

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



REQUEST FOR PROPOSAL

DOT-RFP-21-8029-GB

**TRAFFIC MANAGEMENT CENTER
STATEWIDE OPERATIONS SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

INDEFINITE QUANTITIES CONTRACT

FPID: 190766-4-82-03

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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.

ADVERTISEMENT
REQUEST FOR PROPOSAL
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA'S TURNPIKE ENTERPRISE

Request for Technical Proposal Packages will be received by the State of Florida, Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, via electronic submission only (refer to Instructions For Electronic Submission) on or about **2:30 P.M. (local time), Tuesday, June 15, 2021**, for the following project:

RFP NO.: DOT-RFP-21-8029-GB
Traffic Management Center Statewide Operations Services
For
Florida's Turnpike Enterprise

SCOPE OF SERVICES: The State Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") seeks to retain the services of a qualified Proposer to provide Traffic Management Center (TMC) Operations services to monitor traffic and respond to events along Florida Turnpike Enterprise roadway facilities providing incident management and advanced traveler information services as identified within Exhibit "A," Scope of Services.

Vendor's Qualifications:

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. Refer to Exhibit "A," Scope of Services.

Qualifications of Key Personnel:

Those individuals who will be directly involved in this Contract must have demonstrated experience in the areas delineated in the Scope of Services. Individuals whose qualifications are presented will be committed to this Contract for its duration unless otherwise accepted by the Department's Project/Contract 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.

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call (866) 352-3776 for assisted registration.

For services contracts, all 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. For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation. For licensing, contact:

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

NOTE: 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 seventy-two (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.

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the Timeline of the attached solicitation, with agendas for the public meetings. **Public meetings will be held either virtually or in-person.**

MFMP Transaction Fee:

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

Scrutinized Companies Lists:

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

Title VI of the Civil Rights Act of 1964:

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for

Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Inspector General:

The Contractor/Consultant/Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

MANDATORY PRE-PROPOSAL CONFERENCE:

The Department will convene a **MANDATORY PRE-PROPOSAL CONFERENCE** for this Request for Proposal (RFP). The meeting will be held on Tuesday, May 18, 2021 at 10:30 A.M., virtually only. Refer to the timeline.

FAILURE OF A PROPOSER TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE WILL RESULT IN REJECTION OF THE PROPOSAL. A copy of the full advertisement package is suggested for reference when attending the MANDATORY PRE-PROPOSAL CONFERENCE.

HOW TO APPLY: Prospective proposers may obtain a complete Request for Proposal (RFP), including specifications and general proposal conditions for the above-referenced project by copying the link below into your browser: http://www.myflorida.com/apps/vbs/vbs_www.search_r2.matching_ads

The Department reserves the right to reject any or all proposals.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website: http://www.myflorida.com/apps/vbs/vbs_www.main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for "Agency" and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "RFP" number**

We encourage all vendors to regularly check this site.

**State of Florida
Department of Transportation
Florida's Turnpike Enterprise**

REQUEST FOR PROPOSAL REGISTRATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

via e-mail to gail.brown@dot.state.fl.us

RFP Number: DOT-RFP-21-8029-GB

Title: Traffic Management Center Statewide Operations Services for Florida's Turnpike Enterprise

Proposal Due Date & Time: Tuesday, June 15, 2021 @ 2:30 P.M.

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and email this sheet only to Gail Brown at the Florida Department of Transportation Procurement Office at gail.brown@dot.state.fl.us

**THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE.
Notice of changes (Addenda), will be posted on the Florida Vendor Bid System (VBS) at:**

http://www.myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for Agency and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "RFP" number.**

It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: (Gail Brown, gail.brown@dot.state.fl.us 407-264-3995)

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF PROPOSALS

Due to restrictions/limitations concerning COVID-19 (Coronavirus), the Florida Department of Transportation is allowing the electronic submission of Proposals. Please follow the instructions below:

- Failure to follow these instructions, may result in your Proposal being found non-responsive.
- Non-responsive Proposals will not be evaluated.
- Proposals shall be submitted to: TP.Purch@dot.state.fl.us
- Subject line must show: *DOT-RFP-21-8029-GB – (Insert Proposer's Name)*
- All Proposals submitted electronically shall contain file attachments and be marked as follows:

TECHNICAL PROPOSAL – (Insert Proposer's Name)

Include the Technical Proposal and all forms and required information requested on Form 10, Exhibit "C," Price Proposal, Signature Page.

PRICE PROPOSAL - (Insert Proposer's Name)

Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

NOTES:

- Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB. *Submissions must not be password protected.*
- The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate attached document labeled "Attachment - Confidential Material." The Vendor must identify the specific Florida 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.
- The body of the email shall not contain any information.
- It is the Proposer's responsibility to assure that the Proposal (Technical Proposal and Price Proposal) is delivered to the proper place **on or before** the Proposal due date and time (See Introduction Section 2 Timeline).
- Proposals which for any reason are not so delivered will not be considered.
- By submitting a Proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.
- All Proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.
- Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.
- A confirmation notice will be sent to each Proposer when the Proposal is received. Do not copy anyone on your submittal email.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



TABLE OF CONTENTS

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Table of Contents

<u>ITEM</u>	<u>PAGE NOs.:</u>
Cover Sheet	
Advertisement	1 – 3
Registration Form	1
Instructions for Electronic Submission of Proposals.....	1
Table of Contents	TOC 1
Introduction Section and Special Conditions.....	SC-1 – SC-17
Forms.....	1 – 10
Standard Written Agreement	1 – 7
Exhibit “A,” Scope of Services.....	A-1 – A-34
Appendix “A,” Turnpike TMC SunGuide Operations Concept and Protocols (SOG)	1 – 243
Attachments.....	A – C
Exhibit “B,” Method of Compensation.....	B-1 – B-5
Exhibit “C,” Price Proposal.....	C-1 – C-14

**State of Florida
Department of Transportation**



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**TRAFFIC MANAGEMENT CENTER
STATEWIDE OPERATIONS SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

INDEFINITE QUANTITIES CONTRACT

FPID: 190766-4-82-03

PROCUREMENT CONTACT INFORMATION:

Gail Brown

Phone: (407) 264-3995 Fax: (407) 264-3058

Email: gail.brown@dot.state.fl.us

E-MAIL ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Gail Brown gail.brown@dot.state.fl.us

PROPOSAL SUBMISSION:

Proposals shall only be submitted via electronic submission to TP.Purch@dot.state.fl.us.

Refer to Instructions for Electronic Submission of Proposals.

It is the Proposer's responsibility to assure that the 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.

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, Florida’s Turnpike Enterprise, hereinafter referred to as the “Department” requests written proposals from qualified Proposers to provide Traffic Management Center (TMC) Operations services to monitor traffic and respond to events along Florida Turnpike Enterprise roadway facilities providing incident management and advanced traveler information services. The anticipated start date for this Contract is October 01, 2021 and will be effective for five (5) years thereafter.

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for “Agency” and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this RFP number) It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
MANDATORY PRE-PROPOSAL CONFERENCE (See Note 1) <i>Microsoft Teams Meeting Only</i> Please join my meeting from your computer, tablet or smartphone: Join on your computer or mobile app Click here to join the meeting Join with a video conferencing device 11384774@t.plcm.vc Video Conference ID: 114 104 969 4 Alternate VTC dialing instructions Or call in (Audio Only) +1 850-739-5589 , 193660674# United States, Tallahassee Phone Conference ID: 193 660 674#	05/18/2021	10:30 A.M.
DEADLINE FOR TECHNICAL QUESTIONS Via email to gail.brown@dot.state.fl.us Reference DOT-RFP-21-8029-GB in the subject box. There is no deadline for administrative questions.	05/25/2021	05:00 P.M.
TECHNICAL AND PRICE PROPOSALS DUE, ON OR BEFORE Proposals shall only be submitted via electronic submission to TP.Purch@dot.state.fl.us . Refer to Instructions for Electronic Submission of Proposals for Additional Information. (See Note 1&2)	06/15/2021	02:30 P.M.

TECHNICAL PROPOSAL PUBLIC OPENING (See Note 1)

06/15/2021

03:30 P.M.

Via Go To Meeting or In-Person Attendance

Please join my meeting from your computer, tablet or smartphone

<https://global.gotomeeting.com/join/296288061>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 296-288-061

Florida's Turnpike Headquarters
Florida's Turnpike M.P. 263.0
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761 (407) 532-3999

ORAL PRESENTATIONS

Week of July 26, 2021

In-Person Meeting Only (This is not a Public Meeting)

Proposers will be notified of the specific date and time.

Florida's Turnpike Headquarters
Florida's Turnpike M.P. 263.0
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761 (407) 532-3999

POSTING OF INTENDED AWARD

08/10/2021

05:00 P.M.

Internet's Florida Vendor Bid System

Through 08/13/2021

05:00 P.M.

Note 1: All meeting(s) listed above are open to the public. These meeting(s) will be conducted virtually and/or in-person.

Note 2: It is the Proposer's responsibility to assure that the Proposal is sent to the proper email address on or before the Proposal due date and time. Proposals which for any reason are not so delivered will not be considered.

3) AGENDA FOR PUBLIC MEETING

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for DOT-RFP-21-8029-GB:

Starting Time: see "Timeline" in RFP solicitation.

- Opening remarks of approximately two (2) minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum total of fifteen (15) minutes for public input related to the RFP solicitation.
- At conclusion of public input or fifteen (15) minutes, whichever occurs first, the Technical Proposals received on time will be opened, with Proposer's name read aloud.
- Adjourn meeting.

4) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

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

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

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

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

3) QUESTIONS & ANSWERS

In accordance with Section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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 Officer 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 http://myflorida.com/apps/vbs/vbs_www.main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this RFP number).

It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to: **Gail Brown, Email: gail.brown@dot.state.fl.us**

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Officer in writing at the email address above or by phone: (407) 264-3995.

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 http://myflorida.com/apps/vbs/vbs_www.main_menu, (Under "Vendor Bid System," Click on "Search Advertisements,"

Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this RFP number).

It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposer's 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 Proposals in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Proposers are requested to indicate their intention regarding MBE participation on the Drug-Free Workplace Program, Vehicle Operator License & Vehicle Registration, Notice of Intent to Sublet Form 2, and to submit the completed form with their Technical Proposal. The Contract Vendor will be asked to submit payment certification for MBE subcontractors used.

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be posted on the Florida Vendor Bid System (VBS) after final evaluation and totaling of scores as 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 based upon the following criteria, in the order of preference listed below:

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

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

8) MANDATORY PRE-PROPOSAL CONFERENCE:

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

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

9) QUALIFICATIONS

9.1 General

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

9.2 Proposer Qualifications

When submitting the proposal, each Proposer must submit a written statement ("Qualifications Questionnaire" Form 1), detailing their qualifications that demonstrate the minimum qualifications contained herein are met. Failure by the Proposer to provide the above item(s) will constitute a non-responsive determination. Proposals found to be non-responsive will not be considered.

9.3 Qualifications of Key Personnel

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

9.4 Authorized To Do Business in the State of Florida

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

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

9.5 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
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

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

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

All items provided during the performance of the Contract found to be poorly manufactured will not be accepted, but returned to the Vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Florida's Turnpike Enterprise, Procurement Office, Gail Brown, gail.brown@dot.state.fl.us** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 minimum per person and \$300,000 minimum each occurrence, and property damage insurance of at least \$200,000 minimum each occurrence, and automotive liability insurance covering all vehicles with minimum combined limit of \$500,000 including hired and non-owned liability and \$5,000 medical payment for the services to be rendered in accordance with this Contract.

(X) The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

() 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 \$_____. The Vendor shall maintain professional liability coverage for a minimum of three (3) 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 (30) days advance notice shall be given to the Department or as provided in accordance with Florida law.

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

12) PERFORMANCE BOND

A Performance Bond will not be required.

13) METHOD OF COMPENSATION

Refer to Exhibit "B," Method of Compensation attached hereto and made a part hereof.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

18) SCRUTINIZED COMPANIES LISTS

All Responses, regardless of dollar value, must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the Proposer is not on either of those lists. The Form should be submitted with the Price Proposal.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the RFP by the Proposer. Any conditions placed on any aspect of the proposal documents by the Proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the Scope of Services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. All determinations of responsiveness will be the responsibility of the Florida Department of Transportation Procurement Office.

21.2 Multiple Proposals

Proposals may be rejected if more than one (1) 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 (1) proposal.

21.3 Other Conditions

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

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two (2) parts, be marked as follows and emailed to TP.Purch@dot.state.fl.us.

- TECHNICAL PROPOSAL NUMBER DOT-RFP-21-8029-GB: (Via electronic submission)
(One Separate PDF., file for Technical)
- PRICE PROPOSAL NUMBER DOT-RFP-21-8029-GB: (Via electronic submission)
(One Separate PDF., file for Prices)

NOTE: Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

22.2 Technical Proposal (Part I) (Via electronic submission, without password protection.) (Do not include price information in the Technical Proposal (Part I))

The Proposer must submit a Technical Proposal via electronic submission without password protection 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 pdf. file marked "TECHNICAL PROPOSAL NUMBER DOT-RFP-21-8029-GB."

1. EXECUTIVE SUMMARY

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

2. PROPOSER'S MANAGEMENT PLAN

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

a. Administration and Management

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

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The Proposer is expected to identify at least one (1) individual for the following key positions: TMC Project Manager, TMC Operations Manager, TMC Assistant Operations Manager, TMC IT Operations Administrator, Field Incident Response Coordinator, TMC Operations Shift Supervisor, and TMC IT Technical Support (Help Desk) Supervisor or TMC IT Technical Support (Help Desk) Specialist. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

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

a. Technical Approach

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

b. Prior Relevant TMC Operations Experience

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

c. Innovative Approaches

The Proposer should explain its innovative approaches to be used in accomplishing the tasks in the Scope of Services, and where it uses any different approaches to provide operations and safety services to the Department and its customers. These approaches are items that are not part of the traditional methods described within the Scope of Services, but that provide cost effectiveness in their use.

4. STAFF HIRING, BENEFITS AND RETENTION PLAN

The Proposer shall provide a Staff Hiring, Benefits and Retention Plan which is based upon filling the approved staffing levels for each skill classification that will be utilized. The Vendor shall provide an in-depth plan on the following:

- a. Proposed recruitment including how and when such recruitment will be performed.
- b. Screening, background checks, hiring, orientation, and training.
- c. Employee's evaluations and promotion.
- d. Employee's pay, including frequency of payments to employees and pay adjustments.

e. Employee benefits, including:

- 1) The employee's cost for group medical coverage.
- 2) Vacation/sick and personal time off leave policy and retention policy of such hours.
- 3) How employees will be compensated for holiday pay and compensation for holiday worked hours.
- 4) Other planned benefits, such as 401(k), short-term disability, long-term disability, life insurance, etc., with associated employee cost.
 - Performance recognition and incentive programs.
 - Maintaining communications to minimize turnover and increase general employee morale.
 - Any additional methods of staff retention.

22.3 Price Proposal (Part II) (Via electronic submission, without password protection.)
(Do not include price information in the Technical Proposal)

NOTE: Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

The Price Proposal information is to be submitted via electronic submission, without password protection marked "PRICE PROPOSAL NUMBER DOT-RFP-21-8029-GB."

22.4 Presenting the Proposal

Type size shall not be less than a ten (10) point font. The proposals should be indexed and all pages sequentially numbered.

The total page limit shall not exceed seventy-five (75) pages including resumes and excluding the Executive Summary and all required forms.

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

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

23) "DRUG-FREE WORKPLACE" PREFERENCE

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with Section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to Proposer responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the Proposer's response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate document labeled "Attachment to Request for Proposals, Number DOT-RFP-21-8029-GB-Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

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

27) SUBMIT PROPOSALS VIA ELECTRONIC SUBMISSION ONLY TO: TP.Purch@dot.state.fl.us

Electronic Proposal Submittals

Please follow the below instructions for the submittal of electronic Proposals, failure to do so, may result in your bid being found non-responsive. Non-responsive proposals will not be evaluated.

- a) Subject line must show: DOT-RFP-21-8029-GB
- b) Email shall contain two file attachments marked as the following:
PART I – TECHNICAL PROPOSAL DOT-RFP-21-8029-GB
PART II – PRICE PROPOSAL DOT-RFP-21-8029-GB

NOTE: Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, MUST be completed in Excel. Please contact Gail Brown at gail.brown@dot.state.fl.us for a copy of the Excel Files.

- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) The body of the email shall not contain any information other than the signature line.
- e) Proposals shall be submitted to: TP.Purch@dot.state.fl.us

It is the proposer's responsibility to assure that the proposal is submitted 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.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Proposers may modify submitted proposals at any time prior to the proposal due date. Revised proposals/modifications must be received by the proposal due date and time to be considered. Proposers shall submit revised proposals/modifications in a separate email to be opened at the same time as the proposal. The RFP number - Proposer's name - REVISED shall appear in the subject line of the modified proposal.

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date and time in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

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

The Procurement Office will distribute to each member of the TRC a copy of each Technical Proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each Proposer.

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

30.2 Oral Presentations

Oral Presentations will be conducted during the week scheduled in the Timeline (See Introduction Section 2 Timeline). Individual presentations will be scheduled at a later date.

The following time frames shall govern the Oral Presentations:

- a. Presentation 20 minutes
- b. Specific Questions on Proposal 40 minutes

The committee members will independently evaluate the oral presentations on the criteria established in the section below in order to assure that orals are uniformly rated. Oral Presentations are not open to the public.

30.3 Price Proposal

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

The Procurement Office will open, review and evaluate the Price Proposals and prepare a summary of its price evaluation. The Procurement Office will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

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

a. Technical Proposal **(60 Points)**

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

The following point system is established for scoring the Technical Proposals:

	<u>Point Value</u>
1. Administration and Management	0-05
2. Identification of Key Personnel	0-05
3. Technical Approach	0-15
4. Prior Relevant TMC Operations Experience (Qualification Questionnaire, Form 1)	0-10
5. Innovative Approaches	0-10
6. Staff Hiring, Benefits and Retention Plan	0-15

b. Oral Presentations **(15 Points)**

The Oral Presentation shall include sufficient information to enable the Department to evaluate the technical capability of the firms to provide the desired services.

The following point system is established for scoring the Oral Presentations:

	<u>Point Value</u>
1. Presentation	0-05
2. Questions	0-10

c. Price Proposal **(25 Points)**

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

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

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

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at http://myflorida.com/apps/vbs/vbs_main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," Click on this RFP number), on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any Proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

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

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

31.2 - Inability to Post:

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

31.3 - Request to Withdraw Proposal:

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

32) AWARD OF THE CONTRACT

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

- a) A Standard Written Agreement as provided herein, executed by both parties.

33) RENEWAL

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

34) ATTACHED FORMS

Form 1 - Qualifications Questionnaire Instructions

Form 1A - Organization Prime (Proposer)

Form 1B - Organization - Subcontractor

Form 1C - List of Completed Projects

Form 1D - List of Current Projects Under Contract

Form 1E - Required Background Information

Form 1F - Staffing (Project Manager)

Form 1G - Staffing (Other Key Personnel)

Form 1H - Subcontractor Approval List

Form 2 - Drug-Free Workplace Program Certification, Vehicle Operator License & Vehicle Registration, Notice to Sublet

Form 3 - Contractor Notification - Asbestos Containing Materials In Turnpike Facilities

Form 4 - Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

Form 5 - Corporate Resolution Of

Form 6 - Addenda Acknowledgement Form

Form 7 - Certification of Acceptable Driving Record

Form 8 - Report of Relatives Working for The Department of Transportation (Form 250-011-01)

Form 9 - Contractor Travel Form (Form 300-000-06)

Form 10 - Exhibit "C," Price Proposal, Signature Page

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000
Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 5, Questions – PUR 1001

36) ORDER OF PRECEDENCE

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

Standard Written Agreement
Exhibit "A," Scope of Services
Appendix "A," Turnpike TMC SunGuide Operations Concept and Protocols (SOG)
Attachments
Special Conditions
Exhibit "B," Method of Compensation
Exhibit "C," Price Proposal
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Proposer's Technical Proposal

37) LIQUIDATED DAMAGES

See Exhibit "A," Scope of Services, Section 27.0 Liquidated Damages.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



FORMS

DOT-RFP-21-8029-GB

**TRAFFIC MANAGEMENT CENTER
STATEWIDE OPERATIONS SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

INDEFINITE QUANTITIES CONTRACT

FPID: 190766-4-82-03

FORM 1
QUALIFICATIONS QUESTIONNAIRE
INSTRUCTIONS

The Proposer is required to complete and return this Qualification Questionnaire (Form 1). This information shall be included as part of the Proposer's Technical Proposal as set forth in the Special Conditions in DOT-RFP-21-8029-GB.

Failure to properly complete this Qualification Questionnaire (Form 1) or to provide requested related information, either in part or in its entirety, may result in the rejection of the Proposer's application for qualification. If the Proposer's Qualification Questionnaire is rejected, the Proposer's proposal will not be considered.

NOTICE:

APPLICANTS FOR QUALIFICATION ARE HEREBY NOTIFIED THAT INTENTIONAL INCLUSION OF FALSE, DECEPTIVE OR FRAUDULENT STATEMENTS ON THIS APPLICATION CONSTITUTES FRAUD. FURTHERMORE, APPLICANTS ARE HEREWITH NOTIFIED THE STATE OF FLORIDA CONSIDERS SUCH ACTION ON THE PART OF AN APPLICANT TO CONSTITUTE GOOD CAUSE FOR DENIAL OF THE QUALIFICATION FOR BIDDING ON STATE PROJECTS LET TO CONTRACT BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

A. REQUIRED FORMS

The Proposer shall complete the following required forms of this Qualification Questionnaire:

- Form 1 – Attachment No. 1A: Organization – Prime
- Form 1 – Attachment No. 1B: Organization – Subcontractor
- Form 1 – Attachment No. 1C: List of Completed Projects
- Form 1 – Attachment No. 1D: List of Current Projects Under Contract
- Form 1 – Attachment No. 1E: Required Background Information
- Form 1 – Attachment No. 1F: Staffing – Project Manager
- Form 1 – Attachment No. 1G: Staffing – Other Key Personnel
- Form 1 – Attachment No. 1H: Subcontractor Approval List

B. REFERENCE CHECKS

1. The Department will perform reference checks on the Proposers as a result of the Department's review of the information provided in this Qualification Questionnaire. Some, but not necessarily all of the purposes for reference checks, if performed, will be to determine the level of satisfaction and quality of service provided by the Proposer to present and past clients in the areas of:

- General performance of the proposed services
- Technical Competency
- Compliance with implementation plans
- Project management
- Working within the projected dollar amounts
- General responsibilities
- Contract compliance
- Customer satisfaction
- Adherence to project schedule
- Employee satisfaction

❖ Note: The results of the reference checks will be evaluated as part of the Technical Proposal criteria. Refer to the Special Conditions, sub-section 22.2.

2. The Proposer is advised that the Project Manager named in this Questionnaire as well as any other named key staff may be contacted or required to attend an interview with the Department if additional information is required for the purpose of understanding or confirming the information furnished.

FORM 1
ATTACHMENT 1A
ORGANIZATION - PRIME (Proposer)

Name of Proposer: _____

Address of principal office: _____

The signatory of this questionnaire must certify to the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Corporation _____ Partnership _____ Individual _____ Joint Venture _____
(Check where applicable)

If a partnership, on a properly identified attachment, indicate general partner and list names and addresses of all partners.

If a corporation, on a properly identified attachment, list name of officers, directors and state of incorporation.

If a joint venture, on a properly identified attachment, list names and addresses of joint venture's and if any joint venture is a corporation, a partnership, or joint venture, list same information for each such corporation, partnership and joint venture.

If the applicant is a corporation, partnership or joint venture, it must submit its corporation certification, partnership agreement or joint-venture agreement, respectively.

Is Proposer licensed to do business in Florida? Yes _____ No _____

License Number _____ Classification _____

Federal Employer Identification Number _____

How many years has Proposer been in business under present business name? _____ years

How many years experience does Proposer have as a prime contractor and subcontractor in staffing the needs of its clients with employees of the Proposer as would be required by this project? _____ years

Prime Contractor? _____ years

Subcontractor? _____ Years

(Signature)

(Print/Type)

(Date)

FORM 1
ATTACHMENT 1B
ORGANIZATION – SUBCONTRACTOR

Name of Subcontractor: _____

Address of principal office: _____

The signatory of this questionnaire must certify to the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Corporation _____ Partnership _____ Individual _____ Joint Venture _____
(Check where applicable)

If a partnership, on a properly identified attachment, indicate general partner and list names and addresses of all partners.

If a corporation, on a properly identified attachment, list name of officers, directors and state of incorporation.

If a joint venture, on a properly identified attachment, list names and addresses of joint venture's and if any joint venture is a corporation, a partnership, or joint venture, list same information for each such corporation, partnership and joint venture.

If the applicant is a corporation, partnership or joint venture, it must submit its corporation certification, partnership agreement or joint-venture agreement, respectively.

Is Subcontractor licensed to do business in Florida? Yes _____ No _____
License Number _____ Classification _____

Federal Employer Identification Number _____

How many years has Subcontractor been in business under present business name? _____ years

How many years experience does Subcontractor have as a prime contractor and subcontractor in staffing the needs of its clients with employees of the Proposer as would be required by this project? _____ years

Prime Contractor? _____ years

Subcontractor? _____ Years

(Signature)

(Print/Type)

(Date)

FORM 1
ATTACHMENT 1C
LIST OF COMPLETED PROJECTS

The Proposer shall list representative projects or programs the Proposer has completed during the past five (5) years in the area of providing staffing services for a client with employees of the Proposer. The Proposer shall ensure that the Principal Contact and telephone number information is current, so the Department may contact the customer (attach additional sheets as necessary).

PROPOSER (CONTRACTOR)

1. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Prime or Subcontractor	
Number of Staff Provided	
Contract Start Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

2. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Prime or Subcontractor	
Number of Staff Provided	
Contract Start Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

NOTE: Additional lines can be added where needed to fully comply with requested information.

FORM 1
ATTACHMENT 1D
LIST OF CURRENT PROJECTS UNDER CONTRACT

The Proposer shall list representative projects or programs the Proposer currently has under contract in the area of providing staffing services for a client with employees of the Proposer. The Proposer shall ensure that the Principal Contact and telephone number information is current, so the Department may contact the customer (attach additional sheets as necessary).

PROPOSER (CONTRACTOR)

1. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Prime or Subcontractor	
Number of Staff Provided	
Contract State Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

2. Customer Name	
Project Name & Brief Description	
Principal Contact Name	
Principal Contact Title	
Address 1	
Address 2	
City, State ZIP	
Telephone Number	
Location of the Work	
Prime or Subcontractor	
Number of Staff Provided	
Contract State Date	
Scheduled Completion Date	
Actual Completion Date	
Value of Work Performed	
Other Pertinent Information	

NOTE: Additional lines can be added where needed to fully comply with requested information.

FORM 1
ATTACHMENT 1E
REQUIRED BACKGROUND INFORMATION

PROPOSER (CONTRACTOR)

1. Has the firm failed to complete a contract?
Yes _____ No _____
If yes, provide details on a properly identified attachment.

2. Is any litigation pending against the firm or its officers?
Yes _____ No _____
If yes, provide details on a properly identified attachment.

3. During the past five (5) years, has the firm submitted a bid on a competitive bid (or Request for Proposal) project for a government project on which Proposer was the low bidder (or selected proposer) but a contract was not executed?
Yes ___ No ___
If yes, provide details on a properly identified attachment.

4. During the past five (5) years, has firm paid liquidated damages on a government project?
Yes ___ No ___
If yes, provide details on a properly identified attachment.

FORM 1 ATTACHMENT 1F STAFFING

Project Manager – (as defined in the Scope of Services)

In addition to the detailed resume in the Technical Proposal, the Proposer shall supply the information requested below for its planned Project Manager:

Name	
Title	
What percentage of his/her time will this person devote to this Project?	
Is this individual currently employed by Proposer?	Yes ___ No ___
If yes, number of years employed	
Is this individual currently employed by Proposer's subcontractor?	Yes ___ No ___
If yes, number of years employed	
If this individual is not currently employed by Proposer or Proposer's subcontractor, does the Proposer or subcontractor have a Letter of Commitment from this Individual?	Yes ___ No ___
Current employer name	
Address	
Address	
City, State ZIP	
Telephone number	
Does this individual currently live in the State of Florida?	Yes ___ No ___
If no, does the Proposer or subcontractor have a Letter of Commitment from this individual to move to the State of Florida?	Yes ___ No ___

The Proposer shall provide a list of project(s) where this individual has had the responsibilities and has performed the duties similar to the Project responsibilities and duties being proposed with the following information:

Project name	
Employer	
Client name	
Start and end dates of project assignment	
Address	
Address	
City, State ZIP	
Telephone number of Client	

The Proposer may list additional project responsibilities and duties for this individual on a properly identified attachment.

FORM 1 ATTACHMENT 1G STAFFING

Other Key Personnel (as determined by Proposer)

In addition to the detailed resume in the Technical Proposal, the Proposer shall supply the information requested below for its planned key personnel (attached additional sheets as necessary):

Name	
Title	
What percentage of his/her time will this person devote to this Project?	
Is this individual currently employed by Proposer?	Yes ___ No ___
If yes, number of years employed	
Is this individual currently employed by Proposer's subcontractor?	Yes ___ No ___
If yes, number of years employed	
If this individual is not currently employed by Proposer or Proposer's subcontractor, does the Proposer or subcontractor have a Letter of Commitment from this individual?	Yes ___ No ___
Current employer name	
Address	
Address	
City, State ZIP	
Telephone number	

The Proposer shall provide a list of project(s) where this individual has had the responsibilities and has performed the duties similar to the Project responsibilities and duties being proposed with the following information:

Project name	
Employer	
Client name	
Start and end dates of project assignment	
Address	
Address	
City, State ZIP	
Telephone number of Client	

The Proposer may list additional project responsibilities and duties for this individual on a properly identified attachment.

FORM 1
ATTACHMENT 1H
SUBCONTRACTOR APPROVAL LIST

This form is included as a Proposal requirement to assist the Department in the evaluation of the subcontractor(s) proposed by the Proposer for the work under this RFP (attach additional sheets as necessary).

Once approved by the Department, subcontractor substitutions, additions, or replacements must receive prior written approval. *All subcontractors assigned more than five percent (5%) of the Contract dollar value per year are considered Major Subcontractors and must be listed.*

The Proposer shall also provide identification of all major subcontractors who are Minority Business Enterprises (MBEs).

1. Major Subcontractor	
Firm Name	
MBE?	
Principal Contact	
Title	
Telephone Number	
Address 1	
City, State ZIP	
Project Name	
Project Description	
Project Location	
Percentage Amount of Prime Contract Value	
Date Work Began	
Scheduled End Date	
Other Pertinent Information	

2. Major Subcontractor	
Firm Name	
MBE?	
Principal Contact	
Title	
Telephone Number	
Address 1	
City, State ZIP	
Project Name	
Project Description	
Project Location	
Percentage Amount of Prime Contract Value	
Date Work Began	
Scheduled End Date	
Other Pertinent Information	

**DRUG-FREE WORKPLACE PROGRAM,
 VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
 NOTICE OF INTENT TO SUBLET**

I, _____, _____
 (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)
 of _____, hereby certify that:
 (Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, Florida Statute.

B. Vehicle Operator License & Vehicle Registration

All operators driving Proposer vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 Florida Statute, and further states that all vehicles operated, or caused to be operated by said Proposer:

- Meet the financial responsibility requirements in accordance with Chapter 324 Florida Statute, and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 Florida Statute, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 Florida Statutes, and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

We ____ (do) ____ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractor</u>	<u>Percent*</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

Signature: _____
 Owner, President, Vice President or Designated Officer (Corp. Resolution**)

Date: _____

*Percentage must not be for more than 40% of the Contract total.

**If person signing the form is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the proposal package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE TECHNICAL PROPOSAL PACKAGE

CONTRACTOR NOTIFICATION

TO: All Contractors

FROM: Turnpike Asbestos Coordinator
(954) 975-4855
Pompano Beach, Florida

SUBJECT: ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

It is possible that you may encounter Asbestos-containing materials (ACM) while working in State-owned buildings since ACM are present in many of these buildings. The presence of ACM does not necessarily mean that a hazard exists. However, a hazard may be created when ACM is disturbed, and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid disturbance of ACM.

Prominently posted in each building is an "Occupant Notification" which summarizes known locations of ACM in that building. An Operations and Maintenance (O & M) plan has been developed for these known locations of ACM. Since the known locations may or may not include all ACM, workers must exercise caution and be watchful for materials that might contain asbestos. You must avoid inadvertently disturbing ACM or suspected ACM as you carry out your work.

If you need additional information regarding ACM in a particular building or would like to see a copy of the O & M Plan, contact the Building Asbestos Contact Person (BACPer) responsible for that building or the Turnpike Asbestos Coordinator. The specific designated BACPer (name and telephone) is listed on the "Occupant Notification."

If your work necessitates the disturbance of ACM, you shall take all precautions necessary to protect human health and the environment from asbestos fibers. At a minimum, you must use the procedures found in the O & M Plan; comply with all federal, state and local laws governing work with asbestos; assure that your employees are medically certified, trained and equipped with the proper personal protective devices for safe handling of ACM; and ensure that all employees performing work with ACM related to State-owned buildings execute a "Certificate of Worker's Acknowledgment" prior to beginning work. Immediately upon inadvertently or before disturbing ACM in any State-owned building you must notify the designated BACPer.

ACKNOWLEDGMENT OF ASBESTOS WARNING

I, _____ (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) _____ (Title)

of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

Asbestos-Containing Materials (ACM) Information for Turnpike Facilities and information on how to contact the Building Asbestos Contact Person (BACPer), for information regarding how to find out where asbestos-containing materials are located and how to avoid any contact with ACM.

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution*)

* If person signing the form is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

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 a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

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: _____

CORPORATE RESOLUTION OF

(Recite Name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for _____

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$_____), upon the terms and conditions contained in the proposed Contract, a copy of which is attached hereto as Exhibit "A," Scope of Services and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the _____ day of _____, 20_____, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this _____ day of _____, 20_____.

Signature of Secretary

Name of Secretary printed or typed

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DOT-RFP-21-8029-GB



ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 6

The Proposer shall acknowledge receipt of each addenda to this Request for Proposal by completing this form and including same in the proposal package.

Addenda No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to confirm receipt of addenda may be cause for rejection of the Proposer's proposal package.

Dated _____, 20_____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

CERTIFICATION OF ACCEPTABLE DRIVING RECORD

I do hereby certify that no personnel provided under the terms of this Agreement who are required, as an essential part of their duties, to operate a motor vehicle owned or leased by the Department shall have an unacceptable driving record. Prior to such personnel beginning work under this Agreement, we will conduct a check of their driving record with the Department of Highway Safety and Motor Vehicles. An unacceptable driving record is defined as follows:

1. Within three (3) years preceding the start of work under this Agreement, any one of the following:
 - a) three (3) or more moving violations, which accumulate three (3) or more points per violation;
 - b) a suspension or revocation of a driver's license, except for administrative reasons;
 - c) two (2) convictions of reckless driving.

2. Within four (4) years preceding the start of work under this Agreement, a suspension or revocation of their driver's license for driving a vehicle while under the influence of alcohol or a controlled substance, or suspension for refusal to take a sobriety test (blood, urine, or breath) when asked to by an officer.

By:

Authorized Signature

Print/Type Name

Title

Name of Company

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**REPORT OF RELATIVES WORKING
 FOR THE DEPARTMENT OF TRANSPORTATION**

Section 1. This section is to be completed by EMPLOYEE OR CANDIDATE prior to personnel action being finalized.

LAST NAME (printed or typed)	FIRST NAME (printed or typed)	MI
POSITION NUMBER	MAIDEN NAME (IF APPLICABLE)	
WORKING CLASS TITLE		
COST CENTER # / TITLE		PROPOSED EFFECTIVE DATE

I, the above-named employee or successful candidate, certify to the best of my knowledge, that upon being appointed to the above identified position on the above proposed effective date that (check one):

- A. I have **NO RELATIVES** (as listed on page 2 of this form) currently employed by the Department of Transportation.
- B. I have a relative(s) currently employed by the Department of Transportation **BUT** such relative(s) would **NOT** be in my same cost center **AND** would **NOT** be in a position with line of authority over my position. I understand that if I am not sure, I may request the manager or appointing authority to verify such upon my disclosure of such relatives in Section 2 below.
- C. I have a relative(s) within the **COST CENTER** to which I am being appointed. Said relative(s) is/are listed in Section 2 below.
- D. I have a relative(s) who will be in a position in the **LINE of AUTHORITY** above or under my position. Said relative(s) is/are listed in Section 2 below.

Section 2. NAME(S) OF RELATIVE(S) if necessitated by Subsection B, C, or D above. Use separate sheet if necessary.

RELATIVE(S) FULL NAME	RELATIONSHIP TO EMPLOYEE	DISTRICT/WORK UNIT	COST CENTER #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

In addition, I certify that as of the date of my signature the above information is accurate and represents a full disclosure.

EMPLOYEE/CANDIDATE SIGNATURE	DATE
------------------------------	------

Section 3. This section is to be completed by the MANAGER OR APPOINTING AUTHORITY prior to the personnel action being finalized.

I, _____, _____ as the
Print/type full name Working Class Title
 manager or appointing authority to take the subject personnel action certify that:

MUST CHECK ONE:

- The personnel action complies with the provisions of Procedure 250-015-005.
- I have requested an **EXCEPTION** as provided in Procedure 250-015-005 and have received the necessary **APPROVAL** (copy attached).

MANAGER/APPOINTING AUTHORITY'S SIGNATURE	DATE
--	------

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**REPORT OF RELATIVES WORKING
 FOR THE DEPARTMENT OF TRANSPORTATION**

250-011-01
 HUMAN RESOURCES
 08/18

RELATIVES WORKING FOR THE DEPARTMENT

- No personnel action may be taken that would **result in** the employment of more than one member of an immediate family working in the same cost center or **result in** an employee or a successful candidate being placed in a position that is **under the line of authority** of their own relative. An appropriate executive level manager may approve and take a personnel action that allows an employee or successful candidate to be placed in the line of authority over their own relative. However, in no case may such a personnel action result in an employee or successful candidate having **direct supervision over** their own relative. For purpose of this section "**member of an immediate family**" means a relative of an employee as defined below.
- **Reporting of Relatives Working for the Department.**
 1. Each employee or successful candidate is required prior to being appointed in or to a position in the Department, to certify that they do not have any relatives working for the Department who would be in the same cost center or who would be in a position in the line of authority above or below the employee or successful candidate as a result of such personnel action. Each manager or hiring authority taking such personnel action shall certify compliance or gain approval as provided in Procedure 250-015-005 prior to finalizing such personnel action.
 2. Certification required above shall be accomplished by using this form. This form and any exception approval shall be completed and submitted with the employment paperwork required for the personnel transaction to the Human Resources Office.

The following definitions shall apply for the purposes of completing this form:

- "**Line of Authority**" means any and all positions having supervisory authority within the direct chain of command or supervisory path which organizationally links any position in the Department to the Secretary.
- "**Direct Supervision**" means being an employee's immediate supervisor, the rater or reviewer of the employee's performance appraisal.
- "**Relative**" with respect to an employee of the Department means an individual who is related to said employee as:

Father	Spouse (Husband/Wife)	Stepfather	Uncle
Mother	Father-in-law	Stepmother	Aunt
Son	Mother-in-law	Stepson	Nephew
Daughter	Son-in-law	Stepdaughter	Niece
Brother	Daughter-in-law	Stepbrother	Half Brother
Sister	Brother-in-law ¹	Sistersister	Half Sister
	Sister-in-law ²		First Cousin

- **Exception approval** must be obtained from the District Secretary or Assistant Secretary and will need to include the following:
 - The relationship of the individuals concerned;
 - Position to be held by both individuals;
 - The necessity for an exception; and,
 - Full justification as to why a qualified non-relative should not be employed or appointed to the position.

¹ Brother-in-law means the brother of one's spouse; the husband of one's sister; and/or the husband of the sister of one's spouse.

² Sister-in-law means the sister of one's spouse; the wife of one's brother; and/or the wife of the brother of one's spouse.

Employees of the Department, in regard to the restrictions on employment of relatives, are expected to conduct themselves in accordance with the provisions of Section 112.3135, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR TRAVEL FORM

Contractor _____	Contract or PO # _____	Contact Person _____
Company _____	Company's Address _____	Telephone No. _____
Residence (City) _____	_____	E-Mail Address _____

DATE	TRAVEL PERFORMED FROM POINT OF ORIGIN TO DESTINATION	PURPOSE OR REASON FOR TRAVEL (NAME OF CONFERENCE OR CONVENTION)	HOUR OF DEPARTURE and RETURN	CLASS A & B MEAL ALLOWANCE	PER DIEM/ ACTUAL LODGING	MAP MILEAGE	VICINITY MILEAGE	INCIDENTAL EXPENSES	
								AMOUNT	TYPE

SIGNATURES

I hereby certify or affirm that the above expenses were actually incurred by me as necessary traveling expenses in the performance of my official duties; attendance at a conference or convention was directly related to my official duties of the agency or contract/PO; any meals or lodging included in a registration fee have been deducted from this travel claim; and that this claim is true and correct in every material matter and conforms in every respect with the requirements of Section 112.061, Florida Statutes, Chapter 691-42 F.A.C., Department of Financial Services Reference Guide For State Expenditures, Department of Transportation Disbursement Handbook and the terms of the contract.

CONTRACTOR: _____ DATE: _____

JOB TITLE: _____

Pursuant to Section 112.061(3)(a), Florida Statutes and the terms of the Contract, I hereby certify or affirm that to the best of my knowledge the above consultant was on official business for the State of Florida and the travel was performed for the purpose(s) stated above.

CONTRACTOR'S SUPERVISOR: _____ DATE: _____

TYPED or printed NAME: _____

TITLE: _____

COLUMN TOTAL	COLUMN TOTAL	TOTAL MILES	0	COLUMN TOTAL	SUMMARY TOTAL
\$0.00	\$0.00	X @ \$0.445		\$0.00	\$0.00
		\$0.00			

JUSTIFICATION/EXPLANATION

OTHER PERSONNEL IN PARTY

Instructions for Completing the Contractor Travel Form

Contractor: Name of the individual who performed travel.

Contract or PO No.: Number of the contract or Purchase Order on which work was performed.

Company: The consultant's company.

Company's Address: City where the consultant's company is located.

Residence (City): City where the consultant resides.

Contact Person: Person to notify for inquiries related to the travel voucher.

Telephone No: The telephone number of the contact person.

E-Mail Address: E-Mail address of the contact person.

Date: (MM/DD/YYYY) Dates of actual travel.

Travel Performed From Point of Origin to Destination: Departing location to the city or town of where business will commence. List each location. NO ABBREVIATIONS.

Purpose or Reason for Travel: Give reason for travel. Specify name of conference, convention, seminar, training, etc. NO ABBREVIATIONS and NO ACRONYMS

Hour of Departure and Return: Actual time of departure and return. Must state A.M or P.M

Class A & B Meal Allowance: Itemize daily using the appropriate meal allowance: \$6 for breakfast, \$11 for lunch, and \$19 dinner per F.S. 112.061. Deduct any meals included in a registration fee paid by DOT.

Per Diem/Actual Lodging: Itemize daily. For per diem use the rate of \$80 per day prorated on a quarterly basis. When calculating per diem Class A travel day starts at midnight and Class B travel day begins at the time of departure. For actual lodging use single occupancy rate including taxes.

Map Mileage: Point to point mileage calculated from the Official Department of Transportation map (in-state) available on the Internet at <http://www3.dot.state.fl.us/mileage>.

Vicinity Mileage: Mileage other than map mileage incurred within headquarters or destination.

Incidental Expenses: List the amount and the type of charge being charged (do not itemize daily).

Column Total: Total cost for class A & B meal allowance.

Column Total: Total cost for Per Diem/Actual Lodging.

Total Miles: Total of map and vicinity mileage at \$0.445 per mile.

Column Total: Total cost of incidental expenses.

Summary Total: Total cost to the Department of Transportation.

Contractor: Individual who performed the travel.

Date: Date the travel form was prepared.

Job Title: Job title of the traveler.

Contractor's Supervisor: Traveler's supervisor.

Date: Date the authorized official approved/signed the travel form.

Typed or Printed Name: Typed or printed name of the authorized official.

Title: Job title of the authorized official.

Justification/Explanation: Explain any unusual claims for reimbursement.

Other Personnel in Party: List the names of other personnel traveling with you.

Meal Allowances and Travel Status are as follows:

Refer to Disbursement Handbook, Section 112.061, F.S. and Chapter 69I-42 F.A.C. and Department of Financial Services for complete instructions.

CLASS A TRAVEL STATUS - Continuous travel of 24 hours or more away from official headquarters.

CLASS B TRAVEL STATUS - Continuous travel of less than 24 hours requiring overnight absence from official headquarters.

MAXIMUM ALLOWANCES FOR MEALS AS FOLLOWS:

BREAKFAST \$6.00 - When travel begins before 6 a.m. and extends beyond 8 a.m.

LUNCH \$11.00 - When travel begins before 12 noon and extends beyond 2 p.m.

DINNER \$19.00 - When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

(NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity.)

EXHIBIT "C," PRICE PROPOSAL SIGNATURE PAGE

TRAFFIC MANAGEMENT CENTER STATEWIDE OPERATIONS SERVICES FOR FLORIDA'S TURNPIKE ENTERPRISE

The undersigned has completed and is returning the following documents as part of the package and understands that failure to return any of these documents fully completed may deem the Proposer non-responsive.

The following forms must be completed and submitted with the Proposal.

- _____ Technical Proposal (Refer to Instructions for Electronic Submission of Proposals. Do not include Price Proposal).
- _____ Exhibit "C," Price Proposal Schedule 1 through Schedule 4f, Pages C-1 thru C-14. Refer to Instructions for Electronic Submission of Proposals and Timeline for date and time.)
- _____ A copy of the Vendor's Business Tax Receipt, stating the name of the Proposer's business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.
- _____ A copy of the Vendor's current Certificate of Liability Insurance.
- _____ All forms supplied with the Proposal Package (Forms 1-10), return Forms 5 and 6 if applicable. Form 9 shall be required if awarded the Contract. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each applicable form.
- _____ All additional documentation required with the Technical Proposal.

Name of Business: (Print) _____ Federal I.D. No.: _____

Mail Address: _____ M.B.E.: Yes No

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____ - _____

Phone Number: () _____ - _____ Fax No. () _____ - _____

Email Address: _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Authorized Signature: _____ Title: _____

Owner, President, Vice President or Designated Officer (Corporate Resolution)**

Print/Type Name: Mr. Ms. Mrs. _____ Date: _____

Phone Number: () _____ - _____ Email Address: _____

*If person signing the form is someone other than the Owner, President, Vice President or a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-RFP-21-8029-GB

**TRAFFIC MANAGEMENT CENTER
STATEWIDE OPERATIONS SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

INDEFINITE QUANTITIES CONTRACT

FPID: 190766-4-82-03

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 190766-4-82-03

F.E.I.D. No.: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st
year of Contract, pursuant to s. 216.313, F.S. _____
(required for contracts in excess of \$5 million)

Procurement No.: DOT-ITB-21-8029-GB

D.M.S. Catalog Class No.: 80111700, 80111701, 93141802,
81102200, 81102201

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2021, 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 providing Traffic Management Center (TMC) Operations services to monitor traffic and respond to events along Florida Turnpike Enterprise roadway facilities providing incident management and advanced traveler information services 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

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

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 as selected below, 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 Project/Contract Manager and shall be completed within five (5) years or date of termination, whichever occurs first.

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 noncompliance. 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 on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and person 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 provision 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, and automotive liability insurance covering all vehicles owned or otherwise used in the Contract work with minimum combined limit of \$500,000 including hired and non-owned liability and \$5,000 medical payment 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 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 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 therefore.

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 (30) 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:

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@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 the 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 a 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.shmt>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725,

Florida Statutes, or is engaged in a boycott of Israel, Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those cost 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 Section 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, representative, 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 subcontract 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 actions may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor’s employees or subconsultants access to the Department’s secure networks as part of the project. In the event such employees’ or subconsultants’ participation in the project is terminated or will be terminated, the Vendor shall notify the Department’s project manager no later than the employees’ or subconsultants’ separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees’ or subconsultants’ participation in the project, whichever occurs later.
- J. Vendors/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; and,
 - 3. shall adhere to requirements in Section 448.095, Florida Statutes.
- 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, Appendix “A,” Turnpike TMC SunGuide Operations Concept and Protocols, Attachments, “A-C,” Exhibit “B,” Method of Compensation, Exhibit “C,” Price Proposal, and Vendor’s Technical Proposal
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officer 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
(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "A"
SCOPE OF SERVICES**

DOT-RFP-21-8029-GB

**TRAFFIC MANAGEMENT CENTER
STATEWIDE OPERATIONS SERVICES
FOR
FLORIDA'S TURNPIKE ENTERPRISE**

INDEFINITE QUANTITIES CONTRACT

FPID: 190766-4-82-03

**EXHIBIT “A”
SCOPE OF SERVICES**

**TRAFFIC MANAGEMENT CENTER
STATEWIDE OPERATIONS SERVICES
FOR
FLORIDA’S TURNPIKE ENTERPRISE**

1.0 OBJECTIVE:

Transportation Systems Management and Operations (TSM&O) is an integrated program to optimize the performance of the existing multimodal roadway infrastructure through implementation of systems, services, and projects that preserve capacity and improve the security, safety, and reliability of the transportation system. The objective of this Statewide Traffic Management Center Operations CONTRACT (CONTRACT) is to operate the regional Traffic Management Center (TMC) facility locations within Florida’s Turnpike Enterprise (FTE) jurisdiction at the highest level of cost-effective performance, resulting in improved safety, reduced delay on Florida’s Turnpike system and adjoining highways, real-time management and traveler information for all transportation modes, and seamless coordination with all other agencies.

2.0 DEFINITION OF TERMS:

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:

CONTRACT: The term “CONTRACT” means the entire and integrated Agreement between the DEPARTMENT and the VENDOR (hereinafter collectively referred to as the “Parties”), which supersedes all prior negotiations, representations, or agreements, either written or oral. The CONTRACT documents (Standard Written Agreement, Exhibit “A,” Scope of Services, Exhibit “B,” Method of Compensation, Exhibit “C,” Price Proposal, VENDOR’S Technical Proposal, Attachments, and any amendments and supplements thereto) form the CONTRACT between, and otherwise set forth the obligations of the Parties, including the performance of the work and the basis of payment.

CONTRACT Employee: The individuals employed by the VENDOR performing duties and responsibilities of operating the regional TMC.

DEPARTMENT: State of Florida Department of Transportation, Florida’s Turnpike Enterprise (FTE)

DEPARTMENT’S Project/Contract Manager: The individual employee of the DEPARTMENT responsible for the overall management of the CONTRACT, reviews and makes recommendation for approval for payment of services requested herein by the VENDOR.

Supplemental Agreement: A written agreement between the VENDOR(S) and the DEPARTMENT modifying the CONTRACT within the limitations set forth in the CONTRACT, and as provided by law.

VENDOR: The firm selected through the competitive process to provide the services requested herein.

3.0 VENDOR'S QUALIFICATIONS:

The VENDOR shall maintain and keep in force throughout the life of the CONTRACT and extensions, the requirements specified below. Failure of the VENDOR to comply with these requirements will be sufficient grounds for the DEPARTMENT to declare the VENDOR in default pursuant to the terms of Section 6 Termination and Default, of the Standard Written Agreement.

A. Business Location

The VENDOR shall have a current and valid Business Tax Receipt which states the name of the VENDOR, street address of the business where all the work covered under the CONTRACT will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the CONTRACT).

B. Certification of Experience

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been in the business requested in the scope of work for this CONTRACT for a minimum of five (5) years.

The VENDOR shall have provided services for the past five (5) consecutive years for the services being requested in the scope of work for this CONTRACT.

4.0 SERVICES TO BE PROVIDED:

4.1 Florida's Turnpike Enterprise (FTE) intends to provide Traffic Management Center (TMC) Operations services through a contract with a vendor to monitor traffic and respond to events along FTE roadway facilities providing incident management and advanced traveler information services.

A. FTE requires a vendor organization that will appropriately represent FTE to the public and provide services in a professional, effective and efficient manner with a quality of services that brings credit to FTE. The purpose of this CONTRACT is to provide operational support services for the TMC facilities located at the Florida Department of Transportation (DEPARTMENT) owned locations: Turnpike Operations Center located at Pompano Beach Service Plaza, Mile Post 65, of Florida's Turnpike in Pompano Beach, Florida and the Turkey Lake Operations Center located at the Turkey Lake Service Plaza, Mile Post 263, of Florida's Turnpike in Ocoee, Florida, and a co-location program with the Florida Highway Patrol at the Lake Worth Regional Communications Center (LWRCC) at Mile Post 94 in West Palm Beach, Florida. These services will include the operation and management of the regional TMCs, associated facilities' elements, and programs on both freeway/mainline systems and associated arterial systems leading up to the Turnpike Right-of-Way.

B. The VENDOR shall function as an extension of the DEPARTMENT's resources by providing qualified personnel to perform the duties and responsibilities assigned under the terms of this CONTRACT. The DEPARTMENT, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services.

C. The DEPARTMENT shall request services on an as-needed basis. There is no guarantee that any or all of the services described in this CONTRACT will be assigned during the term of this CONTRACT. Further, the VENDOR shall provide these services on a non-exclusive basis. The DEPARTMENT, at its option, may elect to have any of the services set forth herein performed by other vendors or DEPARTMENT staff.

4.2 REQUIRED SERVICES:

The following types of work elements may be assigned under terms of this CONTRACT.

A. TMC Operational Services

TMC operational services shall include, but not be limited to the following:

1. Provide personnel for monitoring all intelligent transportation systems (ITS) within Florida's Turnpike System under the operations of the Traffic Operation unit.
2. Provide real-time traveler information via various methods described further in this document.
3. Provide regional traffic incident management event coordination.
4. Provide Road Ranger dispatch and monitoring of the assist events.
5. Provide Rapid Incident Scene Clearance (RISC) dispatch in coordination with Florida Highway Patrol (FHP) activations or the DEPARTMENT request, and all following communications and documentation of RISC incidents.
6. Provide Specialty Towing and Roadside Repair (STARR) program coordination and inspection of its services, including coordination with the Department Project/Contract Manager.
7. Provide coordination with emergency management representatives through the TMC.
8. Provide special advisory messaging for Turnpike's managed (Thru) lanes. Coordination of closing of the delineated lane segments of managed lanes during an active incident through use of overhead Dynamic Message Signs (DMS) and dispatch of Road Ranger or other Maintenance of Traffic (MOT).
9. Provide notifications to and/or coordination with incident responders (Roadway Maintenance, Construction, Facilities, Toll Systems/SunWatch, Law Enforcement, Fire/Rescue, Road Ranger Service Patrols, and other DEPARTMENT on-call personnel). This coordination includes that with contracted parties representing Turnpike Roadway Maintenance, Construction and other DEPARTMENT representatives.
10. Serve as primary point of contact for Workplace Safety and Security Program, which involves coordinating with FHP and DEPARTMENT leadership and others upon the request for a building lockdown protocol to be executed.
11. Answering after-hours calls for Facilities/Telecommunications and Roadway Maintenance emergency needs and for contacting on-call personnel and/or entry of a work order ticket.
12. Provide support for statewide Florida 511 operations through SunGuide software and floodgate recording when needed.
13. Provide operations support of statewide TSM&O Programs.
14. Provide statewide coordination and posting of America's Missing: Broadcast Emergency Response alerts (AMBER), Silver alerts, and Law Enforcement Officer (LEO) alerts. This also includes the input of license plate entry into the Toll Systems/Loss Prevention Blacklist filter system and monitoring any alerts from this system.

15. Provide recommendations for improving event management strategies for Integrated Corridor Management (ICM), including recommendations for the TMC Operations staff, the DEPARTMENT and its operating partners.
16. Provide review of operations maintenance reports on all ITS devices to verify completeness (provided by others responsible for ITS maintenance duties).
17. Provide real-time performance measures in a DEPARTMENT acceptable format.
18. Monitor weather alarms and alerts from various sources.
19. Provide statewide TSM&O-related coordination with other parties.
20. Provide operations and monitoring of all Advanced Traffic Management Systems (ATMS) within the Florida's Turnpike Enterprise limits.
21. Monitor and operate SunGuide® system(s), in conjunction with other contractors/consultants who maintain the Turnpike's ITS wide area network.
22. Facilitate implementation of improved signal operations through coordination on an event basis with the local signal operating maintaining agency/agencies.
23. Provide direct communications with other FHP, TMCs and County public safety communication centers, when needed.
24. Provide coordination with all FDOT Districts.
25. Provide operations support of lane closures, both planned and unplanned.
26. Provide public information and customer service coordination with other Turnpike departments.
27. Provide information technology (IT) services to operate the TMC control room.
28. Provide Emergency Shoulder Use operations monitoring and communications support.
29. Provide Emergency Operations Center (EOC) emergency event support.
30. Provide traffic engineering support services, as requested.
31. Follow the current version of the Turnpike TMC SunGuide Operations Concept and Protocols (SOG). The SOG may change during the life of the CONTRACT. The current version is included for reference (Appendix "A") for TMC operations.

4.3 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS (TSM&O)
DEVICE MONITORING:

On behalf of the DEPARTMENT, the VENDOR will control and manage the TSM&O devices from the TMC or other assigned locations. The VENDOR shall monitor and operate the following systems, but not limited to:

- A. Dynamic message signs (DMS)
- B. Closed-circuit television (CCTV) cameras
- C. Microwave vehicle detection system
- D. Wrong Way Vehicle Detection System
- E. Road weather information system
- F. Citizens Band (CB) radio advisory system

- G. Highway advisory radio system
- H. Managed lanes system advisory components
- I. Vehicle data collection sites included but not limited to:
 - o Bluetooth-based travel time systems
 - o Microwave vehicle detection system
 - o Automatic vehicle information sites
 - o Video detection system
- J. All ITS computer hardware and software systems
- K. Primary system software, including but not limited to:
 - o SunGuide® TMC software
 - o Highway advisory radio software
 - o Operations Management System (OMS), maintained by others.
 - o Solarwinds or similar network management software, maintained by others.

4.4 FREEWAY AND ARTERIAL NETWORKS MAINTENANCE:

ITS field device maintenance will be performed by the DEPARTMENT through a separate maintenance Contractor. The VENDOR staff will provide monitoring of ITS field devices' statuses and will ultimately utilize the DEPARTMENT's Inventory Management System to update the device status. In case of device failure, the VENDOR'S Project Manager will evaluate and correct the failure in accordance with procedures defined in the SOGs. If a need to call the maintenance Contractor is required, the VENDOR will prioritize, coordinate, and schedule ITS field device repair activities as directed and approved by the DEPARTMENT. The VENDOR will coordinate preventive maintenance activities with the maintenance Contractor on a scheduled basis, as approved by the DEPARTMENT.

4.5 THE POMPANO TMC, TURKEY LAKE TMC, AND LAKE WORTH REGIONAL COMMUNICATIONS CENTER TMC:

- A. The DEPARTMENT has developed a statewide traffic management software known as SunGuide® software. SunGuide® software is a comprehensive ATMS software that acts as an interface with ITS field devices. SunGuide® software will be a standard for all TMCs throughout the State of Florida and will be capable of center-to-center communications. The software will be flexible and expandable to match the individual needs of each TMC. SunGuide® software maintenance will be provided by the DEPARTMENT through a separate software maintenance consultant. The VENDOR shall use SunGuide® software for monitoring and managing TSM&O devices and facilitate all activities for software installation and maintenance.
- B. The DEPARTMENT and its representatives will have access and use of designated space, including offices, the control room, server room, and other common areas on the designated floors of the facilities previously identified. Maintenance of the buildings are performed through FTE Facilities unit and are not part of this CONTRACT.
- C. The DEPARTMENT will provide equipment/furnishings (e.g. video monitors, workstations, consoles, chairs, tables, office supplies) and utilities (e.g. air conditioning, lighting, electrical

power) at the TMCs at no cost to the VENDOR. The VENDOR will also have access to office space, printers, fax machines, copiers, and phones for the TMC staff business use.

- D. The VENDOR shall facilitate all system hardware and software changes that may be implemented by others during the term of this CONTRACT as directed by the DEPARTMENT. These changes include updating the systems to accommodate roadway changes as well as TSM&O expansion.

4.6 INCIDENT MANAGEMENT:

A. Road Ranger Service Patrol

The DEPARTMENT provides free highway assistance services during incidents to reduce delay and improve safety for the motoring public. The program for provision of these services is called Road Ranger Service Patrol. These services are provided 24 hours/day, 7 days/week along the entire Florida's Turnpike Mainline and along other roadways in the Turnpike System as determined by the DEPARTMENT. The TMC will be in direct coordination with this program. In general, the TMC operators will be responsible for dispatch of Road Ranger service patrols and assistance in the incident management process. The VENDOR will be responsible for ensuring that all communications and coordination efforts between the operations staff and the Road Ranger service patrols are in accordance with the SOGs. If discrepancies or inefficiencies are found, the VENDOR shall address them with the DEPARTMENT'S Project/Contract Manager.

B. Rapid Incident Scene Clearance (RISC)

The RISC program was created to provide an immediate incident clearance tool for severe incidents Turnpike-wide. RISC responds 24 hours, 7 days/week, 365 days/year (24/7/365) to severe traffic incidents, such as full highway closures, fatalities, overturned commercial trucks, and complex spilled loads that require this specialty equipment to reopen the roadway quickly. The TMC operators will be responsible for dispatch of the RISC services, coordination with Roadway Maintenance and other assistance in the incident management process. The VENDOR will be responsible for ensuring that all communications and coordination efforts between the operations staff and the DEPARTMENT and its contractors are in accordance with the Standard Operations Guidelines (SOGS).

C. Speciality Towing and Roadside Repair (STARR)

1. The STARR program is designed to expeditiously meet the towing and repair needs of customers by responding to Florida Highway Patrol-dispatched calls within committed timeframes in designated sectors on the Turnpike System.
2. The STARR program is a key component of Turnpike's efforts to increase travel time reliability and improve service and safety to our customers. STARR personnel are trained and/or certified to work safely under high-speed traffic conditions. STARR service wreckers and facilities are regularly inspected by Turnpike personnel to ensure compliance with STARR specifications, and authorized STARR service vehicles are identified by a Florida's Turnpike Enterprise (FTE) decal. The VENDOR is not responsible for primary communication to STARR contractors, but may be required to coordinate with the STARR contractor due to a particular incident issue or response need.

5.0 PERFORMANCE OF SERVICES:

- A. A minimum of one (1) TMC Operations Shift Supervisor or a TMC Lead Operator at each location will be on premises Sunday through Saturday between 6 a.m. and 10 p.m. (8.5-hour shifts that includes lunch break).
- B. A minimum of one (1) TMC Operations Shift Supervisor or a TMC Lead Operator at either of the two (2) TMC locations will be on premises Sunday through Saturday between 10 p.m. and 6 a.m. (8.5-hour shifts that includes lunch break).
- C. TMC Operations Operators - The VENDOR shall have a minimum of eight (8) operators during peak times (Sunday through Saturday, 6:00 a.m. to 10:00 p.m.) and three (3) operators on duty for the balance of the schedule 24 hours, 7 days/week, 365 days/year (24/7/365). These minimum numbers are inclusive of the TMC Operations Shift Supervisor and TMC Lead Operator positions. The DEPARTMENT will consider adjustments to these minimum levels if evidence is presented and approved by the DEPARTMENT. The VENDOR shall have one (1) operator at the Lake Worth Regional Communications Center for co-location with FHP between 6:00 a.m. to 10:00 p.m. Monday through Friday.
- D. TMC Operations Manager, or TMC Assistant Operations Manager shall be present on site or on-call to the TMC and/or DEPARTMENT at all times. If the on-call person is not in the TMC, they shall be available by cell phone and shall respond within fifteen (15) minutes of a call from TMC operations staff, the DEPARTMENT'S representative or the Traffic Operations Engineer.
- E. All operations and monitoring shall be (24 hours, 7 days/week, 365 days/year), (24/7/365). The VENDOR shall be responsible for providing any additional staffing needed during all peak hours of traffic, special events, natural disasters, emergency situations, and/or changes in environmental conditions as requested or directed by the DEPARTMENT'S Project/Contract Manager. The VENDORS shall assume all costs for these types of situations in their proposals.
- F. The TMC Operations Shift Supervisor shall be responsible for the transfer/transition of personnel between shifts. The TMC Operations Shift Supervisor is responsible to ensure that all operators conduct a formal briefing to exchange the current incident / event / 511 / dispatching / notifications / system information prior to the previous shift leaving the TMC. The VENDOR shall provide, at a minimum, an outline of their formal briefing process at the end and beginning of each shift.
- G. All TMC Operations staff shall have an individual unique username and password assigned to them. All TMC operations staff shall be responsible for logging onto the system(s) at the beginning of each shift and logging off the system(s) at the end of each shift.
- H. The VENDOR shall provide a management and operational staffing plan for (24 hours, 7 days/week, 365 days/year) 24/7/365 TMC operations to the DEPARTMENT Project Manager within ten (10) business days after CONTRACT execution.

6.0 SCHEDULE OF SERVICES:

Working days shall be separated into two (2) categories: TMC Management Staff and TMC Operations Staff. This section is meant to be a guideline, but not a directive. Upon issuance of the executed CONTRACT, the DEPARTMENT and the VENDOR will create a schedule that will meet the requirements of this CONTRACT.

A. Management Staff Workdays and Holidays

Working days and hours are considered to be (unless otherwise directed by the DEPARTMENT) Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for state holidays as follows:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

B. Operations Staff Workdays

Working days and hours are considered to be 24 hours, 7 days/week, 365 days/year (24/7/365) (unless directed otherwise by the DEPARTMENT).

C. Operations Under Hurricane or other Declared Emergency

If during the life of this CONTRACT, an Executive Order is issued by the Governor declaring a State of Emergency, to maintain continuity of operations and reduce negative impacts to the traveling public, the DEPARTMENT may, at its sole discretion and notwithstanding any other provision of this CONTRACT, PAY for TMC Operations staff hours in the performance of emergency assistance as requested by the DEPARTMENT (VENDOR shall bill at the current billing rate for each position) during any period in which the State of Emergency remains in effect. The VENDOR shall, upon request by the DEPARTMENT, provide written documentation demonstrating that the VENDOR paid all personnel for all hours paid by the DEPARTMENT to the VENDOR. Neither this paragraph, nor any action by the DEPARTMENT under this paragraph, shall be construed as imposing any requirement on the DEPARTMENT to make or to continue to make any payment described herein. The DEPARTMENT shall have the sole authority to determine the amount and the duration of any payment that may be made under this paragraph. TMC personnel may be called upon during the State of Emergency to perform other duties as requested by the DEPARTMENT. The VENDOR agrees that nothing in this paragraph shall, expressly or impliedly, absolve the VENDOR of any of its obligations under this CONTRACT, or constitute a waiver of any rights or remedies the DEPARTMENT has under the terms of this CONTRACT.

7.0 MINIMUM RESPONSIBILITIES AND REQUIRED QUALIFICATIONS OF VENDOR FOR PROVIDING SERVICES:

7.1 This section describes the roles and responsibilities of the VENDOR. This section is meant to be an overview and is not meant to be all-inclusive or limiting. The DEPARTMENT may, at its discretion, add, delete, or revise responsibilities of the VENDOR.

A. The VENDOR shall begin provision of services upon the CONTRACT Notice to Proceed (NTP) from the DEPARTMENT. The VENDOR shall work closely with the DEPARTMENT'S Project/Contract Manager who will be responsible for the overall supervision of this project.

- B. The VENDOR'S Project Manager, management personnel, supervisor, operations personnel, and other staff fall under the responsibility of the DEPARTMENT'S Project/Contract Manager. The DEPARTMENT'S Project/Contract Manager is the authority responsible for managing fulfillment of contractual obligations between the VENDOR and the DEPARTMENT. The VENDOR and VENDOR'S staff shall have the technical and performance experience needed for this type of work. The VENDOR'S staff shall exercise sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the DEPARTMENT and other public agencies. The VENDOR'S staff shall be courteous at all times.

8.0 VENDOR RESPONSIBILITIES:

The VENDOR shall provide the following services, including management, administrative, and technical aspects of this CONTRACT. All activities are required to be tracked, meeting minutes produced, coordination activities documented, and all other aspects of this CONTRACT that are not directly related to operational support service duties. It is the VENDOR'S responsibility to maintain qualified staff at all times.

A. Project Manager

The VENDOR shall provide the DEPARTMENT with a Project Manager for the life of the CONTRACT. Any changes to the VENDOR'S Project Manager, or any other indicated personnel in charge of work, shall be subject to review and approval in writing by the DEPARTMENT before performing any billable services.

B. TMC Operational Support Services CONTRACT Staffing

Upon execution of the CONTRACT, the VENDOR will provide the names and resumes for any proposed staffing changes for the following positions required by this CONTRACT:

1. TMC Project Manager (part-time, expected to be on-site 20 hours per week).
2. TMC Operations Manager (located at either Turkey Lake or Pompano).
3. TMC Assistant Operations Manager (opposite location of TMC Operations Manager).
4. TMC Quality Assurance and Training Specialist
5. TMC Administrative Assistant
6. Field Incident Response Coordinator (Turkey Lake)
7. Field Incident Response Coordinator (Pompano)
8. TMC Operators (four (4) working levels):
 - o TMC Operator 1 (Operator Entry Level)
 - o TMC Operator 2 (Certified Operator)
 - o TMC Operator 3 (Lead Operator)
 - o TMC Operations Shift Supervisor (Advanced Traveler Information System (ATIS) Team Lead)
9. TMC IT Operations Administrator
10. TMC IT Technical Support (Help Desk) Supervisor
11. TMC IT Technical Support (Help Desk) Specialist (alternate location of supervisor position).

C. Tracking and Documentation

The VENDOR shall provide a scheduling software system, at the VENDOR'S expense, to accurately schedule and produce timesheets, and shall be able to provide documentation of billable hours worked by staff from this system.

D. Minor Software/Firmware Updates

1. Minor updates are defined as essential security/bug fix patches for commercial off-the-shelf applications, operating system software, and firmware.
2. The VENDOR is responsible for installing all minor updates to include patching/firmware management for any hardware/software maintained for Control Room operations under this CONTRACT.

E. Commercial-Off-the-Shelf Software

During the term of this CONTRACT, commercial off-the-shelf and operating system software patches shall be applied at least annually, unless otherwise approved by the DEPARTMENT. Minor updates shall adhere to all DEPARTMENT change policies and procedures, and shall be fully tested by the VENDOR, and accepted by the DEPARTMENT prior to installation.

F. Major Software/Firmware Updates

1. Major updates are defined as a release of software or firmware that is not merely a revision or a bug fix but contains substantial changes. Major updates typically require additional purchase and licensing. During the term of this CONTRACT, major updates shall be required when one (1) of the following conditions are met:
 - a. The manufacturer has announced a software version as end-of-life; and will cease providing support within eighteen (18) calendar months.
 - b. The VENDOR has been notified by the DEPARTMENT that an upcoming release of the SunGuide® software has a dependency on a particular operating system or application version.
2. The VENDOR shall have three (3) calendar months to work with other DEPARTMENT staff and consultants to implement a major update when one (1) of the preceding conditions has been met. Major updates shall adhere to all DEPARTMENT change policies and test procedures, and shall be fully tested by the VENDOR, other consultant staff, and accepted by the DEPARTMENT prior to deployment into the production environment.

G. Staff Onboarding Process

1. During the CONTRACT, the VENDOR shall provide application packages to include resumes and items listed in sub-section 8.0(J.2) of all proposed staff and all new hires for approval by the DEPARTMENT prior to hiring.
2. The application packages shall contain the following information, but not limited to:
 - a. Speak, write, and understand English fluently.
 - b. Current driver's license in accordance with the Florida Motor Vehicle Code, for positions with that requirement.

- c. Minimum age of 18 years old.
 - d. Education, certifications, diploma(s), degree(s), professional affiliation(s).
 - e. Minimum of the last two (2) employment positions unless having worked less after graduating high school or college.
3. The DEPARTMENT and/or the VENDOR reserve the right to reject any staff prior to being assigned duties.

H. Staff Hiring, Benefits and Retention

The VENDOR is responsible for maintaining a Hiring and Retention Plan, which is based upon filling the approved staffing levels for each skill classification that will be utilized. The in-depth plan shall include identification of the the following items:

- 1) Proposed recruitment including how and when such recruitment will be performed.
- 2) Screening, background checks, hiring, orientation, and training.
- 3) Employee benefits should be included for employees in all positions under 8.0 (B) to keep competitive employment opportunities amongst both prime VENDOR and any subcontractors for this project including: group medical coverage, a vacation/sick/personal time off (PTO) leave policy, employees being compensated for holidays even when worked, and other planned benefits, such as 401(k), short-term disability, long-term disability, life insurance, etc., with associated employee cost options.
- 4) Performance recognition programs, including any incentive opportunities.
- 5) Maintaining communications to minimize turnover and increase general employee morale.

I. Criminal Record Check

Individuals with criminal records will not be employed under this CONTRACT. Minor past offenses may be acceptable at the DEPARTMENT Project/Contract Manager's discretion. A criminal history record check shall be conducted by an approved FDOT agency. The VENDOR shall provide the results of the criminal record checks to the DEPARTMENT for each employee being employed under this CONTRACT or gaining access to the TMC for the DEPARTMENT'S Project/Contract Manager's approval. The criminal record check shall go back as far as the employee's date of birth.

J. State Law Enforcement Radio System

1. The DEPARTMENT utilizes the Statewide Law Enforcement Radio System (SLERS) in the TMC control room. This makes it necessary for all staff with access to the control room to obtain Joint Task Force (JTF) security clearance.
2. The Joint Task Force security clearance application package shall consist of five (5) forms:
 1. JTF Authorization Release of Information
 2. JTF Security Clearance Application
 3. Security Level Request
 4. Non-disclosure Agreement
 5. Electronic Fingerprint Confirmation Form

- K. Electronic fingerprinting of SLERS security clearance applicants must be completed at a Florida Driver's License Office (see <http://www.flhsmv.gov/offices/>).
- L. Because this clearance is a function of law enforcement, there is no cost. Applicants should NEVER be asked to pay for fingerprinting.
- M. When completed, all forms must be compiled by the Florida's Turnpike TMC Operations Manager (administrator for the VENDOR) to be forwarded to the JTF Security Manager for review.
- N. Security Clearance Denial Reasons
 1. The applicant has been convicted of a felony offense.
 2. The applicant is currently on probation for any offense or has charges pending (felony or misdemeanor).
 3. The applicant has been convicted of a misdemeanor offense involving any type of theft, violence, or drug offenses within the past three (3) years.
 4. The applicant has been convicted of a crime involving domestic violence or currently has a restraining order involving domestic violence or threats.
 5. The applicant has been arrested for any charge involving resisting arrest, battery, or assault on a law enforcement officer.
 6. The applicant is wanted for any criminal offense.
 7. The applicant is illegally residing in or is not approved to work in the United States.
 8. Adverse intelligence information regarding the applicant has been identified.
 9. At the discretion of the JTF Security Manager, based on any other adverse information regarding the applicant.
- O. The JTF Security Clearance process includes the National Crime Information Center and the Florida Crime Information Center checks as well as Interpol (if applicable). The process need only be completed one (1) time as the JTF Security Manager is notified of subsequent 'hits' to the record of cleared staff and will immediately notify the TMC Operations Manager that clearance has been revoked.

9.0 OPERATOR CONDUCT AND GROOMING:

Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the DEPARTMENT. In general, operators will:

- A. Be well groomed and comply with the DEPARTMENT'S office attire.
- B. Be courteous at all times.
- C. No personal cell phones will be used in the control room.
- D. The DEPARTMENT and/or the VENDOR also reserve the right to require removal from this CONTRACT of any employee who cannot perform the duties set forth in the SOGs or damages the reputation of the DEPARTMENT and/or the VENDOR.

E. All VENDOR'S staff shall be required to visibly wear an identification badge at all times.

10.0 PROJECT MANAGEMENT:

The VENDOR shall be responsible for all activities necessary to effectively manage the Pompano, Turkey Lake and Lake Worth locations. It is expected that the VENDOR'S Project Manager shall be a part-time position for this CONTRACT and will be expected to serve approximately 2.5 working days per week. The services to be provided by the VENDOR can be divided into major task groups as follows:

- A. The VENDOR'S Project Manager or agreed upon designee will meet on a weekly basis with the DEPARTMENT'S Project Manager to review and discuss tasks completed during the previous period, task assignments for the current period, and one (1) month "look ahead" schedule. The VENDOR shall provide summary minutes after each meeting for review and approval by the DEPARTMENT.
- B. The VENDOR'S Project Manager shall be responsible for notifying the DEPARTMENT'S Project Manager (or his/her designee) of any and all emergencies and problems regarding operations or maintenance.
- C. The VENDOR'S Project Manager shall be available to meet with the DEPARTMENT'S Project Manager (or his/her designee) at a mutually convenient time for both parties during regular business hours to discuss work requirements prior to the VENDOR assuming the responsibilities of this CONTRACT. This time spent shall not be billable to the DEPARTMENT.
- D. If, during the term of this CONTRACT, a new Project Manager is to be employed by the VENDOR to meet the provisions of the VENDOR'S Project Manager, the individual shall be available to meet with the DEPARTMENT'S Project/Contract Manager (or his/her designee) at a mutually convenient time for both parties during regular business hours to discuss work requirements prior to the VENDOR'S new Project Manager assuming the responsibilities of this CONTRACT. This time spent shall not be billable to the DEPARTMENT.
- E. Project management consists of all work necessary to provide for general management, public outreach, oversight, quality control, and administration of all CONTRACT activities and support personnel. In general, the project management activities include:
 - 1. Provide oversight of all work performed under this CONTRACT.
 - 2. Prepare and submit monthly invoices and supporting invoice documents (time spent on this is not billable to the DEPARTMENT).
 - 3. Track project budget and provide monthly updates, status of work, and cost summaries.
 - 4. Administer a resource allocation plan, ensure that the appropriate resources are available, and provide periodic task schedules for the project.
 - 5. Provide adequate staff and resources for all tasks and activities throughout the duration of the CONTRACT.
 - 6. Ensure the operations staff have the required qualifications and background check documentation before being used for this CONTRACT.
 - 7. Ensure proper training, scheduling, and oversight of the TMC staff.

8. Maintain records and documentation as required to support the overall operations of the TMC based on International Standard for Organization (ISO) 9001 protocols.
9. Ensure periodic update of SOGs and training manuals to reflect the latest operations practices (minimum review every six (6) months).
10. Provide coverage for TMC Management staff during absences.
11. Provide oversight and management of all subcontractors utilized by the VENDOR for this project.
12. Participate in monthly progress meetings with the DEPARTMENT'S staff with minutes produced and a task list.
13. Establish and monitor performance management measures for the TMC staff.
14. Cooperate and coordinate with other agencies and firms, including the DEPARTMENT, all public agencies, contractors, and vendors working for the DEPARTMENT.
15. Develop and maintain the inventory database for all equipment residing within the TMC and all equipment necessary for operation of the DEPARTMENT'S TMC program.
16. Ensure that all deliverables are delivered to, reviewed, and approved by the DEPARTMENT.

11.0 MANAGEMENT AND OPERATIONS:

The VENDOR shall provide the services necessary to assist the DEPARTMENT with operations of the TMC. The VENDOR will be responsible for all TMC operational staff. These services shall include:

- A. Provide a management and staffing plan for 24 hours, 7 days/week, 365 days/year (24/7/365) operation of the TMC.
- B. Oversee the TMC operations staff and ensure that all operations activities conform to SOGs and the DEPARTMENT'S policies.
- C. Conduct hiring process of all TMC operations staff. Perform background checks of all potential candidates. Interview potential TMC operations candidates and recommend best candidate. All candidates require written approval from the DEPARTMENT'S Project/Contract Manager before an offer of employment may be extended to any candidate.
- D. Develop, implement, or improve a TMC operations training and certification program that will have multiple levels of testing and certification based on the DEPARTMENT'S requirements.
- E. Provide training and certifications for all operations staff throughout the term of the operational support services CONTRACT.
- F. Respond to emergency call-ins. Acceptable response time shall be approved by the DEPARTMENT.
- G. Conform to policies applicable to all TMC employees, including access to the building and building security, building cleanliness, and parking.
- H. Adjust work hours in events such as severe weather conditions, traffic conditions, and any other emergency situations.

- I. Maintain the current time tracking system to assist the DEPARTMENT in monitoring the operations staff activities. Analyze the data obtained from this system and create and provide monthly reports with recommendations.
- J. Prepare a plan for operations under severe weather.
- K. Provide recommendations for Statewide Emergency Event Management practices.
- L. Be able to relocate to an alternate operation location in any geographic area of the State of Florida in any situation deemed necessary by the DEPARTMENT'S Project/Contract Manager.
- M. Create, modify, and/or maintain databases used to store data necessary to perform performance measure analysis and any other TMC-related statistical analysis.
- N. Periodically archive data history records as directed by the DEPARTMENT.
- O. Coordinate activities with the DEPARTMENT'S staff and other public agencies and firms.
- P. Provide coordination and public relation services, including but not limited to, TMC tours, presentations to the DEPARTMENT'S management and others, TSM&O/ITS working group attendance, safety outreach events, SunGuide Change Management Board, Florida 511 Working Group and media calls. All public relation activities shall be approved and performed as directed by the DEPARTMENT.
- Q. The VENDOR shall provide cellular communications services to the TMC management and supervisory staff as determined by the DEPARTMENT'S Project/Contract Manager and the VENDOR'S Project Manager. The communications devices shall be licensed cellular, two-way radio telephones with e-mail send/receive capabilities. The VENDOR shall be reimbursed for all fixed and recurring costs associated with the cellular radio/telephone services throughout the term of this CONTRACT. The VENDOR shall obtain and maintain all necessary licenses.
- R. Assist the DEPARTMENT with operations of the TMC and other facilities as required by the DEPARTMENT.
- S. Monitor weather information and identify potential weather problems affecting traffic.
- T. Monitor traffic and detect and manage incidents.
- U. Obtain and disseminate traffic, incident, and roadway-related information.
- V. Dispatch and communicate with Road Ranger service patrols and assist in incident management.
- W. Monitor, evaluate, and prioritize ITS field devices' failures. Coordinate repair and regular maintenance activities of the ITS field devices.
- X. Supply temporary coverage for TMC operations staff when necessary.
- Y. If travel is required, as agreed upon by the VENDOR'S Project Manager and the DEPARTMENT'S Project Manager, the VENDOR shall be reimbursed for all costs associated with the approved travel throughout the term of this CONTRACT. All travel shall be in accordance with Section 112.061 Florida Statutes.

12.0 OPERATION POLICIES AND PROCEDURES:

The VENDOR shall conform to the following policies:

- A. All operations staff will be required to wear appropriate attire while on duty (uniforms are not required but can be provided by the VENDOR if desired).
- B. Operations staff under this CONTRACT will be approved by the DEPARTMENT. The DEPARTMENT reserves the right to reject any staff member or potential staff member at any time. The VENDOR will be responsible for supplying adequate temporary coverage for any rejected candidate responsibilities until a permanent replacement can be identified and approved by the DEPARTMENT.
- C. All subcontractors, whether it be an individual or a firm, must be approved by the DEPARTMENT in writing prior to the initiation of any work.
- D. The VENDOR shall ensure that incident management and information dissemination be performed in accordance with the SOG approved by the DEPARTMENT.
- E. The VENDOR shall notify the DEPARTMENT in writing by email to an authorized representative as soon as possible but no more than two (2) hours after any VENDOR staff member is no longer employed by the VENDOR. The VENDOR shall coordinate with the DEPARTMENT for removal of access permissions granted to any VENDOR staff, contractors, subcontractors, users, and any other visitors immediately when said persons are no longer authorized to access the facility.

13.0 STANDARD OPERATING GUIDELINES AND TRAINING MANUALS:

The initial TMC SOGs will be provided by the DEPARTMENT. During the duration of the CONTRACT the VENDOR shall:

- A. Periodically evaluate (semi-annually) the TMC SOGs to ensure that they are as efficient and effective as possible, including updates from the DEPARTMENT'S Central Office templates as they are updated.
- B. Update the existing SOGs as required, conforming to the current status of TSM&O deployment, software systems, and TMC policy.
- C. Continue to make modifications to SOGs as necessary as a result of system performance analysis.
- D. Provide updated copies of SOGs to each management and operational TMC staff, the DEPARTMENT'S Project/Contract Manager, and other agencies as directed by the DEPARTMENT.
- E. Update the DEPARTMENT'S TMC intranet website (Sharepoint) SOG page with latest version of SOGs.
- F. The VENDOR shall create and develop all necessary TMC operations training manuals, interactive training, and testing programs and materials. During the duration of the CONTRACT the VENDOR shall:
 - 1. Periodically evaluate (quarterly) the TMC training manuals and materials to ensure that they are as effective as possible in providing training of new employees and refresher training for veteran employees.

2. Update the existing training materials as required to conform to updates in the SOG, status of ITS deployment, software systems, and TMC policy.
 3. Continue to make modifications to the training materials as necessary as a result of system performance analysis.
 4. Provide updated copies to all staff in charge of training and the DEPARTMENT'S Project/Contract Manager.
- G. All SOGs and training material shall be delivered to and reviewed by the DEPARTMENT prior to the DEPARTMENT'S approval.

14.0 TMC OPERATIONS STAFF MINIMUM RESPONSIBILITIES AND QUALIFICATIONS FOR KEY POSITIONS:

14.1 TMC PROJECT MANAGER:

- A. The TMC Project Manager shall ensure that the requirements of this CONTRACT are met daily at all times. He/she is responsible for ensuring that operations activities of the TMC are in accordance with the SOGs, protocols, and policies, and is responsible for the overall operations and functionality of the TMC.
- B. The TMC Project Manager will meet quarterly or as otherwise directed by the DEPARTMENT with the DEPARTMENT'S Project/Contract Manager, Florida's Turnpike Enterprise District Traffic Operations Engineer, and other traffic operations staff to discuss the status of the operations issues and improvement strategies, and discuss new areas of TSM&O operations including, but not limited to, recommendations from the VENDOR regarding performance of the freeway system and interchange influence areas, ways to improve mobility and safety, and other high-level discussion topics as required.
- C. Additional responsibilities and requirements of the TMC Project Manager include:
 1. Knowledge, Skills, and Abilities:
 - a) Has a Bachelors' degree in Engineering, Business or a technical discipline and the equivalent of five (5) years of project management experience in the operations / management of a facility similar to the TMC.
 - b) Possesses good leadership and interpersonal skills.
 - c) Possesses understanding of key management concept.
 - d) Skilled in the creation of project schedules in Microsoft Windows applications.
 - e) Ability to clearly communicate technical information in layperson's terms.
 - f) Ability to work alternate work schedules and be on-call twenty-four (24) hours/day.
 - g) Skilled in the use of all Windows operating systems.
 - h) Ability to write technical reports and correspondence.
 - i) Ability to coordinate real-time activities and priorities.
 - j) Possesses direct experience with the day-to-day operations of a similar center.
 - k) Has knowledge and ability to create monthly invoice and project status budget reports.

2. Manages team operations by directing and coordinating activities consistent with established goals, objectives, and policies.
3. Follows directions set by DEPARTMENT'S Project/Contract Manager and the DEPARTMENT staff.
4. Performs project-related assignments to include planning, organizing, and developing complicated tasks as assigned by the DEPARTMENT.
5. Able to use and apply extensive knowledge of project management practices.
6. Has direct oversight of project professionals and staff.
7. Implements processes to ensure attainment of the TSM&O Strategic business plan for growth and system reliability.
8. Provides direction and structure for TMC operating sections.
9. May participate in developing policy and strategic plans.
10. Ensures that all products created, or new ideas introduced meet quality standards, and objectives of the TMC.
11. Recommends changes, reviews progress, and approves work products for the TMC team.
12. Prepares and produces all invoices, progress reports, and other documents submitted to the DEPARTMENT on a monthly basis.
13. Ensures the proper level of staffing as required by the DEPARTMENT at all times.
14. Attends meetings as directed by the DEPARTMENT to include Traffic Incident Management, Statewide and regional TMC Operations Committees, and others as directed.
15. Implements all other tasks assigned by the DEPARTMENT.

14.2 TMC OPERATIONS MANAGER:

The TMC Operations Manager manages the daily operations activities of the TMC in accordance with the SOGs, protocols, and policies, and is responsible for the overall operations and functionality of the TMC.

1. Knowledge, Skills, and Abilities:
 - a) Bachelor's degree in related Engineering, Business or technical discipline and two (2) years of experience or the equivalent of five (5) years of experience in managing the operations of a facility similar to the TMC.
 - b) Understanding of TSM&O and traffic engineering principles.
 - c) Good leadership and interpersonal skills.
 - d) Has a good understanding of key management concepts.
 - e) Ability to clearly communicate technical information in layperson's terms.
 - f) Ability to work alternate work schedules and be on-call twenty-four (24) hours/day.
 - g) Skilled in the use of Windows operating system.
 - h) Ability to write technical reports and correspondence.
 - i) Ability to coordinate real-time activities and priorities.

- j) Direct experience with the day-to-day operations of a similar center.
- 2. Day-to-day management of the TMC staff and resources, including problem resolution concerning TMC operations.
- 3. Ensures that TMC operations are conducted within the design parameters, SOGs, DEPARTMENT/FDOT policies, and industry standards.
- 4. Participates in periodic Traffic Incident Management (TIM) meetings, TMC coordination meetings and ensures appropriate interagency coordination on planned and unplanned events.
- 5. Responsible for the TMC public relations activities such as the external and internal TMC marketing efforts, TMC tours, and presentations.
- 6. Prepare monthly reports of performance measures for operators and supervisors.
- 7. Determines and uses existing measures of effectiveness for the TMC in terms of efficiency and effectiveness in providing transportation management, traveler information, and incident management. Prepares a monthly report on the performance of the system based on these measures of effectiveness.
- 8. Oversees semi-annual update of the SOG manuals to conform to the current status of the TSM&O deployment, software systems, DEPARTMENT/FDOT policies and industry standards.
- 9. Develops training materials and the quarterly update of training materials to conform to updates in the SOG manuals. Modifies training materials as necessary as a result of system and employee performance analysis.
- 10. Train operators and oversees the certification process documentation.
- 11. Ensures adequate staff coverage.
- 12. Performs all other tasks assigned by the DEPARTMENT.

14.3 TMC ASSISTANT OPERATIONS MANAGER:

The TMC Assistant Operations Manager reports to and assists the TMC Operations Manager with daily operations activities of the TMC in accordance with the SOGs, protocols, and policies. This position will be responsible for technical writing of documentation in the TMC to include, but not limited to: SOGs, training materials for all TMC staff and other documentation as assigned by TMC management or by the DEPARTMENT.

- 1. Knowledge, Skills, and Abilities:
 - a) Bachelor's degree, or the equivalent of three (3) years of experience in operations of a facility similar to the TMC.
 - b) Understanding of TSM&O and traffic engineering principles.
 - c) Good leadership and interpersonal skills.
 - d) Has a good understanding of key management concepts.
 - e) Ability to clearly communicate technical information in layperson's terms.
 - f) Ability to work alternate work schedules and be on-call twenty-four (24) hours/day.
 - g) Skilled in the use of Windows operating system.
 - h) Ability to write technical reports, correspondence, manuals, and advertising materials.
 - i) Ability to coordinate real-time activities and priorities.
 - j) Direct experience with the day-to-day operations of a similar center.
 - k) Experience in public speaking and coordinating media or coordination events.

2. The TMC Assistant Operations Manager provides project management support and helps develop and implement the TMC SOGs.
3. Assists in the day-to-day management of the TMC staff and resources including problem resolution concerning TMC operations.
4. Participates in periodic TIM and TMC coordination meetings and ensures appropriate interagency coordination.
5. Provides TMC tours, presentations, and other requests.
6. Ensures performance of daily maintenance checks of the system and all ITS field devices.
7. Assists in development and maintenance of the inventory database for all equipment residing within the TMC.
8. Prepares monthly reports of performance measures for operators and supervisors.
9. Assists in preparing a monthly report on the performance of the system based on predefined measures of effectiveness.
10. Assists in the semi-annual update of the SOGs to conform to the current status of the TSM&O deployment, software systems, DEPARTMENT/FDOT policies and industry standards.
11. Assists in development of training materials and the semi-annual update of training materials to conform to updates made in the SOGs. Modifies training materials as necessary from system and employee performance analysis.
12. Assists in training operators and assists in overseeing certification process documentation.
13. Coordinates ITS field devices repair and maintenance activities.
14. Provides adequate staff coverage for the TMC Operations.
15. Writes all technical documents for the TMC including, but not limited to: TMC SOGs, Emergency Response Plan and training manuals.
16. Performs all other tasks assigned by the DEPARTMENT.

14.4 TMC ADMINISTRATIVE ASSISTANT:

The TMC Administrative Assistant position is responsible to support the TMC Operations Manager with day-to-day business matters within the TMC. Responsibilities in this position include handling administrative items including office supplies, invoices, progress reports, timesheets and TMC inventory support. Responsibilities include, but are not limited to:

1. Knowledge, Skills, and Abilities:
 - a) Two (2) years of experience in a position of similar office administrative requirements.
 - b) Possesses and understands office principles.
 - c) Possesses good interpersonal skills.
 - d) Ability to clearly communicate information regarding the TMC Program to other departments and visitors.
 - e) Ability to work alternate work schedules when needed.
 - f) Possesses a high level of skill in the use of all Windows-based applications.
 - g) Ability to write meeting minutes and file all documentation in an electronic system.
 - h) Ability to coordinate real-time activities and priorities.
 - i) Proficient in use of office-related equipment.

2. Supplies administrative support services to the TMC and assumes the role as an administrative liaison with internal and/or external sources.
3. Performs routine office or clerical support tasks according to established procedures. Examples of work performed may include sorting and distributing mail, photocopying, filing, posting or proofing data, or answering telephone calls and recorded messages.
4. Work performed may also include composing routine correspondence, preparing routine reports, scheduling meetings or appointments, arranging travel, screening and directing incoming calls, providing information, maintaining files, or transcribing dictation.
5. Prepares documents using Microsoft applications, formats, proofs, and edits for errors.
6. Trained as a TMC Operator to assist in coverage of control room when required.
7. Performs all other tasks assigned by the DEPARTMENT.

14.5 FIELD INCIDENT RESPONSE COORDINATOR:

The Field Incident Response Coordinator reports to and assists the TMC Operations Manager with daily operations activities of the Incident Response contracts (Road Ranger, RISC and STARR) in accordance with the SOGs, protocols, and policies. This position will be responsible for technical oversight of these programs in conjunction with DEPARTMENT staff, training materials and the coordination and communications support with these Incident Response contractors to ensure the consistent delivery of services on both sides. The VENDOR is responsible for supplying a full-size pickup truck for use by this position, equipped with all necessary accessories to respond to incidents along the roadside.

1. Knowledge, Skills, and Abilities:
 - a) Three (3) years of experience in a similar position to assist in overseeing service patrol, wrecker patrol and coordination of incident response with law enforcement and/or maintenance responders.
 - b) Understanding of TSM&O and traffic engineering principles.
 - c) Good interpersonal skills.
 - d) Has a good understanding of key incident clearance concepts.
 - e) Ability to clearly communicate technical information in layperson's terms.
 - f) Ability to work alternate work schedules and be on-call twenty-four (24) hours/day.
 - g) Skilled in the use of Windows operating system.
 - h) Ability to review vehicle response logs, SunGuide records and vehicle maintenance records in the process of making sure contractual measures are adhered.
 - i) Ability to coordinate real-time activities and needs with multiple partners.
 - j) Direct experience with the day-to-day operations of service patrol or similar program.
2. The Field Incident Response Coordinator provides project management support and helps develop and implement the TMC's support role in overseeing the Road Ranger service patrol, RISC and STARR wrecker programs.
3. Assists in the day-to-day management of the TMC support resources towards incident clearance and coordination with the TMC operations.
4. Performs inspections of Road Ranger, RISC and STARR vehicles upon routine request of the DEPARTMENT to ensure these vehicles conform to standards required of those separate contracts.

5. Participates in periodic TIM and TMC coordination meetings and ensures appropriate interagency coordination.
6. Assists in the preparation of monthly reports of performance measures for Road Ranger patrol, RISC and STARR operations.
7. Assists the TMC Manager in the semi-annual update of the SOGs to conform to current best practices related to the incident response contracts.
8. Assists in development of training materials and the semi-annual update of training materials, especially to ensure the needs of the TMC are included in the training maintained by TIM program partners.
9. Performs all other tasks assigned by the DEPARTMENT.

14.6 TMC IT OPERATIONS ADMINISTRATOR:

The TMC IT Operations Administrator position supports the TMC Operations Manager with day-to-day information technology needs within the TMC. This position's responsibilities include assisting with SunGuide application administration and back-office server maintenance. This position also works with other consultants within the Traffic Operations unit on documentation of change management, network administration, scheduling and inventory management for the IT applications section.

1. Knowledge, Skills and Abilities:
 - a) Bachelors' degree in computer science or similar technology field or the equivalency in a technical training and certification program.
 - b) Five (5) years of experience in similar IT responsibility roles including two (2) years of experience in the operations of a facility similar to the TMC with similar responsibilities.
 - c) Five (5) years of direct experience with Windows Client systems and utilizing centralized anti-virus platforms.
 - d) Troubleshooting Microsoft related issues and knowledge of applicable privacy and security laws and regulations.
 - e) Strong communication skills, both oral and written.
 - f) Strong interpersonal relationship skills.
 - g) Ability to conduct research into Microsoft issues and determine appropriate resolution.
 - h) Ability to present ideas and resolutions in common and technical terminology.
 - i) Problem-solving ability, self-motivated and ability to prioritize tasks.
 - j) Understanding of networking infrastructure is also beneficial.
2. Primary duties include installation, configuration, and maintenance of desktop, laptops, and video distribution systems, and related applications software as well as testing, documentation, and implementation of new technologies related to TMC software installations and upgrades. The position is also responsible for developing and maintaining endpoint security including patching and virus scans.
3. Plans, implements, and incorporates upgrades to production desktops, printers, laptops, and client systems.
4. Maintains the software application database and accessory hardware responsible for running the SunGuide TMC system.

5. Performs on-site analysis, diagnosis, and resolution of complex Microsoft desktop problems for a variety of end users and recommends and implements corrective hardware and software solutions.
6. Supports development and implementation of accessory equipment used throughout the TMC.
7. Monitor life cycle management of all tickets related to the Help Desk system.
8. Assists in the quarterly inventory of all TMC equipment utilized by the IT Department and end users.
9. Ability to clearly communicate technical information in layperson's terms.
10. Ability to work alternate work schedules and be on-call twenty-four (24) hours/day.
11. Rotational on-call to provide 24 hours, 7 days/week, 365 days/year (24/7/365) support for technical escalations.
12. Performs any additional tasks as assigned by the TMC Management team.
13. Performs all other tasks assigned by the DEPARTMENT.

14.7 TMC IT TECHNICAL SUPPORT (HELP DESK) SUPERVISOR:

The TMC IT Technical Support (Help Desk) Supervisor position is responsible for entry-level support of all computer systems within the TMC(s). This position will also include the responsibility of handling first response calls to the Help Desk (phone, e-mail, and online), logging the initial call, and detailing the response given to each user.

1. Knowledge, Skills, and Abilities:
 - a) Secondary education in computer science or the equivalent of two (2) years of experience in desktop support or similar responsibilities.
 - b) Understanding TSM&O principles.
 - c) Good interpersonal skills.
 - d) Ability to clearly communicate technical information in layperson's terms.
 - e) Ability to work alternate work schedules and be on-call twenty-four (24) hours/day.
 - f) Ability to create daily, weekly, monthly, and yearly reports regarding system availability and Help Desk calls.
 - g) Ability to coordinate real-time activities and priorities.
 - h) Direct experience with the day-to-day operations of a similar center.
2. Troubleshoots original call via telephone or in person contact and responds in person when problem cannot be fixed remotely.
3. Inventories all computer system hardware parts monthly to ensure TMC is operating at one hundred percent (100%).
4. Performs functions as directed by the TMC Operations Manager to include any routine and non-routine functions.
5. Informally trains users in basic computer skills when needed.
6. Installs and loads all functions of any new workstation when purchased, to include the communications link to the network systems.

7. Creates weekly report on all Help Desk calls and responses to include fixed and outstanding items with details on what replacement parts were needed.
8. Daily monitoring of video walls and supplemental displays to comply with one hundred percent (100%) system availability.
9. Weekly patch management and anti-virus monitoring of all desktop computers.
10. Directs the daily responsibilities of the TMC IT Technical Support analyst positions.
11. Performs any additional tasks as assigned by TMC management team.
12. Performs all other tasks assigned by the DEPARTMENT.

14.8 TMC IT TECHNICAL SUPPORT (HELP DESK) SPECIALIST:

The TMC IT Technical Support (Help Desk) Specialist position is responsible for entry-level support of all computer systems within the TMC(s). This position reports to the IT Technical Support Supervisor, who will generally work on a different shift schedule. The position includes the responsibility of handling first response calls to the Help Desk (phone, e-mail, and online), logging the initial call, and detailing the response given to each user.

1. Knowledge, Skills, and Abilities:
 - a) Secondary education in computer science or the equivalent of one (1) year of experience in desktop support or similar responsibilities.
 - b) Understanding TSM&O principles.
 - c) Good interpersonal skills.
 - d) Ability to clearly communicate technical information in layperson's terms.
 - e) Ability to work alternate work schedules and be on-call twenty-four (24) hours/day.
 - f) Ability to create daily, weekly, monthly, and yearly reports regarding system availability and Help Desk calls.
 - g) Ability to coordinate real-time activities and priorities.
 - h) Direct experience with the day-to-day operations of a similar center.
2. Troubleshoots original call via telephone or in person contact and responds in person when problem cannot be fixed remotely.
3. Assists in the inventory of all computer system hardware parts monthly to ensure TMC is operating at one hundred percent (100%).
4. Performs functions as directed by the TMC management and IT Technical Support Supervisor to include any routine and non-routine functions.
5. Informally trains users in basic computer skills when needed.
6. Installs and loads all functions of any new workstation when purchased, to include the communications link to the network systems.
7. Creates weekly report on all Help Desk calls and responses to include fixed and outstanding items with details on what replacement parts were needed.
8. Daily monitoring of video walls and supplemental displays to comply with one hundred percent (100%) system availability.

9. Weekly patch management and anti-virus monitoring of all desktop computers.
10. Performs any additional tasks as assigned by TMC management team.
11. Performs all other tasks assigned by the DEPARTMENT.

14.9 TMC QUALITY ASSURANCE AND TRAINING SPECIALIST:

The TMC Quality Assurance and Training Specialist position supports the TMC Operations Manager with day-to-day quality review and training program coordination.

1. Knowledge, Skills and Abilities:
 - a) Two (2) years of experience in a similar position responsible for quality assurance of Traffic Management operations or similar quality focused position or in supervision of a TMC training and development program.
 - b) Good interpersonal skills.
 - c) Ability to clearly communicate information regarding the TMC operations to co-workers and training program principles.
 - d) Ability to work alternate work schedules when required.
 - e) Ability to coordinate real time activities and priorities.
2. Assists the TMC Operations Manager and Assistant Manager with a systematic quality control and assurance program of all TMC operator levels.
3. Works with the TMC Operations Shift Supervisors to implement training tools and responsible for overseeing training module up-keep with TMC SOGs.
4. Assists in managing the TMC Quality Control measures and reports.
5. Trained and certified as a TMC Operator to assist in coverage of control room when required by TMC Management.

14.10 CONTROL ROOM OPERATIONS PERSONNEL (TMC OPERATOR STAFF):

1. **TMC Operator 1** (Operator Entry Level) – A TMC Operator 1 shall be recommended by the VENDOR'S TMC Project Manager and approved by the DEPARTMENT'S Project/Contract Manager, if qualified, prior to start. A candidate placed into this classification must meet all classification requirements within ninety (90) days placement into this classification, at the discretion of the VENDOR'S Project Manager, upon completion of initial training program, and shall be capable of job functions responsible for TMC operations.
2. **TMC Operator 2** (Certified Operator) – A candidate placed into this classification must meet all classification requirements, which include passing the competencies of the FTE TMC Operator certification testing at ninety percent (90%) or above for a second consecutive test cycle and eighteen (18) months minimum as a TMC Operator 1. A promotion will be made to this classification at the discretion of the VENDOR'S Project Manager and with approval of the DEPARTMENT'S Project/Contract Manager. Once promoted to this classification, a TMC operator is required to continue to meet the certification testing at the level of a certified operator.
3. **TMC Operator 3** (Lead Operator) – Shall be qualified in all aspects of the Freeway Operations area and Control Room activities, as demonstrated through continued improvement by methods of evaluation and practical experiences including the DEPARTMENT'S TMC Operations certifications testing. After having served as a Certified Operator for eighteen (18) months at a minimum and being recommended for advancement as a Lead Operator by TMC managers, this

promotion may be recommended by the VENDOR'S Project Manager for approval by the DEPARTMENT'S Project/Contract Manager. A candidate placed into this classification will be required to assist the TMC Shift Supervisors with identified special projects, including training and special event coordination. There will be a maximum of eight (8) Lead Operators in total staff levels between the Ocoee TMC and Pompano TMC, although there is not a minimum requirement.

Knowledge, Skills and Abilities for TMC Operator 1, 2 and 3:

- a) For entry level, one (1) year of experience in a similar position responsible for Traffic Management operations or similar dispatch position is desired. However, review of a candidates overall similar experiences which may assist in quick development should also be considered. The TMC Operator 2 (Certified Operator) and TMC Operator 3 (Lead positions have specific requirements, as identified above in sub-sections 14.10 (2) (3).
 - b) Good interpersonal skills.
 - c) Ability to clearly communicate information regarding the TMC operations to co-workers, other departments and partner agencies.
 - d) Ability to work alternate work schedules when required.
 - e) Ability to coordinate real-time activities and priorities.
4. **TMC Operations Shift Supervisor (ATIS Team Lead)** – Prior to being considered for promotion, the Shift Supervisor shall have been a TMC Operator 3 for at least one (1) year or have served in a similar role in a different TMC for two (2) years and demonstrated competency with the FTE TMC Operations certification testing at ninety percent (90%) or higher. TMC Operations Supervisor position is responsible for the administration and direct supervision of the control room staff. The supervisor function will make decisions pertaining to the control room operations requiring a high degree of experience, judgment, and must demonstrate excellent communications skills.

Knowledge, Skills and Abilities for Operations Shift Supervisor:

- a) One (1) year of experience in the TMC Operator 3 (Lead Operator) role is desired, as described above. However, experience in similar role in other TMC and demonstrated competency of the FTE TMC certification testing can be substituted for the direct experience.
- b) Good interpersonal skills, including ability to prioritize requests with both TMC Manager, TMC Assistant Manager and subordinate employees.
- c) Ability to clearly communicate information regarding the TMC operations to co-workers, other departments and partner agencies.
- d) Ability to work alternate work schedules when required.
- e) Performs functions as directed by the TMC Operations Manager and Assistant Operations Manager, including participating in special projects and non-routine event coordination functions with outside agencies.
- f) Assists the TMC Operations Manager and Assistant Operations Manager with a systematic quality control process for the TMC floor responses to individual incident events and overall operations response during their shift.

14.11 MINIMUM PAY RATE FOR TMC OPERATIONS STAFF POSITIONS

Throughout the term of this CONTRACT, the VENDOR shall be required to compensate all TMC Operator 1 (Operator Entry Level) at a minimum starting hourly rate of \$18.00 per hour, TMC Operator 2 (Certified Operator) position at a minimum starting hourly rate of \$20.50 hour, TMC Operator 3 (Lead Operator) at a minimum starting hourly rate of \$21.50, and TMC Operations Shift Supervisor at a minimum starting hourly rate of \$23.50. These are not meant to represent a maximum under each position classification, but rather a minimum level and other merit-based increases are encouraged.

15.0 INVOICES

The VENDOR shall provide a log of the time sheet data with all monthly invoices showing all start and end shift times for all personnel employed under this CONTRACT identified as operations personnel:

1. TMC Operator 1, 2, 3
2. TMC Operations Shift Supervisors

The VENDOR shall provide a summary of hours worked with all monthly invoices, including back-up support for all personnel employed identified as management and support personnel under this CONTRACT.

16.0 STANDARDS/CRITERIA BY WHICH ACTIVITIES/SERVICES WILL BE EVALUATED

The VENDOR shall report results of the following performance measures in Section 21.0 to the DEPARTMENT'S Project/Contract Manager on a monthly and quarterly basis respectively.

17.0 STAFF POSITIONS FILLED AND SCHEDULE

The VENDOR shall develop an organizational chart and schedule to support all services identified in the CONTRACT. The baseline for this performance measure will be ninety-five (95%) percent to exclude staff positions explicitly identified as required with associated financial consequences. The organizational chart and schedule shall be developed in order to maintain the most efficient operations of the TMC, while performing all assigned duties as per the latest version of the SOGs and meeting and/or exceeding the performance measures for the TMC. The latest version of the organizational chart and schedule shall be submitted monthly to the DEPARTMENT.

18.0 EQUIPMENT REQUIREMENTS

The VENDOR shall provide two (2) full-size pickup trucks for each of the two (2) proposed Field Incident Response Coordinator positions. The vehicles shall include the provision of all necessary safety equipment and truck auxiliary components, including light bars on both front and rear of the vehicle, strobes in the front of the vehicle next to the headlights, and strobes in back of the vehicle next to the tail lights for 360 degree strobes. The vehicles are necessary to respond to inspection locations and incident locations for coordination/monitoring purposes, not as a critical MOT responder. These positions will always have the truck provision requirement for an estimated forty (40) hour work week included.

19.0 PERIODIC DRIVER'S LICENSE CHECKS

The VENDOR shall perform at a minimum, annual driver's license checks, in addition to the VENDOR'S new hire requirements for the two (2) proposed Field Incident Response Coordinator positions employees. The VENDOR shall remove an individual from this CONTRACT if the VENDOR employee is found to have an unacceptable driving record such as driving under the influence, careless/reckless driving or having multiple accidents that causes the employee to lose his/her license. If available, the VENDOR employee may be transferred to a position of similar pay that does not require a driver's license. The

VENDOR shall maintain a record of each license check in the employee(s) personnel file, which shall be provided to the DEPARTMENT upon request.

20.0 VENDOR EMPLOYEES RIDING IN DEPARTMENT VEHICLES

The primary vehicle needs for the VENDOR employees will be met by the VENDOR. In order to provide superior customer service and not impact the revenue stream from loss of tolls, it may be necessary for the DEPARTMENT to allow VENDOR employees to ride in DEPARTMENT owned vehicles as part of their job duties. Driving of DEPARTMENT vehicles by VENDOR employees is not allowed.

21.0 FREEWAY OPERATIONS AND SAFETY PERFORMANCE MEASURES

The following are items which will serve as the basis for an overall quarterly performance score, due by the 5th working day of January, April, July, and October. For the summary of overall quarterly performance, a points deduction will be taken from a total baseline score of one hundred (100) points for each of the three (3) months (not a three (3) month average) within that quarter. A score of ninety (90) points or higher is identified as excellent and a score of eighty (80) points or greater is meeting expectations. A score below eighty (80) points will require a plan of improvement focused upon those areas not meeting the DEPARTMENT'S criterion.

PERFORMANCE MEASURE	CRITERION	REQUIREMENT	Points Deduction
TMC Operator Error to Event Ratio	Monthly ratio for all TMC staff managing events	≤ 0.20 (travel lane blocking events)	4
		≤ 0.20 (non-travel lane blocking events)	2
DMS Usage	Monthly Percentage	≥ 97.50%	5
Road Rangers Dispatching	Monthly average for all travel lane blocking event	≤ 2 minutes from event detection	2
Incident Detection System (IDS) Acknowledgement	Monthly average for all events	≤ 2 minutes from event detection	2
Event Confirmation	Monthly average for all events	≤ 2 minutes from event detection	2
DMS Response Plan	Monthly average for all events	≤ 3 minutes from event confirmation	2
Notifications	Monthly average for all events	≤ 3 minutes from event confirmation	2
Publish to 511	Monthly average for all events	≤ 6 minutes from event confirmation	2
Open Roads Time	Monthly time calculated for all events by roadway	Below or within 10% of the time for the year prior to execution, by quarter	4
Roadway Clearance Time	Monthly time calculated for all events by roadway	Below or within 10% of the time for the year prior to execution, by quarter	4
Response Time	Monthly time calculated for all events	Below or within 10% of the time for the year prior to execution, by quarter	4
Device Communication Status	Communication of each event with outage, summarized monthly	Within 30 minutes of outage, if not automated	1

22.0 SERVICES/MATERIALS PROVIDED BY THE DEPARTMENT

22.1 Services

The DEPARTMENT will furnish, without cost to the VENDOR, the following services and data relevant to the VENDOR'S Scope of Services:

- A. Provide workspace within the TMCs or other locations and access to all equipment and software.
- B. Provide all criteria and full information as to the DEPARTMENT'S requirements for VENDOR'S services including objectives, constraints, budgetary limitations, and time restraints.
- C. Furnish all DEPARTMENT policies, procedures, standards, and forms as well as applicable software and any documentation for this software.
- D. Facilitation of meetings with applicable DEPARTMENT staff or others.
- E. The VENDOR will be allowed to utilize the DEPARTMENT'S computer services for programs needed by the VENDOR and approved by the DEPARTMENT in accordance with the VENDOR'S agreement for the period of this CONTRACT.

23.0 DEPARTMENT PROJECT/CONTRACT MANAGER RESPONSIBILITIES:

The DEPARTMENT will designate a Project/Contract Manager to administer the terms of the CONTRACT. The Project/Contract Manager will be responsible for all work performed under this CONTRACT and approving all invoices, SOGs, training programs, and other procedural related items. The DEPARTMENT will conduct reviews of the various phases of the VENDOR'S activities. Reviews will be conducted to determine compliance with this CONTRACT and adherence to the SOGs. The VENDOR shall cooperate with and assist the DEPARTMENT'S Project/Contract Manager in conducting these reviews.

24.0 GENERAL PROVISIONS:

- A. Anything produced by or developed in connection with this CONTRACT shall become the exclusive property of the State of Florida and may not be copyrighted, patented, or otherwise restricted as provided by Florida state law. Neither the VENDOR nor any individual employed under this CONTRACT shall have any property interest in the product.
- B. With respect to any deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT pursuant to Florida Statute 119.084, on behalf of the State of Florida.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," the VENDOR shall immediately assign all copyrights subsisting therein to the DEPARTMENT for the consideration set forth in the CONTRACT and with no additional compensation.

- D. The foregoing shall not apply to any pre-existing software or other work authorship used by the VENDOR to create any deliverable, but which exists as work independently of the deliverable, unless the pre-existing software or work was developed by the VENDOR pursuant to a previous CONTRACT with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.
- E. The DEPARTMENT shall have full and complete ownership of any and all software developed pursuant to this CONTRACT including without limitation.

25.0 WORK AUTHORIZATION

The DEPARTMENT'S Project/Contract Manager shall furnish a NTP to the VENDOR outlining the required staff and services. No payment for work performed shall be made to the VENDOR until a NTP has been issued (refer to attached Exhibit "B," Method of Compensation).

26.0 TRANSITION PERIOD

- A. The VENDOR shall implement the transition plan as outlined in the VENDOR'S technical proposal, unless otherwise directed by the DEPARTMENT. Within two (2) weeks of CONTRACT execution the VENDOR'S Project Manager will meet with the DEPARTMENT'S Project/Contract Manager to finalize the transition plan. Issuance of the transition NTP will be completed within two (2) weeks of finalizing the transition plan. Creation of the transition plan is not a billable item.
- B. The Transition Plan will include a VENDOR'S management and operations staffing plan to cover the approximate sixty (60) day period of overlap between the existing CONTRACT and the new CONTRACT. The plan will detail specific staffing levels to include the named individuals who will fill specific staffing roles as defined within the Scope of Services. Individuals identified as Transition Team members will begin working at the TMC to learn specific details and duties of the daily operations within the TMC at the direction of the DEPARTMENT'S Project/Contract Manager.
- C. The Transition Period is expected; but cannot be guaranteed. The VENDOR shall have staff ready to meet the requirements of this CONTRACT regardless of the Transition Period being fulfilled. The VENDOR is subject to all requirements of this CONTRACT upon NTP.
- D. Transition Team members will be expected to learn all aspects of TMC operational support services and be able to convey information, training, and instruction to future staff members who are not part of the Transition Team, but who will become TMC management and operations staff at the full CONTRACT execution date.

27.0 LIQUIDATED DAMAGES

Financial Consequences shall be assessed against the month's invoice in which the failure occurred.

- A. Failure to fill one (1) of the following six (6) positions within ninety (90) days of vacancy will result in a reduction of payment of five hundred dollars (\$500) per position per day until the vacancy is filled and the replacement begins work.

1. TMC Project Manager
 2. TMC Operations Manager
 3. TMC Assistant Operations Manager
 4. TMC IT Operations Administrator
 5. TMC IT Technical Support Supervisor
 6. Field Operations Response Coordinator
- B. Instances of sleeping on duty shall result in a reduction in payment of five hundred dollars (\$500) per person per occurrence per day. An Operator caught sleeping on more than two (2) occasions will be terminated.
- C. Failure to submit the management and operational staffing plan for 24 hours, 7 days/week, 365 days/year (24/7/365) TMC operations to the DEPARTMENT Project/Contract Manager within ten (10) business days after the NTP is issued will result in a reduction in payment of one thousand dollars (\$1,000) per day until the staffing plan is received.
- D. Personal cellular telephone use within the TMC control room is prohibited. Any violation will result in a reduction in payment of fifty dollars (\$50) per occurrence per day.
- E. Failure to submit quarterly performance measure report before the 5th working day of the appropriate quarter will result in a reduction in payment of five hundred dollars (\$500) per day until the report has been satisfactorily received.
- F. DEPARTMENT-owned resources shall be defined as equipment that is tracked via the DEPARTMENT'S internal inventory control system. A representative of the DEPARTMENT will provide a list of DEPARTMENT-owned resources to the VENDOR'S Project Manager. The VENDOR will acknowledge receipt of the DEPARTMENT-owned resources via the "State of Florida Property Transfer Receipt." A representative of the DEPARTMENT will inventory all DEPARTMENT-owned resources at least once a year. In the event the DEPARTMENT-owned resources have been lost, stolen, or damaged, and had been in exclusive possession and control of the VENDOR, the VENDOR shall replace the DEPARTMENT-owned resources before the end of the calendar year when the item(s) was known to be lost, stolen, or damaged. If the item is not directly replaceable, due to non-availability of identical models, the VENDOR shall replace the item with a similar item or directly compensate the DEPARTMENT. Damaged shall be defined as the state at which the DEPARTMENT-owned resource is no longer capable of performing its intended function. For DEPARTMENT-owned resources that have been damaged, which had been in the possession of the VENDOR as evidenced by the "Property Transfer Receipt" form, the VENDOR shall notify the DEPARTMENT within five (5) business days of damage. The VENDOR will return the damaged DEPARTMENT-owned resources to the DEPARTMENT within five (5) business days of notification. The VENDOR will submit a letter to the DEPARTMENT explaining how the DEPARTMENT-owned resource was damaged including a plan to prevent reoccurrence

- G. The reduction in payment as described herein on some infractions will continue to be applied daily until the VENDOR complies with the terms and conditions of this CONTRACT. The VENDOR shall notify the DEPARTMENT when in non-compliance. Application of this non-performance reduction in payment will not waive the DEPARTMENT's right to terminate the CONTRACT in the interest of the DEPARTMENT.

28.0 U-TURNS

No U-turns are permitted at median openings, maintenance gates, or such other openings that are intended for the use of emergency vehicles. U-turns shall only be permitted at service plazas or at the next available exit.

29.0 DEPARTMENT EMPLOYMENT OPPORTUNITIES

The DEPARTMENT may periodically advertise for DEPARTMENT positions. In the event that an employee of the VENDOR is selected to fill a DEPARTMENT position, the DEPARTMENT will provide, at minimum, one (1) week notice to allow the VENDOR time to replace the CONTRACT employee.

30.0 NON-EXCLUSIVITY CLAUSE IN CASE OF DEFAULT OR CONTRACT TERMINATION

The VENDOR agrees that should they default, or the CONTRACT is terminated, the VENDOR'S staff will have the right with no penalties and at no cost to be hired by the DEPARTMENT or a new vendor to conduct the work.

31.0 SUB-VENDOR OR ASSIGNMENT OF WORK:

The VENDOR shall not sub-contract, assign, or transfer any work under this CONTRACT without the written consent of the DEPARTMENT. After written consent of the DEPARTMENT, the VENDOR will be permitted to sub-contract a portion of the work but shall perform work within its organization amounting to not less than sixty percent (60%) of the total CONTRACT amount. Any and all sub-vendors are required to be qualified and certified, in accordance with requirements herein, meet all federal, state, and local regulations, and be approved by the DEPARTMENT. Sub-contracting of work shall not relieve the VENDOR of its respective liabilities. The DEPARTMENT recognizes a sub-vendor only in the capacity of an employee or agent of the VENDOR.

32.0 SUCCESSION PLANNING:

- A. The VENDOR shall provide a Succession Plan for the transfer of operations at the end of the CONTRACT, in the event the VENDOR cannot, will not, or is not allowed to continue operations. The DEPARTMENT will require that the operations continue without interruption under all circumstances. The plan shall provide for an uninterrupted transition of control to the new operator. This includes training, as well as the identification and, if necessary, the transfer of the VENDOR'S service contracts and agreements.
- B. The Succession Plan shall be submitted in two parts. Part 1 shall address succession in the event that the CONTRACT is terminated during the CONTRACT period. Part 1 of the succession plan shall be submitted within ninety (90) days after the NTP. Part 2 shall address succession in the event the CONTRACT period has expired, and the current VENDOR is not reselected. Part 2 shall be submitted ninety (90) days after the start of the second year of the CONTRACT and shall be updated as required by any significant changes in operation.

- C. The succession plan shall describe how the operations would continue uninterrupted under the DEPARTMENT or its designated successor's control. At minimum, the plan shall cover the following areas:
1. Detailed plans and schedules for succession plan implementation.
 2. Staffing and training required to complete the succession.
 3. Transfer of assets if applicable.
 4. Identification of any contractual agreements, which are assumable by the DEPARTMENT or the DEPARTMENT'S designated successor, including leases, maintenance agreements, and subcontracts with their associated costs.
- D. During the term of this CONTRACT, the VENDOR shall be fully responsible for implementing the succession plan within sixty (60) days of notification by the DEPARTMENT.

33.0 PRE-WORK CONFERENCE:

Upon awarding of the CONTRACT, the DEPARTMENT will contact the VENDOR and schedule a Pre-work Conference prior to the start date of the CONTRACT to review the work involved, and the requirements of the CONTRACT.

34.0 PERFORMANCE EVALUATION:

The DEPARTMENT will conduct an evaluation of the VENDOR'S performance as outlined in this Exhibit "A," Section 14.0. The VENDOR shall have an opportunity to review the report(s) and make comments.

35.0 TERM:

The term of the Original CONTRACT is five (5) years. Services shall commence upon the start date identified in the NTP and shall be completed by within five (5) years or the date of termination, whichever occurs first.