shall grant access to all records pertaining to this Contract including access to all computers, communications devices, and any other equipment used to store, monitor, produce or transmit such records at any premises, whether onsite or offsite.

The Vendor shall maintain all records and other evidence of the Vendor, and any or all subcontractors, to support the costs incurred, and compensation received, directly or indirectly, by the Vendor. The Department, or its designated representatives, shall have the right to audit, copy, and inspect said records and accounts at all reasonable times during the performance of this contract and the retention period of three years after the cancellation, termination, or final payment, or until the conclusion of any claim, litigation, settlement, or appeal; or for such longer period, if any, required by applicable law or regulation, whichever date is latest.

At any time, the Department discovers any excess payments, payments not in conformity with this Contract, or any disallowable costs were paid to the Vendor under this Contract, the Vendor agrees that such amounts are due to the Department upon demand. Vendor agrees that the Department may deduct from any payment due to the Vendor under any other contract between the Department and the Vendor an amount to satisfy any amount due the Department by the Vendor under this Contract. Final payment to the Vendor may be adjusted for audit results.

OPTIONAL CONTINUED SERVICES

The Vendor shall, at the Department's option, provide continued service to the Department for up to TBD consecutive annual periods after the initial Contract, under all the terms and conditions of this Contract. The price of such annual maintenance shall not exceed the Vendor's then prevailing annual maintenance fee.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFP-DOT-16-17-9010-GH

**POSITIVE TRAIN CONTROL SYSTEM FOR THE
CENTRAL FLORIDA RAIL CORRIDOR**

FORMS

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
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
**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. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

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: _____

VENDOR DATA SHEET RFP-DOT-16-17-9010-GH

CORPORATE INFORMATION

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____
(State Purchasing System (SPURS) Vendor Number)

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc./LLC): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

RFP Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) _____ Attach Proof

2) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA (Y/N) _____ Attach Proof

3) REGISTERED WITH THE DIVISION OF CORPORATIONS: (Y/N) _____ Attach Proof

(Signature in Ink)

(Title)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

(name)
_____ (hereinafter called Vendor) of _____

(address)
_____ and

_____ (hereinafter called Surety) of

(name)
_____ ,

(address)
duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just
sum of _____ Dollars (\$ _____),

lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the
Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of _____ ,
for contractual services agreement in connection with

_____ in _____ County(ies),

particularly known as _____
(hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms
and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions,
Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and
specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material,
equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided
for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the
performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be
overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this
obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by _____ its

_____ (Agent or Attorney-in-Fact, or otherwise)
with seals of said Vendor and Surety hereunto affixed this _____ day of _____ , _____ .

Surety
BY: _____
Signature
TITLE: _____
Attorney-in-Fact/Agent (Surety Seal)

Vendor
BY: _____
Authorized Signature(s)
TITLE: _____

ATTEST: _____
Secretary/Notary

Name/Telephone #: _____
Address: _____

BY: _____
Signature

NOTE: Attach Power of attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by
Section 255.05, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

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

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

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

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

OR

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

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

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

Date: _____

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