

**State of Florida  
Department of Transportation**



**REQUEST FOR PROPOSAL**

**FDOT District Three Northwest Florida Regional Transportation Management Center Operations Support**

**DOT-RFP-21-3010-KW**

**CONTACT FOR QUESTIONS:**

Karen Woodham, Procurement Agent  
[Karen.woodham@dot.state.fl.us](mailto:Karen.woodham@dot.state.fl.us)  
Phone: (850) 330-1340  
1074 Highway 90  
Chipley, Florida 32428

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

**REQUEST FOR PROPOSAL REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**  
**E-MAIL TO: Karen Woodham at Karen.Woodham@dot.state.fl.us**  
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RFP Number: **DOT-RFP-21-3010-KW**

Title: FDOT District Three Northwest Florida Regional Transportation Management Center  
Operations Support

Proposal Due Date & Time (On or Before): April 29, 2021

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and e-mail to Karen Woodham/Karen.Woodham@dot.state.fl.us.

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Contact Person: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

E-Mail Address of person to receive additional attachments: \_\_\_\_\_

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MBE PLANNED UTILIZATION**

375-040-24  
PROCUREMENT  
03/17

PROCUREMENT NO. DOT-RFP-21-3010-KW FINANCIAL PROJECT NO. \_\_\_\_\_  
(DEPARTMENT USE ONLY)

DESCRIPTION: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

375-040-18  
PROCUREMENT  
03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**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 s. 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: \_\_\_\_\_

# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the “Department”, requests written proposals from qualified Proposers to provide FDOT District Three Northwest Florida Regional Transportation Management Center Operations Support. It is anticipated that the term of the contract will begin on June 1, 2021 and be effective through May 31, 2026.

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

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at <http://myflorida.com/apps/vbs/vbs> www.main menu (click on “Search Advertisements”) under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>LOCAL TIME</b>
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<b>DEADLINE FOR TECHNICAL QUESTIONS - . . . . .</b> (There is no deadline for administrative questions)	<b>04/20/2021</b>	<b>04:00 PM</b>
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<b>PROPOSALS DUE, ON OR BEFORE - . . . . .</b> (Technical and Price Proposal) <a href="mailto:D3.Purch@dot.state.fl.us">D3.Purch@dot.state.fl.us</a>	<b>04/29/2021</b>	<b>02:00 PM</b>
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<b>PUBLIC OPENING (Technical Proposal) - . . . . .</b> <a href="https://global.gotomeeting.com/join/928302525">https://global.gotomeeting.com/join/928302525</a>	<b>04/29/2021</b>	<b>02:30 PM</b>
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You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122  
- One-touch: [tel:+16467493122\\_928302525#](tel:+16467493122_928302525#) Access Code: 928-302-525

<b>PUBLIC OPENING / MEETING (Price Proposal) - . . . . .</b> <a href="https://global.gotomeeting.com/join/907155565">https://global.gotomeeting.com/join/907155565</a>	<b>05/18/2021</b>	<b>02:00 PM</b>
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You can also dial in using your phone.  
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (408) 650-3123  
- One-touch: [tel:+14086503123\\_907155565#](tel:+14086503123_907155565#) Access Code: 907-155-565

**SELECTION MEETING (if applicable) - ..... 05/24/2021****09:00 AM**<https://global.gotomeeting.com/join/969357477>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3311

- One-touch: <tel:+18722403311,,969357477#>

Access Code: 969-357-477

**POSTING OF INTENDED AWARD - ..... 05/25/2021****02:00 PM****3) AGENDA FOR PUBLIC MEETINGS****Agenda – Public Opening (Technical Proposals)**

Agenda for Public Opening of Technical Proposals for DOT-RFP-21-3010-KW:

Starting Time: see "Timeline" in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer's name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

**Agenda – Price Proposal Opening & Intended Award Meeting**

Agenda for Price Proposal Opening and Intended Award meeting for DOT-RFP-21-3010-KW:

Starting Time: see "Timeline" in RFP solicitation

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

**Agenda – Meeting to Summarize Evaluations and Select Intended Award**

Agenda for Intended / Recommended Award meeting for DOT-RFP-21-3010-KW

Starting Time: see "Timeline" in RFP solicitation

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

**4) SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address 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](mailto:FLW9@myfloridacfo.com) with any questions.

### **3) QUESTIONS & ANSWERS**

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

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at <http://myflorida.com/apps/vbs/vbs> [www.main menu](#) (click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:  
Karen Woodham, [Karen.Woodham@dot.state.fl.us](mailto:Karen.Woodham@dot.state.fl.us)

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

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

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



Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

## **5) DIVERSITY ACHIEVEMENT**

### **MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

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

## **6) SCOPE OF SERVICES**

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

## **7) INTENDED AWARD**

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced at the Selection Committee meeting specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

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

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

## **8) PRE-PROPOSAL CONFERENCE: A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD.**

## **9) QUALIFICATIONS**

### **9.1 General**

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

### **9.2 Qualifications of Key Personnel**

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

### 9.3 Authorized To Do Business in the State of Florida

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

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

### 9.4 Licensed to Conduct Business in the State of Florida

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

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

## 10) WARRANTY/SUBSTITUTIONS

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

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

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

## 11) LIABILITY INSURANCE

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

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

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

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

## **12) PERFORMANCE BOND**

A Performance Bond is not required for this project.

## **13) METHOD OF COMPENSATION**

See Exhibit "B" Method of Compensation attached hereto and made a part thereof.

## **14) CONTRACT DOCUMENT**

### **STANDARD WRITTEN AGREEMENT**

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

## **15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS**

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

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

## **16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS**

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

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

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a

waiver of proceedings under Chapter 120, Florida Statutes.

## 17) UNAUTHORIZED ALIENS

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

## 18) SCRUTINIZED COMPANIES LISTS

ALL Responses, regardless of dollar value, must include a completed Vendor Certification Regarding Scrutinized Companies Lists to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

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

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

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

## 19) RESERVATIONS

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

## 20) ADDITIONAL TERMS & CONDITIONS

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

## 21) RESPONSIVENESS OF PROPOSALS

### 21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to,

failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

## 21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

## 21.3 Other Conditions

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

PART I TECHNICAL PROPOSAL NUMBER \_DOT-RFP-21-3010-KW\_  
(One Separate Document for Technical)

PART II PRICE PROPOSAL NUMBER \_DOT-RFP-21-3010-KW\_  
(One Separate Document for Prices)

THE SEPARATE DOCUMENTS MAY BE E-MAILED TOGETHER OR SEPARATELY.

### 22.2 Technical Proposal (Part I)

(Do not include price information in Part I)

The Proposer must submit one (1) original technical proposal which is 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 one separate document marked "TECHNICAL PROPOSAL DOT-RFP-21-3010-KW".

#### 1. EXECUTIVE SUMMARY

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

#### 2. PROPOSER'S MANAGEMENT PLAN

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

a. Administration and Management

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

b. Identification of Key Personnel

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

### 3. PROPOSER'S TECHNICAL PLAN

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

a. Technical Approach

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

b. Prior Relevant Experience

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

### 4. STAFFING PROPOSAL

The Proposer shall provide a Staffing Proposal which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required. (See Exhibit D)

## 22.3 Price Proposal (Part II)

The price proposal information is to be submitted in a separate email attachment marked "PRICE PROPOSAL NUMBER DOT-RFP-21-3010-KW". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

## 22.4 Presenting the Proposal

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

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

## 23) "DRUG-FREE WORK PLACE" PREFERENCE

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

response to be eligible for this preference.

#### **24) COPYRIGHTED MATERIAL**

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

#### **25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate email labeled "Attachment to Request for Proposals, Number RFP-DOT-21-3010- 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) ELECTRONIC SUBMISSION OF PROPOSALS:**

##### **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 replies will not be evaluated.

- a) Subject line must show: DOT-RFP-21-3010-KW
- b) Email shall contain two file attachments marked as the following:  
PART I – TECHNICAL PROPOSAL DOT-RFP-21-3010-KW  
PART II – PRICE PROPOSAL DOT-RFP-21-3010-KW
- 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: [D3.Purch@dot.state.fl.us](mailto:D3.Purch@dot.state.fl.us)

It is the proposer's responsibility to assure that the proposal is delivered to [D3.Purch@dot.state.fl.us](mailto:D3.Purch@dot.state.fl.us) **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. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in an email to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

#### **29) PROPOSAL OPENING**

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

### **30) PROPOSAL EVALUATION**

#### **30.1 Evaluation Process:**

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

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

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

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

#### **30.3 Price Proposal**

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

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

#### **30.4 Criteria for Evaluation**

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

##### **a. Technical Proposal (100 Points)**

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

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

	<u>Point Value</u>
1. Executive Summary	10



2.	Management Plan	20
3.	Technical Plan	40
4.	Staffing Proposal	30

b. Price Proposal (10 Points)

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

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

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

### **31) POSTING OF INTENDED DECISION/AWARD**

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at [http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu), on the date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

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

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

#### 31.2 - Inability to Post:

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

#### 31.3 - Request to Withdraw Proposal:

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

### **32) AWARD OF THE CONTRACT**

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

A Purchase Order issued by the Department, or a Standard Written Agreement 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 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

**34) ATTACHED FORMS**

Price Proposal Form  
 Drug-Free Workplace Program Certification (Form 375-040-18)  
 MBE Participation Statement  
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

**35) TERMS AND CONDITIONS****35.1 General Contract Conditions (PUR 1000)**

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

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

The following paragraphs do not apply to this solicitation:

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

**35.3 MFMP Purchase Order Terms and Conditions**

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

[http://www.dms.mvflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1\\_2015.pdf](http://www.dms.mvflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015.pdf)  
 Section 8(B), PRIDE, is not applicable when using federal funds.

**36) ORDER OF PRECEDENCE**

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

Special Conditions  
 Scope of Services/Specification

Method of Compensation  
Price Proposal Form  
Standard Written Agreement  
Instructions to Respondents (PUR 1001)  
General Conditions (PUR 1000)  
Introduction Section

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No. \_\_\_\_\_  
Financial Project I.D. \_\_\_\_\_  
F.E.I.D. No.: \_\_\_\_\_  
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of  
contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_  
*(required for contracts in excess of \$5 million)*  
Procurement No.: DOT-RFP-21-3010-KW  
DMS Catalog Class No.: 71123002

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

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the

Director of Transportation Operations

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 five (5) years, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

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

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by five (5) years or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

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

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

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

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

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

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

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

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

No Bond is required.

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

E CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation

District 3 - Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428



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

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

## 6. TERMINATION AND DEFAULT

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

## 7. ASSIGNMENT AND SUBCONTRACTS

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



The following provision is not applicable to this Agreement:

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

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

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

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

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

## 8. MISCELLANEOUS

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

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:  
Exhibit "A" Scope of Services  
Exhibit "B" Method of Compensation  
Exhibit "C" Price Proposal  
Exhibit "A.I" Coverage Map  
Exhibit "A.II" D3 RTMC Standard Operating Procedures  
Exhibit "A.III" ITS IT Network Standard Operating Guidelines  
Exhibit "A.IV" Event Log Activities  
Exhibit "A.V" Job Descriptions
- M. Other Provisions:

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name of Vendor

BY \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Signature

Jason Peters, P.E.

\_\_\_\_\_  
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: \_\_\_\_\_

LEGAL REVIEW \_\_\_\_\_

\_\_\_\_\_  
Procurement Office

**EXHIBIT A**  
**SCOPE OF SERVICES**

**FDOT District Three Northwest Florida Regional Transportation  
Management Center Operations Support**

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# 1 DEFINITIONS, ACRONYMS, AND APPENDICES

## 1.1 Definitions

1. **Agreement:** All Florida Department of Transportation (FDOT, Department) and Vendor proposal documents, exhibits, and appendices specifying requirements, description and terms of services to be provided by the Vendor, billing rates for these services and how the Vendor shall be compensated for these services, executed by both the Vendor and the Department.
2. **Equipment:** Physical equipment and all associated parts required for the equipment to operate as designed. The terms equipment and device will be utilized interchangeably herein.
3. **Hardware:** Computer hardware that includes the physical parts or components of a computer (e.g., central processing unit, monitor, keyboard, computer data storage, graphic card, sound card, speakers, etc.).
4. **ITSFM:** FDOT has deployed ITS field devices, traffic signal equipment, and telecommunications systems throughout the state. These subsystems are comprised of a complex network of fiber optic and electrical cables, wireless paths, electronics, and field devices that are constantly changing through system expansions, routine maintenance, and equipment upgrades. FDOT developed a tool with proven capability for managing a statewide communication network comprised of a wide range of transportation management equipment assets. This tool (software) is known as the ITS Facility Management System (ITSFM).
5. **Letter of Authorization (LOA)/Task Work Order (TWO):** A letter of authorization or task work order issued by the Department, or his/her designee, authorizing the Vendor to commence work on a specific task or purchase to be made. Completion due dates and fees are specified in the LOA or TWO.
6. **Partnering Agencies (Stakeholders):** When used herein, refers to, in part or all, to the following: RR Service Patrol providers, Southwest Research Institute (SwRI) (responsible for SunGuide® software), IBI (currently responsible for Florida 511 website and mobile app), FDLE, FHP, county and city traffic engineering departments, county and city police and fire agencies, or local governmental agencies.
7. **Regional Transportation Management Center (RTMC):** The hub of District Three's ITS for monitoring and managing events on its limited access facilities, including disseminating information to the traveling public.
8. **Road Ranger (RR):** Road Rangers provide incident management response services and limited no-cost highway assistance to motorists to improve highway safety for emergency responders and the motoring public.
9. **Satellite Transportation Management Center (STMC):** a facility offering a backup, redundant location with access to District Three's ITS for the monitoring and emergency operations of its limited access facilities.
10. **Standard Operating Guidelines (SOG):** Document addressing the processes Vendor staff will use for management, tracking, coordination, reporting, maintenance, repair and replacement of ITS IT Network activities and responsibilities.
11. **Standard Operating Procedures (SOP):** Document addressing the processes Vendor staff will follow for operations, tracking, coordination, reporting, and information dissemination involving roadway events.

12. **SunGuide®**: An ATMS software used at all RTMCs throughout Florida. The SunGuide® software offers a comprehensive set of tools including managing ITS devices, automated incident detection, and assisting with event management. It also allows each RTMC to customize the software and set user level security permissions.
13. **System**: All existing and future ITS elements within the coverage area and terms defined in this Agreement. This Agreement includes the maintenance of Department-owned equipment within the RTMC, STMC, communication hub(s), and equipment shelter(s) associated with the System. The optical patch panel within a RTMC, STMC, communication hub, or equipment shelter is the demarcation point of field elements. The maintenance of ITS field elements is covered under a separate maintenance contract.

## 1.2 Acronyms

AAM	Active Arterial Management
ADMS	Arterial Dynamic Message Sign
ASCT	Adaptive Signal Control Technology
ATIS	Advanced Traveler Information System
ATMS	Advanced Transportation Management System
AVL	Automated Vehicle Location
C2C	Center-to-Center
CBT	Computer Based Training
CCTV	Closed-Circuit Television
CJIS	Criminal Justice Information System
CMB	Change Management Board
ConOps	Concept of Operations
COOP	Continuity of Operations Plan
DMS	Dynamic Message Sign
DVM	Digital Voltmeter
EOS	End of Shift
FDLE	Florida Department of Law Enforcement
FDOT	Florida Department of Transportation
FHP	Florida Highway Patrol
FHWA	Federal Highway Administration
FL511	Florida 511
FLATIS	Florida Advanced Traveler Information System
GUI	Graphical User Interface
HAR	Highway Advisory Radio
HCS	Highway Capacity Software
HR	Human Resources
ICM	Integrated Corridor Management
IP	Internet Protocol
IRR	Information Resource Request
IT	Information Technology



ITB.....	Invitation to Bid
ITN.....	Invitation to Negotiate
ITS.....	Intelligent Transportation System
ITSFM.....	ITS Facilities Maintenance
JPA .....	Joint Participation Agreement
KSAs.....	Knowledge, Skills, and Abilities
LAN .....	Local Area Network
LEO.....	Law Enforcement Officer
LOA.....	Letter of Authorization
LOR.....	Letter of Response
MIMS .....	Maintenance Inventory Management System
MOA .....	Memorandum of Agreement
MOU .....	Memorandum of Understanding
MVDS .....	Microwave Vehicle Detection System
NMS .....	Network Management System
NTP.....	Notice to Proceed
NWFRTMC .....	Northwest Florida Regional Transportation Management Center
OIT .....	Office of Information Technology
OpQC.....	Operator Quality Control
OS .....	Operating System
OSHA .....	Occupational Safety and Health Administration
OTM .....	Operations Task Manager
PIO .....	Public Information Officer
QA/QC.....	Quality Assurance/Quality Control
RFP .....	Request for Proposal
RISC.....	Rapid Incident Scene Clearance
RR .....	Road Ranger
RTMC .....	Regional Transportation Management Center
RWIS.....	Roadside Weather Information System
SLERS .....	State Law Enforcement Radio System
SOG .....	Standard Operating Guidelines
SOP.....	Standard Operating Procedures
SSUG .....	SunGuide® Software User's Group
SQL.....	Structured Query Language
STMC .....	Satellite Transportation Management Center
TIM.....	Traffic Incident Management
TPAS.....	Truck Parking Availability System
TSM&O .....	Transportation Systems Management and Operations
TWO .....	Task Work Order
VDS.....	Vehicle Detection System/Video Distribution System
WWD.....	Wrong Way Driving

### **1.3 Appendices**

The following documents are included as Appendices to this Scope of Services:

- I. **FDOT D3 Coverage Map**
- II. **FDOT D3 RTMC Standard Operating Procedures (SOP)**
- III. **FDOT D3 ITS IT Network Standard Operating Guidelines (SOG)**
- IV. **FDOT D3 Event Log Activities**
- V. **Job Descriptions**

## **2 PURPOSE**

### **2.1 General**

The purpose of this agreement is for the Vendor to provide RTMC operations and IT Network services to the Department as per this Scope of Services, the RTMC SOP, and the ITS IT Network SOG.

### **2.2 Coverage**

The Vendor shall provide personnel to manage and operate the FDOT Northwest Florida Regional Transportation Management Center (NWFRTMC), located at 1074 Hwy. 90 in Chipley, Florida, 32428, herein referred to as RTMC.

The Vendor shall also provide personnel to manage, maintain, and repair Department-owned ITS IT Network equipment within the RTMC, STMC, communication hubs, and equipment shelters associated with the System.

### **2.3 Personnel**

The Vendor shall be responsible for the oversight, training, and reporting of its ITS IT Network, RTMC Operations, and administrative assistant staff. The Vendor shall provide all personnel to manage and operate the RTMC. Responsibilities shall include:

- a. Providing ITS IT Network, RTMC Operations, and administrative assistant staff for a 24/7 operation and ensuring that personnel meet all Agreement requirements identified in this Scope of Services, including conforming and adhering to the RTMC SOP and the ITS IT Network SOG.
- b. Managing and ensuring that all ITS IT network, RTMC operations, and administrative activities conform to the RTMC SOP, ITS IT Network SOG, Department policies, and requirements outlined in this Scope of Services.
- c. Developing and implementing training and certification programs as necessary, or via use of a 3<sup>rd</sup> party vendor, in accordance with position descriptions.
- d. Providing required staff for emergency events and assisting with executing emergency plans.
- e. Developing emergency plans, including hurricane readiness and COOP for the RTMC.
- f. Developing and maintaining databases used to store information necessary to perform performance measure analyses/queries, and any other RTMC related statistical analyses/queries.
- g. Coordinating RTMC related activities with the Department's staff and partnering agencies, including conducting C2C operations/activities/event management.
- h. Coordinating RTMC related activities with other divisions of the Department such as

Emergency Management, Industrial Safety, etc. and stakeholders.

- i. Providing public relation services such as RTMC tours and media calls, media on-site, team building, and local partnering.
- j. Monitoring news/weather information, identifying potential weather problems, disseminating as needed through current Department systems, to all publications, as detailed within the RTMC SOP.
- k. Displaying news/weather via Department provided equipment.
- l. Monitoring and maintaining all D3 RTMC equipment.
- m. Utilizing FDOT Standard DMS Messaging Library, and creating, modifying, and displaying messages on the DMS as per the RTMC SOP and in accordance with Department policy.
- n. Retrieving and disseminating information (i.e., Amber Alert, Silver Alert, LEO Alert, etc.) as per RTMC SOP and in accordance with Department policy.
- o. Obtaining and disseminating traffic, incident, and roadway related information as per the RTMC SOP.
- p. Monitoring, contacting, and coordinating with FHP, any other law enforcement, RR (includes dispatching), Department maintenance, maintenance contractors, and all other partnering agencies to assist or manage incidents (including events requiring/involving RISC).
- q. Providing ITS IT Network staff to document, evaluate, troubleshoot, and prioritize fiber optic and ITS IT network devices failures of the System, and coordinate repair or regular maintenance activities of the System for the District ITS LAN Manager.
- r. Documenting and reporting ITS field device failures by RTMC Operations staff for and to the Department.
- s. Inputting incident and informational data into the SunGuide® software.
- t. Providing all required reports as per Agreement, while developing/modifying reports in coordination with the Department.
- u. Developing, updating and maintaining all operations/training manuals throughout the duration of the Agreement.
- v. Maintaining up-to-date records pertaining to staff training and certifications.
- w. Assisting the Department with plans review, as directed, for ongoing and future construction projects.

## **2.4 Facility Information**

### **2.4.1 RTMC**

The RTMC facility is Department-owned. Throughout the term of this Agreement, the Vendor's staff on this Agreement will have permitted, 24/7 access, and use of designated space, including, the control center, control equipment (i.e., server room), and the other common areas of the facility. The Department will be responsible for all building repairs and maintenance. Within the RTMC, the Department will provide video monitors, workstations, consoles, chairs, tables, and telephone land line, as well as public utilities (e.g., water, sewage, electric, power, etc.), at no cost to the Vendor. The Vendor will also have access to identified office space, printers, fax machines, copiers, internet service (Department OIT managed only), and phones for RTMC business use. The Vendor will not be responsible to update or replace any Department-owned equipment as part of this contract. This contract will not allow remote RTMC operations by the Vendor unless otherwise directed in writing.

### **2.4.2 STMC**

The Department currently identifies four locations as a possible STMC location. These are Milton, Ponce De Leon, and Midway Department maintenance yards; and, the City of Tallahassee Public Safety Complex. The City of Tallahassee STMC is not a Department-owned facility and is currently operated by the City of Tallahassee. Vendor staff are not anticipated to be physically located in any STMC during regular operating conditions. Any RTMC COOP activation resulting in temporary RTMC relocation to an STMC, the vendor shall be held responsible for all Agreement requirements.

To support operations of the Department ITS and ITS IT Network equipment at the City of Tallahassee STMC, Vendor's staff, with City of Tallahassee approval, shall have access to the equipment, hardware, and software between 6:00 AM and 7:00 PM EST Monday through Friday, excluding City holidays, for purposes of maintenance, repair and replacement, or upgrading of Department property (including various SunGuide® network, server, and workstation equipment). When possible, such access will be arranged in advance. In cases of Governor declared emergencies or emergency backup operations, afterhours Department access will be provided. This includes use of one (1) furnished workstation console in the STMC, one (1) furnished office, and use of a conference room to support in satellite operations when necessary.

## **3 REQUIRED STAFF HOURS OF SERVICE**

*Table A.1* provides the required staff and coverage hours required for services to be provided under the Agreement. The Department reserves the right to add/delete the type and number of positions required or hours to be provided based on event and/or workload. There will be no lapse in coverage allowed for the required staff.

The Vendor shall have on-site, at a minimum, four (4) RTMC staff during Road Ranger normal operating hours (M-F, 6a – 10p local time), three (3) RTMC staff for weekend day shifts, and two (2) RTMC staff for all overnight shifts. Every shift shall include at least one (1) RTMC Shift Supervisor.

Table A.1 - Required Staff and Coverage Hours

	Job Title	Location	Days	Regular Hours (Central Time)
a.	RTMC Operator <sup>1</sup>	RTMC	Monday-Sunday	12:00 a.m. - 11:59 p.m.
b.	RTMC Shift Supervisor <sup>1</sup>	RTMC	Monday-Sunday	12:00 a.m. - 11:59 p.m.
c.	Assistant RTMC Manager <sup>4</sup>	RTMC	Monday-Friday	6:00 a.m. - 10:00 p.m. to include on-call status when required/directed <sup>3</sup>
d.	RTMC Manager <sup>2,4</sup>	RTMC	Monday-Friday	7:00 a.m. - 4:00 p.m. to include on-call status when required/directed <sup>3</sup>
e.	ITS IT Technician <sup>1</sup>	RTMC	Monday-Friday	7:00 a.m. - 4:00 p.m. to include on-call status when required/directed <sup>3</sup>
f.	ITS IT Senior Technician	RTMC	Monday-Friday	9:00 a.m. - 6:00 p.m. to include on-call status when required/directed <sup>3</sup>
g.	ITS IT Manager <sup>2,4</sup>	RTMC	Monday-Friday	7:00 a.m. - 4:00 p.m. to include on-call status when required/directed <sup>3</sup>
h.	Administrative Assistant / Receptionist <sup>1</sup>	RTMC	Monday-Friday	7:00 a.m. - 4:00 p.m.
i.	Project Manager <sup>2,4</sup>	No more than five (5) hours per week, working remotely (or in-person, as deemed necessary by the Department)		

<sup>1</sup>See **Appendix A.V - Job Descriptions**, of this Scope of Services, for minimum raw hourly rate requirements.

<sup>2</sup>Key Staff; Salary Based Positions

<sup>3</sup>On-Call Staff. See Section 3.1 herein.

<sup>4</sup>Management Staff

### 3.1 On-Call Requirements

On-Call Status refers to time outside of Regular Hours shown in *Table A.1* and for those staff with Job Descriptions/Titles requiring them to be available for and to provide additional support to the Department during emergencies, troubleshooting any component of the ITS, or COOP activation/participation. The Department will work with the Vendor to establish on-call schedules. On-Call responsiveness equates to acknowledgement of on-call support contact within 15 minutes of contact, followed by required on-site (when applicable) timeframes as per **Section 19 - PERFORMANCE STANDARDS REQUIREMENTS AND MEASUREMENTS**.

## 4 GENERAL STAFFING REQUIREMENTS

The parameters for hiring of the staff shall be based on the Vendor's hiring practice, drug screening, and criminal background check. The Vendor shall ensure that all personnel meet all requirements required herein and in **Appendix A.V - Job Descriptions**. Vendor accepts sole fiscal responsibility for compliance with random drug screening and criminal background checks for all Vendor staff on this Agreement throughout the duration of the Agreement.

All key staff proposed by the Vendor in the Technical Proposal shall be currently employed by the

Vendor or its subconsultant.

#### **4.1 New Hire Review**

For Vendor employees proposed to work under this Agreement, the Vendor shall provide resumes of the proposed staff, along with a copy of their criminal background check and drug screening, for review and approval by the Department's Project Manager. The Department will provide approval or comments. At the Vendor's discretion, resumes and documentation may be submitted for review prior to hiring new employees. The Department reserves the right to approve or reject any proposed staffing changes to this agreement.

#### **4.2 Termination**

The Department and/or the Vendor reserve the right to require removal and/or termination of any staff person who cannot perform the duties, misuses equipment, loses building and/or IT security rights, facilities, or any behavior deemed inappropriate by the Department and/or the Vendor. Should a disaccord arise between the parties relating to the removal or termination of a staff person, the Department will make the final decision as to whether the individual is allowed to work on this contract.

#### **4.3 Promoting from Within**

As positions become available, the Vendor is encouraged to promote from within its current RTMC staff (and in accordance with the RTMC Career Paths in **Appendix A.V - Job Descriptions**). The Vendor shall submit its proposed employee for review and approval to the Department and shall ensure the individual has met all minimum length of employment requirements for the new position and has received the required training certification to receive a promotion.

The Department, at its sole discretion, will provide approval or concerns related to any proposed promotion not meeting the minimum requirements detailed within this Agreement.

#### **4.4 Criminal History Background Check**

The Vendor shall submit vetting information of each potential hire to the FHP designated contact, for a criminal history background check by the FDLE. Completion of this requirement is via the following activity, and forms provided by the Department:

##### Activity

- a. CJIS Background Check (Fingerprints).

##### Forms

- a. Joint Task Force for Law Enforcement Communications, SLERS, Application for Security Clearance.
- b. Joint Task Force for Law Enforcement Communications, SLERS, Personal Inquiry Waiver.
- c. Joint Task Force for Law Enforcement Communications, SLERS, Non-Disclosure Agreement.
- d. Joint Task Force for Law Enforcement Communications, SLERS, Request for Security Clearance Level I.

The Vendor shall bear all costs associated with the initial and follow-up criminal history background checks. The criminal history background check and the SLERS certification are two different activities; both of which must be completed. Criminal history background checks shall go back to a minimum of 10-years. All criminal history background checks shall be coordinated

between the FHP and the Vendor Project Manager. The Vendor will provide all up-to-date paperwork and fingerprints to the Department for assistance in facilitating the completion of the SLERS approval process. The Department will assist in facilitating the completion of the SLERS approval process when required. No employee shall be hired or gain access to the RTMC without a criminal history background check conducted by FDLE and approved by the Department.

Maintaining employment on this contract is contingent on continual SLERS clearance and random drug screening. The Vendor shall submit requested information, as required to facilitate the completion of this process.

The Vendor shall meet all of these requirements unless approved in writing by the Department on a case by case basis.

***The use of an agency which provides temporary staffing shall not be utilized for providing any staff on this Agreement at any time.***

#### **4.5 Drug-Free Workplace and Drug Testing**

The Vendor shall be subject to and comply with Department's Drug-Free Workplace and Drug Testing Procedure (Topic No.: 250-013-001). Failure to abide by the Department's policy, as it relates to pre-employment testing and reasonable suspicion, will be subject to Agreement termination with cause. The Vendor shall bear all costs associated with the initial and random drug screenings.

#### **4.6 Minimum Raw Hourly Rates**

Raw hourly rates is defined as the minimum hourly dollar amount the Vendor will pay each employee hired for this Agreement, based on specific Job Descriptions/Titles. See **Appendix A.V - Job Descriptions**, of this Agreement for minimum raw hourly rates for required specific staff positions. The Department reserves the right to request proof of payment (i.e., via Vendor payroll register), in which case the Vendor shall supply to the Department within five (5) working days of Department request.

#### **4.7 Training**

The Vendor shall provide on-site training and all materials for its new employees, veteran employees, and Department personnel (if required). Training shall include: RTMC Operator Training for D3 operations, which is inclusive of various modules [e.g., RR Service Patrol Program, SunGuide® Software (i.e., event management and device failure reporting), FL511 operations, RISC, etc.].

Training completed by Vendor staff shall include a certification process. The Vendor shall provide a certificate of completion to each staff member who satisfactorily completes a course. The certificate of completion, at a minimum, will indicate the course name, date of completion, effective dates (where applicable), and staff member name.

The Vendor shall evaluate on a quarterly basis the RTMC training, including after any RTMC SOP and IT ITS Network SOG modifications and materials to ensure that they are up-to-date (see **Section 16, REPORTING REQUIREMENTS**, of this Scope of Services). All updates to training, based on updates to the SOP or SOG, will be provided to the Department prior to dissemination to its personnel. The Department reserves the right to disapprove of the recommended updates. The Vendor shall also provide refresher training at the direction of the Department.

The Vendor shall provide updated copies (see **Section 16, REPORTING REQUIREMENTS**, of

this Scope of Services) to all staff in charge of training and to the Department. Staff hours are billable during training (straight time only).

#### **4.7.1 Department Training**

The Department will provide on-site at the RTMC (or other Department facility) training to the Vendor and/or its staff. The Vendor shall make RTMC staff available for all Department provided training. Training will be compensable to each Vendor staff member at the Agreement hourly rate and shall consist of:

- a. Various Department required CBT
- b. Registration Fee for Learning Curve (CBT Application) will be responsibility of the Vendor for each employee throughout the term of the Agreement (Currently \$5 per employee)
- c. Initial SunGuide® software training
- d. Initial OTM software training
- e. Internet (software/hardware)
- f. New products.

## **5 UNIFORMS**

The Vendor's staff will be required to wear uniform attire and a Department-supplied identification badge while on duty, on Department premises, or representing the Department offsite. As part of the uniform attire, the Vendor shall provide a minimum of five new uniform shirts and one new uniform jacket for each staff member hired as part of this Agreement; bearing all cost for design, manufacture, shipping and distribution. Uniform attire shall conform to the following criteria:

- a. Solid colored polo uniform shirt, embroidered with or a sewn-on patch, displaying the SunGuide® Logo located on the left side of the chest area and the FL511 Logo located on an arm sleeve.
- b. Black fleece uniform jacket, embroidered with SunGuide® logo on the left chest, FL511 logo on the bottom of the right sleeve, and FDOT logo on the bottom of the left sleeve.
- c. Solid color business casual pants; no denim or leggings allowed.
- d. Footwear shall be dark or neutral colored with closed toes (no sandals).

Uniform shirts and jackets shall be provided to all Vendor staff as part of this Agreement within the first 60 days after NTP. Five new uniform shirts shall be provided, at a minimum, to all staff, annually, at no additional cost to the Department.

## **6 FLORIDA 511 WEBPAGE PARTICIPATION / VERIFICATION**

FDOT provides information to the traveling public, via the FL511 Advanced Traveler Information System (also known as FLATIS) and website. Maintaining operations from the RTMC and providing driver information 24/7/365 days a year is an integral part of the Vendor's responsibility. The Vendor shall track and verify all RTMC managed events are correctly displayed on the FL511 website. Information on the FL511 ATIS may be found at the following link: (<https://fl511.com/about>).

## **7 SERVICES**



**7.1 ITS Coverage Area (Subject to Change)**

District Three’s ITS coverage is districtwide, with primary responsibilities along I-10, I-110, and US 231. A current ITS coverage map is included as part of this Scope of Services as **Appendix A.I**. The RTMC currently manages, on average, 6,300 events per month in SunGuide®.

ITS coverage area will change within the term of the Agreement due to improvements and changes (i.e., arterial device monitoring and incident management). Vendor will adjust to changes in the ITS coverage area and increases in ITS device quantities as needed. At the discretion of the Department additional Vendor Staff may be approved for utilization to meet the requirements of the Agreement.

**7.2 ITS Field Devices (Subject to Change)**

The Vendor will be responsible for monitoring, operating, and reporting on failures of the ITS field devices from the RTMC. The Department’s ITS equipment controlled from the RTMC will include, but not be limited to, *Table A.2 – ITS Equipment List*. The manufacturer and model numbers for the ITS field devices will be provided to the awarded Vendor, if necessary.

*Table A.2 – Current ITS Equipment List*

Device Type	Facility and Current Quantity				Total
	I-10	I-110	US 231	Remote Arterials <sup>1</sup>	
Dynamic Message Signs (DMS)	38	3	2	4	47
Closed-Circuit Television (CCTV) Cameras	247	9	27	6	289
Microwave Vehicle Detectors (MVDS)	295	15			310
Roadside Weather Information Stations (RWIS)	6			54	60
Bluetooth Detectors	25		2		25
Truck Parking Assist System (TPAS) In-ground Magnetic Parking Sensors	898				898
TPAS DMS	19				19
TPAS CCTV	18				18

<sup>1</sup>Wireless devices on arterial routes, otherwise non-instrumented roadways.

ITS field devices will change within the term of the Agreement due to improvements and changes. Vendor will adjust to changes in the ITS coverage area and increases in ITS device quantities as needed. At the discretion of the Department, the Agreement may be amended to include additional Vendor Staff to meet the performance of the Agreement.

**7.3 ITS IT Network**

The Vendor will be responsible for the operations and network maintenance of the System. Upon Department approval, the Vendor will be allowed remote access to maintain RTMC 24/7 operational capability. Remote access can be granted with applicable means (internet). OIT and SunGuide® have a practice in place for obtaining access.

The Vendor shall submit an IT Software, Hardware and Service Needs Report to the Department on an annual basis as indicated in **Section 16, REPORTING REQUIREMENTS**, of this Scope of Services.

The Vendor shall allow, cooperate with, and if necessary, assist in, the deployment of all system hardware and software changes that may be implemented by others during the term of this Agreement. These changes include updating any system to accommodate roadway changes as

well as ITS expansion.

### **7.3.1 ITS IT Network Services**

The ITS IT Network services encompass a wide range of activities which are essential for the performance of the RTMC, STMC and the ITS field infrastructure operations. The ITS IT Network Staff activities shall consist of:

- a. Installing, operating, maintaining, and upgrading IT hardware equipment within the RTMC, STMC, and at communications hub sites in the field (e.g. layer 3 switches).
- b. Operate and maintain all IT components of potential new projects/initiatives.
- c. Developing, operating, maintaining, updating, and/or providing system administration for various supporting software.
- d. Securing and protecting the ITS IT network and facilities against intrusions and misuse of resources by using up to date systems, processes, and technologies.
- e. Enforcing the Department's IT policy titled "Security and Use of Information Technology Resources" (FDOT Policy No. 001-325-060-h) to safeguard State's resources.
- f. Planning, implementing, and updating system redundancies, consistent with industry standards at all levels, to minimize system downtime and increase security of the ITS IT Network, throughout the duration of the contract.
- g. Opening and closing ITS device failure tickets using MIMS (exact software subject to change), preliminary failure troubleshooting from the RTMC, and notifying and coordinating with the ITS Maintenance Contractor(s) in resolving failures.
- h. Providing the Department with device up-times and device failure occurrence reports derived from SunGuide® or other approved ticketing tools and applications.
- i. IT parts asset management and supporting the Department with IT/ITS inventory management needs that support the RTMC, STMC, and communications hub sites.
- j. Assisting the Department in performing the annual FDOT tangible personal property inventory management for the items that are assigned to the RTMC, STMC, and communications hub sites. This includes updating the inventory as items are received throughout the year.
- k. Developing and submitting IT work related documentation.
- l. Assisting the Department with construction related IT services for ongoing and future construction projects affecting the District's ITS infrastructure. Examples of this activity include, ITS device integration, field tests, plans review, shop-drawing reviews, specification reviews, and modifications to industry standards.
- m. Maintaining Department-owned workstation and office equipment at the STMC including its necessary ancillary equipment, hardware, and software (i.e., SunGuide®), and any IT Network equipment.
- n. Providing necessary remote access capability for the ITS IT Network staff (i.e., vendor-provided laptop/tablet equipped with internet service) to IT equipment.
- o. Meeting all Department requirements for ITSFM and coordinating with the Department if any relevant devices require migration to FDOT ITSFM software.

The ITS IT Network staff shall monitor, troubleshoot, and diagnose failures to determine if the failure is IT (network) or ITS (field infrastructure) related. Notifications of failures will be based on notification for device failure, outages, scheduled work, circuit disruptions, and other means established by the Department and/or Vendor. A network notification form has been developed by the District and is used to alert all parties if specific issues exist or are scheduled. If the failure

is IT related, the ITS IT Network staff is responsible for appropriate resolution. If the failure is ITS field infrastructure related, the ITS IT Network staff is responsible for preliminary troubleshooting of the failure from the RTMC, and if the failure is not rectified, coordinate with the Department's ITS maintenance contractor(s) for repairs. The ITS IT Network staff is responsible for monitoring, troubleshooting, diagnosing, and restoring all failures related to network equipment at the RTMC, STMC, and through all District 3 communications hub sites. The Vendor shall create flowcharts for common troubleshooting activities.

The Vendor shall provide the necessary qualified managerial, professional, and technical staff to operate and maintain the ITS IT network components such that they continuously operate 24 hours a day, 365 days a year. It is the responsibility of the Vendor to familiarize themselves with the daily activities and responsibilities of the ITS IT network functions as prepared in the ITS IT Network SOG (latest version). Provisions for expansion of the ITS IT network services shall also be included in this Agreement as the functionality and responsibilities of the FDOT District 3 ITS program expands.

The Vendor will be expected to have the necessary equipment for troubleshooting equipment and any application. The Department has access to a variety of tools that will be made available to the Vendor for use, if needed. The Department will also supply applicable workstations and computers at the RTMC. Any additional tools required would be the sole responsibility of the Vendor to provide. Examples of the devices and tools that the Department has access to include:

- Fluke network analyzer equipment (supporting CAT5/6 cabling and connectors)
- DVM
- Frequency and spectrum analyzers for RF components
- Canary non-intrusive Wi-Fi detector tools
- Hand tools and kits (Termination kits and calibrated test cables and light sources)
- Portable OSHA approved scaffolding (for video wall maintenance)
- Software packages (NMS software, Wireshark, VmWare management tools and console, GUIs)
- Smart-optics on several critical fiber circuits which provide metrics for those circuits, including optical budget, optical strength measured in dB, light frequency, drift, jitter, etc.

The Vendor shall be responsible for all IT related components such as system hardware and software; network systems and equipment; and monitoring, upgrading and installing related and non-related ITS/ATMS hardware and software. The Vendor shall provide system software and hardware support to include scheduled maintenance, maintaining records, producing reports, troubleshooting failures, failure trend analysis, and reconfiguration of IT systems.

The Department currently has several "third party" maintenance warranty and priority response contracts covering critical IT infrastructure devices. The Vendor shall be responsible for monitoring and recommending additions, deletions, and modifications to these contracts. Relative information will be provided to the awarded Vendor.

The Vendor shall maintain detailed records of all IT hardware and software and provide monthly reports to the Department. The Vendor shall develop, update, and maintain IT documentation to include hardware and software, operations and maintenance manuals, as well as development and update of overall system operations and maintenance procedures and guidelines. The Vendor shall maintain detailed records of all IT equipment and cabling within in the IT server room

and IT equipment within the RTMC building. The Vendor shall keep logs of all changes in the IT server room and the RTMC building as new equipment is installed by them and/or other third party contractors. The Vendor shall ensure that any changes in the IT server room and RTMC building are appropriately decaled and updated within the Department's IT asset inventory. The Vendor shall comply with the Department's asset management inventory rules and guidelines. The Vendor shall proactively support the Department in managing this aspect of maintaining the Department's IT asset inventory.

The Vendor will not be responsible or required to maintain a backup power system and/or A/C system for the RTMC server room under this contract.

The Vendor shall monitor all ITS IT Network systems and all associated components, perform maintenance tasks necessary to ensure optimum systems operations, to include system backups, database administration, network monitoring/management, and other activities per the system manuals, common industry standards, and guidelines outlining expectations established by the Department. The Vendor shall provide all corrective and preventive maintenance services support for all systems, subsystems and components of the ITS IT Network systems. The Vendor shall provide system administration of all ITS IT Network systems including SunGuide® software and other RTMC Operations software. This primarily consists of:

- a. Add and delete system users.
- b. Maintain and modify user privileges.
- c. Perform and monitor system backups.
- d. Perform system restoration for routine and disaster recovery backup.
- e. Monitor performance, usage and capacity of all servers.
- f. Perform orderly shut-down and re-start procedures as required including server re-boots to resolve system lock-ups.
- g. Monitor system capacity and database performance.
- h. Maintain configuration and change management of all RTMC IT systems.
- i. Perform required software and firmware updates.

An existing / anticipated hardware and equipment that are part of this Agreement are shown in *Table A.3 – Physical/Virtual ITS Network Environment*.

*Table A.3 – Physical/Virtual ITS Network Environment*

Manufacture & Model	Environment/Use
Dell PE2650, R210, R430, R640, R720, R740, R530	Virtual platform for servers including SunGuide app and dB servers, file servers, and NMS servers
Dell SCv3020	SANS server
Jupiter 4500,	Video wall server
Dell CRS 4k	Distributed video server
Dell Precision 3630	SunGuide workstations
Microsoft tablet	Distributed video controller
Cisco and Rukus AP	Wireless TMC access ITS network
FortiNet firewalls 1500, 3200, 3400	Primary and failover sites
Brocade 7150, 7450, 7750 Switching equipment	L2/L3 switching at hubs and core, video distribution to Admin and EOC areas.

The Vendor will have access to on-site ITS IT Network spare parts storage. If access is needed on an emergency basis outside of normal working hours, the Vendor is to contact the District ITS

LAN Manager for access.

The Department will provide any relative and/or available IT Network topology diagrams and/or information to the Vendor upon NTP.

### **7.3.2 ITS IT Network Standard Operating Guidelines (SOG)**

See **Appendix A.III** of this Scope of Services for the current version of the D3 ITS IT Network SOG. An editable version shall be given to the Vendor upon NTP.

The Vendor acknowledges:

- a. The ITS IT Network SOG is equally important to these Scope of Services, including all requirements herein;
- b. The ITS IT Network SOG may contain additional requirements not referenced in the Scope of Services;
- c. The Scope of Services governs in any case of Vendor-perceived discrepancy between the Scope of Services and ITS IT Network SOG.

The Vendor shall evaluate and update (official annual deliverable, see **Section 16, REPORTING REQUIREMENTS**) the ITS IT Network SOG to ensure that they are as efficient and effective as possible. In addition, the Vendor shall modify and maintain the existing ITS IT Network SOG as required conforming to the status of ITS deployment, software systems, RTMC Policy, FDOT OIT/ITS Guidance, and as a result of system performance analysis. Updates to the ITS IT Network SOG shall be approved by the Department prior to implementation.

### **7.3.3 IT Supplementary Deliverables/Submittals**

The Vendor shall develop, maintain and submit annually:

- Five-year replacement plan projection list for all IT hardware, software, and services list. The intent of the list is to provide the Department with a high-level planning overview of the budgetary needs for maintaining the IT systems, broken down by Department fiscal year. The list shall include up to three price quotes for each product listed to assist with Department purchases. The Vendor shall review, update and maintain this annual IT hardware, software, and services list current throughout each fiscal year.
- Annual surplus IT equipment list for all IT hardware to be surplus. The Vendor shall review various technical factors e.g. the age of the equipment, working condition, number of failures within the past year, etc. in determining the surplus IT equipment list. The Vendor shall prepare the surplus IT equipment list in accordance with the Department's Surplus Property Disposal Procedures (Topic No.: 350-090-005).

### **7.3.4 RTMC Video Wall System**

The Department currently utilizes Canvas videowall software at the RTMC. The Juniper/Canvas video wall control system consists of both software licenses and commercial off the shelf available hardware equipment (e.g. servers, graphics cards, Ethernet switches, monitors, computer peripherals, cables, etc.) that are located within the IT Server Room.

For all RTMC video wall system failures, the Vendor's IT staff shall be primary first responder and perform the initial diagnostics to determine the area of failure.

## **7.4 Additional Monitoring Services Provided by Others**

The Vendor shall utilize real-time HERE® data (or equivalent), provided by FDOT Central Office, to monitor roadway performance in areas not covered by vehicle detection devices.

The Vendor shall manage any RR AVL data provided to the RTMC by a 3rd Party application.

**7.5 Software Support**

The Vendor shall continuously maintain and support the Department’s various software throughout the term of the Agreement, via its ITS IT Network Staff, to ensure it operates as designed. This includes processing or maintaining up-to-date security patches and version upgrades, as required.

The Vendor shall be responsible for tracking all software license renewal dates throughout the term of the Agreement. The Department reserves the right to modify the list at any time and will provide an official updated list to the ITS IT Network Manager. The Vendor shall notify the Department monthly, in writing, of all RTMC related/used/owned software in expiration order (see **Section 16, REPORTING REQUIREMENTS**, of this Scope of Services). Each notification will include the name of the software, the pending renewal date, and the cost for the renewal (if available). The Vendor is not responsible for the payment of the renewal of the software. Failure to comply with the tracking and notification of software licenses will result in an Invoice Payment Deduction, per instance, as specified in **Section 19, PERFORMANCE STANDARDS REQUIREMENTS AND MEASUREMENTS**, of this Scope of Services.

As part of the base services to the Agreement, the Vendor shall provide software related support including:

- a. Maintaining and performing updates to the SunGuide® software and all other third party software purchased and/or developed by the Department for the RTMC operations.
- b. Performing updates to existing Department-owned software.
- c. Implementing new commercially off-the-shelf available software to improve overall performance of the RTMC operations as approved through the Department's IRR process (Per Policy, Procedure 325-060-020).

The current list of the existing / anticipated software is shown in *Table A.4 – ITS Network Software*, and listed below:

*Table A.4 – ITS Network Software*

Category	List of Existing Software
Core OS Software	Microsoft Server Enterprise, Windows 10 Enterprise, Linux, Microsoft SQL Server 2017, VmWare
Server Video Apps and Tools	SunGuide, Canvas Server, Platinum Server, Camtasia Studio, FortiClient Endpoint Management Server, ffdshow, Microsoft SQL Server Management Studio, ONVIF Device Manager, Panasonic Security System Configuration Tool
Network Tools	Advanced IP Scanner, Angry IP Scanner, PuTTY, SNMPc Enterprise, Spiceworks, TACACS.net, WinPcap, Wireshark
Desktop Applications	Adobe Acrobat Reader DC, Apache Tomcat, Camtasia Studio, Canvas Client, FortiClient, Microsoft Office 365 ProPlus, Platinum Client, VLC media player
Development Tools	Java SE Development Kit, LINQPad, Microsoft Office Lync Software Development Kit, Microsoft Visual C++ 2017, Microsoft Visual Studio 2017, Microsoft Web Deploy, Notepad++, Python, SAP Crystal Reports,

### **7.5.1 SunGuide® Software**

Developed by the FDOT Central Office to provide a common software platform for RTMC operations across Florida, the SunGuide® Software has the capability to control field devices (CCTV Cameras, DMS, Detectors, Ramp Signals, etc.), collect event data, create performance measure reports, manage/dispatch RR, post travel times on DMS, support express lanes operations, and provide center-to-center communications, among other features. The Vendor shall be responsible for administering, maintaining, updating, configuring and troubleshooting the SunGuide® Software implementation at the RTMC. The Department is currently under contract with the SunGuide® Software vendor at the FDOT Central Office for developing enhancements, maintenance and troubleshooting software related issues. The Vendor shall coordinate with the SunGuide® Software vendor for troubleshooting and rectifying any SunGuide® related issues, as they occur.

The FDOT SunGuide® software project website (shown below) contains relevant software related information that shall be reviewed as reference by the Vendor for gaining familiarity with the SunGuide® software.

<http://www.sunguidesoftware.com/>

For any new SunGuide® software planned enhancements, the Vendor shall provide technical support and guidance to the Department with review of SunGuide® Software requirements developed by others or develop new requirements if requested by the Department. The Vendor shall be responsible for coordinating, preparing, submitting, and providing updates on the status of SunGuide® software enhancements requests, assess the impacts of SunGuide® software enhancements on other FDOT District 3 RTMC software and provide recommendations to minimize such impacts.

The Vendor shall participate, in conjunction with the Department, at the CMB meetings. The Vendor shall provide technical support and guidance to the Department prior to each CMB meeting with regards to the SunGuide® Software. The Vendor shall track the status of the action items resulting from the CMB meetings impacting FDOT District 3. This activity shall include follow-up with the individual and/or entity responsible for the action item. The Vendor shall assist the Department in activities such as identifying the availability of requested information or documents; developing information or documents; determining status of action items; identifying the point of contact for the information and establishing contact with that individual or entity. The Vendor shall participate in conjunction with the Department at the SSUG meetings. The Vendor shall provide technical support and guidance to the Department prior to each SSUG meeting with regards to the SunGuide® Software. The Vendor shall track the status of the action items resulting from the SSUG meetings impacting District 3. This activity shall include follow-up with the individual and/or entity responsible for the action item. The Vendor shall assist the Department in activities such as identifying the availability (or lack thereof) of requested information or documents; developing information or documents; determining status of action items; identifying the point of contact for the information and establishing contact with that individual or entity.

### **7.5.2 Operations Task Manager (OTM) Software**

Developed by the Department for RTMC Operations to provide a common software platform for applications developed outside of SunGuide® Software, the OTM Software has numerous dependencies to SunGuide® Software that allows it to collect data, create performance measure reports, and manage miscellaneous RTMC operations tasks. The OTM software is currently being

established in D3's SunGuide server.

### **7.5.3 Operator Quality Control (OpQC) Software**

Developed by the Department to support QC of their daily reviews of events managed by RTMC Operations staff, OpQC provides a web interface that allows operators to perform a self-check or real-time QC to verify that events are being handled in accordance with the RTMC SOP. The Vendor shall be responsible for administering, maintaining, updating, configuring and troubleshooting the OpQC Software for the term of the Agreement.

### **7.5.4 Automated Vehicle Location**

The Department is currently under contract with a RR contractor which includes an AVL system 3rd party vendor to furnish, install and maintain an AVL system (both software and hardware) for tracking the location and status (i.e. stopped or moving) of RR vehicles. This application may import position data directly into SunGuide® AVL/RR Subsystem or, which allows the RR vehicle positions to be populated on the SunGuide® Map. In addition, the 3rd party vendor provides bi-weekly output data to the Department. The Vendor shall be responsible for coordinating with the 3rd party AVL system vendor to assure AVL data is provided to the Department.

### **7.5.5 TMC Connect (Future Use)**

TMC Connect was developed to serve as a central repository for public inquiries submitted to participating agencies as related to the freeway system and any other services managed or to be managed by the Department. This software is used to track (i.e. time stamp) public inquiries as they are submitted to and fulfilled by Department staff.

## **8 VENDOR PURCHASE REQUIREMENTS**

The Vendor shall provide all labor, materials, tools, equipment, and incidentals to perform the required services throughout the term of this Agreement which may include, office equipment, software or daily operational items required for RTMC Operations and ITS IT Network maintenance. These items will be included in the service by the Vendor and will not be separately reimbursed by the Department. The Department reserves the right to provide any additional materials for Vendor use not already listed herein.

The Vendor shall be required to provide, operate, and maintain smart phones throughout the term of this Agreement for specific RTMC staff. These items will be included in the service provided by the Vendor and will not be separately reimbursed by the Department. At a minimum, cellular/smart phones will be provided by the Vendor to the RTMC Manager, Assistant RTMC Manager(s), RTMC Shift Supervisor(s), and all ITS IT Network Staff.

The Vendor shall provide and maintain, at no additional cost to the Department, all equipment necessary for Vendor staff to facilitate company specific requirements.

The Vendor shall purchase, install, operate, and maintain all equipment, necessary for a physically connected (i.e., no wireless, cellular, or hot-spot solutions) 3<sup>rd</sup>-party internet service provider (ISP) for the purposes of SunGuide® connectivity to FL511 and other Department services. The ISP will be a 24/7 service and billed monthly as part of the Vendor invoice and shown as a bid item on **Exhibit C – Price Proposal**.

The Vendor will not be responsible for purchasing any Department-owned equipment or software.



## **9 PROPERTY RIGHTS**

No Department-owned equipment and/or software shall be removed from Department property without written approval by the Department.

The Vendor shall retain responsibility for risk of loss or damage to the equipment/software during the term of the Agreement (see **Section 19, PERFORMANCE STANDARDS REQUIREMENTS AND MEASUREMENTS**, of this Scope of Services). However, the Vendor shall not be responsible for loss or damage to such property not due to the fault of the Vendor or Vendor's staff. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with the Agreement shall become the exclusive property of the State of Florida and may not be copyrighted, patented, or otherwise restricted as provided by Florida federal law. Neither the Vendor, nor any individual employed, shall have any property interest in the product or equipment.

Any deliverable, constituting a work of authorship, within the subject matter and scope of the 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 section 119.084 F. S., on behalf of the State of Florida.

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 to the Department all copyrights subsisting therein for the consideration set forth in the Agreement and with no additional compensation.

Notwithstanding anything to the contrary in this Agreement, Department's ownership of software or data shall not apply to any preexisting software, data, or other work authorship used by Vendor to create any deliverable, unless the preexisting software, data or work was developed by Vendor pursuant to a previous contract with the Department or a purchase by the Department under a State Term Contract.

The Department shall have full and complete ownership of all software developed without limitation:

- a. The written source code
- b. The source code files
- c. The executable code
- d. The executable code files
- e. The data dictionary
- f. The data flow diagram
- g. The work flow diagram
- h. The entity relationship diagram
- i. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

## **10 INVENTORY DATABASE**

The Vendor shall assist, track, and maintain the RTMC inventory in accordance with the Department's property procedure. The Department's inventory consists of all Department-owned equipment.

Information shall be entered into the Department's inventory database daily, unless otherwise required by the Department. Information into the Department's inventory database shall, at a minimum, include the following:

- a. Equipment type
- b. Equipment description
- c. Model number
- d. Serial number
- e. Department-assigned property number

Upon request, the Vendor shall provide ad hoc reports from the inventory database and initiate updates to the system within five (5) business days when equipment has been deemed inoperable, deemed surplus, or replaced by the Department.

## **11 ROAD RANGER SERVICE PATROL CONTRACT**

The RR Service Patrol service is provided to the Department through a separate contract. The RTMC coordinates its efforts with this service, and in general, the Vendor is responsible for dispatching and monitoring the RR. The Vendor may be required to facilitate communications and coordination efforts between the RTMC Operations Staff, FDOT maintenance, law enforcement, fire/rescue and RR, as directed, or in accordance with the RTMC SOP.

If discrepancies or inefficiencies are found within the RR program, the Vendor shall note them and forward the information in writing to the RR Project Manager and the Department.

## **12 MAJOR INCIDENT AND EMERGENCY EVACUATION COVERAGE**

The Vendor shall provide services during major incidents. The Vendor is advised there are no showers or sleeping arrangements in the RTMC. All information acquired from the event shall be incorporated into the FL511 phone service information and website. This information shall be disseminated to the Emergency Operations Center and partnering agencies in the region where the major incident occurs. The Department will give directive on when this service is needed and at the locations warranting additional coverage.

Should miscellaneous emergency communications for a major incident or emergency evacuation coverage require use of a satellite phone (prior written approval by the Department is required), the Vendor shall submit the cost in its monthly invoice with supporting documentation to the Department for review and reimbursement by the Department.

In the event of emergency evacuation of the RTMC, services shall be provided at a remote facility as defined by the Department. If needed and authorized in advance by the Department, the Vendor may receive reimbursement for appropriate travel expenses related to the emergency work, subject to the Task Work Order limit. Bills for travel expenses specifically authorized in this

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

### **13 RTMC STANDARD OPERATING PROCEDURES (SOP) MANUAL**

See **Appendix A.II** of this Scope of Services for the current version of the D3 RTMC SOP. An editable version shall be given to the Vendor upon NTP.

The Vendor acknowledges:

- a. The RTMC SOP is equally important to these Scope of Services, including all requirements herein;
- b. The RTMC SOP may contain additional requirements not referenced in the scope of services;
- c. The Scope of Services governs in any case of Vendor-perceived discrepancy between the Scope of Services and RTMC SOP.

The Vendor will perform an initial update of the RTMC SOP within 60 days of NTP; then,

- a. Annually evaluate the RTMC SOP to ensure that they are as efficient and effective, as possible.
- b. Update the RTMC SOP at a minimum of annually, to conform to latest status of ITS deployment, software systems, and RTMC Operations policy.
- c. Provide approved updated electronic copies of the RTMC SOP to management personnel, ITS IT Network and RTMC Operations staff, the Department and partnering agencies.
- d. Provide approved updated hard copies to ITS IT Network and RTMC Operation staff.

Updates to the RTMC SOP shall be reviewed by the Department for acceptance.

### **14 TRAVEL**

Travel associated with Major Incidents and Emergency Evacuation is discussed in a separate section. In addition to emergency and incident travel, the Vendor will be required to travel to various meetings or RTMC-related events throughout the term of the Agreement. The Vendor will be responsible for providing transportation and travel accommodations for its personnel. Sample meetings include:

- a. TIM Meetings
- b. SunGuide Software User's Group
- c. Change Management Board
- d. Other Department Stakeholder meetings

Staff who have been approved by the Department for travel will bill at their contract rate during travel. The Department will not pay for any other travel expenses.

All travel shall require the Department written approval, in advance. The Vendor shall utilize

proper judgement for submitting requests based on emergencies versus planned travel.

If needed and authorized in advance by the Department, the Vendor may receive reimbursement for appropriate travel expenses, subject to the Task Work Order limit established. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Department's Disbursement Handbook for Employees and Managers.

## **15 DEPARTMENT OPERATIONS MANAGER**

The Department will designate an Operations Manager, who will be responsible for the overall administration and supervision of this Agreement, including, but not limited to:

- a. Issuing Letters of Authorization and approving invoices, RTMC SOP, training programs, and the COOP.
- b. Reviewing Vendor invoices for reimbursement.
- c. Conducting review of the various phases of the RTMC Vendor management activities.
- d. Review and approval of deliverables (e.g., reports) by the Vendor.
- e. Review and approval of PIO-related documents/communications by the Vendor.

## **16 REPORTING REQUIREMENTS**

The Vendor shall submit the following reports as indicated below. All reports shall be cataloged and maintained throughout the term of the Agreement.

### **16.1 Daily**

Daily reports shall be submitted by 9:00 a.m. each business day. The EOS report shall be submitted at the end of each RTMC Operator shift. All reports shall be submitted electronically to the Department.

#### **16.1.1 RTMC Operations Staff**

- a. Device checks on all equipment – Must reflect the status of each Department deployed ITS Device (CCTV, DMS, VDS, RWIS, BlueTooth Technology, WWD, TPAS, etc.)
  - i. Device checks occur no less than once per shift, recorded in District Three RTMC Maintenance software.
- b. EOS – End of Shift Report must include active events, DMS utilized, status of ITS IT Network, status of SunGuide® and OTM software, status of internet service, device failures while on shift, and Major Events that took place while on shift.

### **16.2 Weekly**

Weekly reports, unless otherwise shown, shall be submitted by 9:00 a.m. on the next business day following end of each reporting week.

#### **16.2.1 RTMC Operations Staff**

- a. Weekly RTMC Operations Meeting Minutes (due no more than one week after the meeting was held)
- b. 511 Report – Report consists of every FL511 related call and how it was managed by the RTMC Operations Staff.
- c. Staffing Plan – Upcoming week’s schedule of personnel. The RTMC Staffing Plan must reflect, at a minimum, the following:
  - i. Position and name of the employee
  - ii. Begin/end work times
  - iii. Scheduled vacation
  - iv. Scheduled Department directed meeting outside of RTMC (e.g., TIM Meetings)

### **16.2.2 ITS IT Network Staff**

- a. ITS System Reports - Must reflect the ITS IT network and connectivity status systemwide, including any deficiencies.
- b. Weekly look-ahead for scheduled ITS IT Network activity (e.g., maintenance, upgrades, outages, integration, software modifications, etc.)
- c. Previous Weekly Project Status Update Report – What was accomplished during each week.
  - i. Due every Friday by noon.

### **16.3 Monthly**

Monthly reports, unless otherwise shown, shall be submitted by 5<sup>th</sup> working day following end of each reporting month.

#### **16.3.1 RTMC Operations Staff**

- a. Road Ranger Activity Report - This report must reflect, at a minimum, the following for each Ranger:
  - i. Total events with Road Rangers
  - ii. Arrival time
  - iii. Arrival duration
  - iv. Quantity of activities performed, broken down by activity type
  - v. Notifying agency
  - vi. Event types managed
  - vii. On-site duration
  - viii. Road Ranger Assists
  - ix. Mile Marker location
  - x. Assists by time of day
  - xi. Assists by day of week
  
- b. RISC Report - This report must reflect, at a minimum, the following for each RISC Contractor:

- i. Total events involving RISC
  - ii. Arrival time
  - iii. NTP time (via FHP notification to RISC contractor on scene)
  - iv. Travel lane clearance time (excludes shoulder activity)
  - v. Start/Stop time, if applicable
  - vi. Event types managed
- c. RTMC Performance Measures Report - This report must reflect, at a minimum, the following:
- i. Event quantity
  - ii. Event quantity by Incident Level (e.g., WWD, Level I, Level II, Level III, etc.)
  - iii. Total lane blockage events
  - iv. Event verification duration (monthly average)
  - v. Event clearance duration (monthly average) (based on Lane Blockage Events)
  - vi. Open Roads duration / month (%)
  - vii. Events involving FL511
  - viii. Events involving C2C
  - ix. Events involving Department stakeholder coordination
  - x. COOP activation
  - xi. Events requiring DMS messaging
  - xii. DMS message posting time (Average)
  - xiii. DMS message accuracy (%)
- d. Staff Performance Measures Report – This report must reflect, at a minimum, the following:
- i. Number of errors by each RTMC operator (all levels)
  - ii. Error to event ratio by each RTMC operator (all levels)
  - iii. Accuracy by RTMC operator (%) – (all levels)
  - iv. Summary of errors by error category
  - v. Total number of errors
  - vi. Overall error to event ratio (all RTMC operators, no matter the level, for month)
  - vii. Overall accuracy (%)
  - viii. Events managed (total for month)
  - ix. Events managed by type (%)

See **Appendix A.IV** of this Scope of Services for D3 RTMC Event Log Activities that will be utilized as part of error calculations for RTMC Operations Staff.

### **16.3.2 ITS IT Network Staff**

- a. RTMC Software License Renewal Log – Monthly update of all RTMC software indicating license renewal date, in order by expiration.
- b. RTMC Security Report – User Logs, Fortinet® UTM security report (or current

equivalent), any equipment modification, IP address changes, etc.

#### **16.4 Quarterly**

Quarterly reports, unless otherwise shown, shall be submitted by 15<sup>th</sup> working day following end of each reporting quarter.

##### **16.4.1 RTMC Operations Staff**

- a. Secondary Crash Report – Report consisting of all secondary crashes, as entered in SunGuide®, including total quantity, mile marker locations, and trends.
- b. TIM Team Activities
- c. SunGuide® Performance Measures Reports - This report shall must reflect, at a minimum, the following:
  - i. Incident clearance duration
  - ii. Open Roads duration / month
  - iii. Roadway clearance duration / month
  - iv. Incidents with Road Ranger response
    - o Incident clearance duration
    - o Open Roads duration / month
    - o Roadway clearance duration / month
  - v. Percentage of event types for all events
- d. Organizational Chart (for all Vendor Staff on this Agreement and FDOT District 3 TSM&O Staff) - This report must reflect, at a minimum, the following:
  - i. Positions
  - ii. Names
  - iii. Hierarchy
  - iv. FDOT and Vendor
- e. Any updated RTMC Training materials (for either or both of RTMC SOP and ITS IT Network SOG) shall be submitted to the Department and distributed to all RTMC management and supervisory staff.
- f. RTMC Employment/Continued Training and Certification Report (for all Vendor Staff on this Agreement). This report must reflect for each employee, at a minimum, a continuous list of required training/testing, including date taken or to be taken, and must include pass/fail results for each instance.

The Vendor shall adhere to the Minimum Career Paths as provided in **Appendix A.V - Job Descriptions**. Additional staff training and testing, based on corrective action or non-performance, is also required by the Vendor throughout the term of the Agreement.

#### **16.5 Annually**

Annual reference guide updates and annual reports will be based on FDOT Fiscal Year: July 1 through June 30. Annual reports will be due within 30 calendar days after the reporting year.

##### **16.5.1 RTMC Operations Staff Reference Documents**

- a. RTMC SOP Update. See **Section 13**, RTMC SOP Manual for requirements.
- b. Quick Reference Guide Update. Any RTMC SOP sections revised during this activity need to also be updated in their respective sections here.
- c. Emergency preparedness / COOP Update.

#### **16.5.2 ITS IT Network Staff**

- a. IT Software, Hardware and Service Needs Report - This report must reflect, at a minimum, the following: device uptime, network availability, equipment needs, software license renewals upcoming, 3rd-party damages (including, estimated cost incurred and responsible party).
- b. ITS IT Network SOG – This document will be updated annually. Content will be approved by the Department Project Manager.

#### **16.6 Ad Hoc**

The Vendor shall provide ad hoc reports as specified and required by the Department within the specified number of days indicated on the request. This includes emergency reporting during Major Incidents or Emergency Evacuation situations. All reports shall be submitted electronically to the Department.

### **17 DEPARTMENT REVIEW/APPROVAL**

The Department reserves the right to review and approve all submittals by the Vendor.

If the report or similar documentation reviewed is rejected, the Vendor shall have ten (10) business days to address the Department's concerns and resubmit.

### **18 TRANSITION PLAN (IN THE EVENT OF CANCELLATION, TERMINATION, OR EXPIRATION)**

An essential element to assuring success of this project will be the transition from one Vendor to another should the Agreement be canceled, terminated, or expire, and a new Agreement is subsequently executed with a firm other than the awarded Vendor. The Vendor shall fully cooperate and assist in such a transition, including with any other successor-vendor, and shall do so for a minimum of two months following the term of the Agreement or any cancellation or termination thereof. All parties agree to share Department-provided space and equipment during the transition period.

#### **18.1 Transition Meetings**

Prior to the end of services of the Agreement, the Department shall schedule, and the Vendor shall attend no less than two 1-hr transition meetings. Transition meetings will include representatives from the Vendor, successor-vendor, and the Department, in order to develop a jointly written plan clearly establishing all duties/tasks/responsibilities and timeframes for completion of activities required during the transition period. The jointly written plan will serve as the cooperative agreement and will be signed by each of the parties.



## **18.2 Transition Plan**

The cooperative agreement shall include, but not be limited to:

- a. A clear description of Department needs and expectations of all entities
- b. Designated point of contact for each entity
- c. A calendar of regularly scheduled meetings
- d. Milestones/tasks to be met/completed by each entity during transition
- e. A detailed list of data that will be shared
- f. A mechanism and timeframe for transmitting data.

## **18.3 Transfer of Data**

The timely transfer of records, data, and any other information related to this Agreement and the work completed by the Vendor during its term on this Agreement to the successor-vendor and the Department is an essential requirement of the Agreement.

If the Agreement period ends due to expiration of the Agreement term, the Vendor shall deliver all documents, records, reports, lists, data, and any other information pertaining to this Agreement to the Department and the successor-vendor at exactly 60 calendar days prior to the end of term.

If the Agreement period ends prior to the Agreement term expiration date due to any other reason (the Department will send a notice of cancellation or termination 30 calendar days prior to the date services are to cease. This notice will also request that the Vendor provide all records/data/information, etc., to the Department and/or successor-vendor within 15 calendar days of receipt of the notice.

The Vendor shall not request any separate payment for the transfer of any data, records, documentation, etc., from either the Department or the successor-vendor.

## **19 PERFORMANCE STANDARDS REQUIREMENTS AND MEASUREMENTS**

### **19.1 Invoice Payment Deductions**

On occurrences in which the Vendor does not meet a Performance Standard Requirement or Performance Measure Requirement (see *Tables A.3* of this Scope of Services), the Department reserves the right to assess the Vendor with Invoice Payment Deductions that shall be deducted from the Vendor's monthly invoice for this Agreement.

Invoice payment deductions shall not be applied during first 60 calendar days after NTP. The penalties will not be assessed; however, infractions will be tracked. After the first 60 days following NTP, all performance standard requirements shown in *Tables A.3* will be evaluated and calculated monthly by the Department.

Should there be a non-performance infraction as listed in this section, the Vendor shall have the opportunity to provide an explanation to the Department, in writing, prior to the assessment of the payment deduction. The Department reserves the right to waive or reduce any deduction for extenuating circumstances.

Application of any non-performance reduction in payment will not waive the Department's right to terminate any Vendor staff or the Agreement in the interest of the Department.

The infractions that shall activate the invoice payment deduction for non-performance shall include any from the following tables (A.3.1. General, and A.3.2. Performance Measures):

Table A.3 - Invoice Payment Deduction Schedule

1. General				
No.	Performance Standard Requirement	Criteria	Requirement	Invoice Payment Deduction
1.	Sleeping on Duty	Each occurrence. Any Vendor staff caught sleeping on more than two occasions within a one-year period will be terminated immediately.	All Vendor staff are to be awake and alert at all times.	\$500 per occurrence
2.	Falsifying Time Sheet Information	Each occurrence within an invoice period.	Vendor responsible for accurate staff time collection and reporting.	\$500 per occurrence
3.	Loss of Security Access Badge	Each occurrence.	All Vendor staff to have a Department-provided Security Access Badge on their person at all times.	\$50 per occurrence
4.	Required Uniform Attire	Each occurrence.	All Vendor staff are required to wear uniform attire as per this Agreement.	\$50 per occurrence
5.	Unauthorized Use of Telephones or Other Electronic Devices, Including Personal Cellular telephones in the RTMC Operations Room	Each occurrence.	Vendor staff are not to be on their phones or electronic devices, while working, in the RTMC Operations Room	\$50 per occurrence
6.	Improper use of Internet/Wi-fi	Each occurrence.	Vendor staff are not to attempt to utilize Department-provided equipment to access or download unauthorized websites, URLs, etc. <b>(subject to permanent dismissal at the discretion of the Department)</b>	\$500 per occurrence
7.	Having Food or Liquids at an RTMC Operations Console/Workstation	Each occurrence.	Vendor staff are not to have any food, nor liquids in anything other than non-spill containers at an RTMC Operations Console/Workstation	\$50 per occurrence

1. General				
No.	Performance Standard Requirement	Criteria	Requirement	Invoice Payment Deduction
8.	Shift Staffing Requirements	Each occurrence.	Vendor responsible for assuring all scheduled staff positions are covered and present for each shift, and for the duration of each shift. (The use of a Temp Agency is not allowed)	\$2,000 per occurrence
9.	Non-responsive On-Call Vendor Staff (Includes Vendor Project Manager)	Each occurrence.	24/7 On-call RTMC Management and ITS IT Network staff who are non-responsive, based on RTMC SOP or ITS IT Network SOG (and Section 3.1 of this Scope of Services), to the following: <ul style="list-style-type: none"> <li>• Emergency Call (1-hour response time)</li> <li>• Major Event (2-hour response time)</li> </ul>	Emergency Call \$1,000 per occurrence Major Event \$2,000 per occurrence
10.	Untimely Submittal of Monthly Reports	Each occurrence.	Vendor solely responsible for submitting all monthly reports, as detailed in this Scope of Services, by 5 <sup>th</sup> working day after end of reporting month.	\$500 per occurrence
11.	Incorrect Submittal of Monthly Invoice	Each occurrence.	Vendor solely responsible for submitting accurate and correct invoice each month.	\$500 per occurrence

3. Performance Measures				
No.	Performance Measurement Requirement	Criteria	Requirement	Invoice Payment Deduction
1.	Dynamic Message Sign (DMS) Accuracy (RTMC Operations Staff)	Monthly percentage, based on total number of correct messages posted to total number of messages posted per invoice period.	Less than 95% accuracy of messages posted	\$1,000 per month

Performance Measures				
No.	Performance Measurement Requirement	Criteria	Requirement	Invoice Payment Deduction
2.	ITS Device Availability (RTMC Operations Staff)	Failure to monitor ITS Field Device / report malfunction(s) resulting in delayed repair; five (5) or more per month.	RTMC Operations staff required to monitor all ITS field devices once per shift and report as per RTMC SOP.	\$1,500 per month
3.	Critical IT Systems (ITS IT Network Staff)	% Uptime availability (monthly average, calculated monthly)	Less than 99.8% uptime, based on total hours of availability versus "down time"	\$3,500 per month
4.	Non-critical IT Systems (ITS IT Network Staff)	% Uptime availability (monthly average)	Less than 98% uptime, based on total hours of availability versus "down time"	\$2,500 per month

## 20 ADDITIONS/DELETIONS

The Department reserves the right to add, delete, or revise services under this Agreement. Additions, deletions or revisions that do not materially change the scope of services shall be at no cost to the Department.

The Vendor will begin the provision of initial services upon receiving a NTP from the Department.

**\*\*\*End of Exhibit\*\*\***

# FDOT D3 Coverage Map

To obtain this Exhibit Please indicate the email address of the person to receive documents on the RFP registration form and return,

A.II

**FDOT D3 RTMC**

# **Standard Operating Procedures**

To obtain this Exhibit Please indicate the email address of the person to receive documents on the RFP registration form and return.

**A.III**

# **FDOT D3 ITS IT Network Standard Operating Guidelines**

To obtain this Exhibit Please indicate the email address of the person to receive documents on the RFP registration form and return,



# **FDOT D3 Event Log Activities**

To obtain this Exhibit Please indicate the email address of the person to receive documents on the RFP registration form and return.





# Job Descriptions

To obtain this Exhibit Please indicate the email address of the person to receive documents on the RFP registration form and return.

## EXHIBIT "B"

### METHOD OF COMPENSATION

#### 1.0 PURPOSE:

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

#### 2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization" will be issued for each project scheduled.

#### 3.0 COMPENSATION:

The total of all authorizations shall not exceed a Budgetary Ceiling of \$9,135,066.

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

The contract Budgetary Ceiling shall be made up of:

\$1,732,081 from Fiscal Year 20/21

\$1,774,278 from Fiscal Year 21/22

\$1,822,201 from Fiscal Year 22/23

\$1,874,739 from Fiscal Year 23/24

\$1,931,767 from Fiscal Year 24/25

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

#### 4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

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

## 5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each "Letter of Authorization", the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made at the contract hourly billing rates in Exhibit "C", for services provided, as approved by the Department. The contract hourly billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. **The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts).**

Invoices shall be submitted to: Florida Department of Transportation  
District 3 Traffic Operations  
1074 Highway 90  
Chipley, Florida 32428

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

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

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

## 6.0 DETAILS OF UNIT RATES:

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

## 7.0 TANGIBLE PERSONAL PROPERTY:

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

**EXHIBIT C**  
**PRICE PROPOSAL**

**FDOT District Three Northwest Florida Regional Transportation  
Management Center Operations Support**

# 1 PRICE PROPOSAL – DOT-RFP-21-3010-KW

## ***FDOT District Three Northwest Florida Regional Transportation Management Center Operations Support***

All proposers (i.e., Vendor) must prepare their price proposal on the following form. Vendor must enter their Loaded Rate and Total Weekly Cost for all items (*Table C.1*). The Loaded Rate for each Job Title shall include all associated costs to Vendor for employment of each Job Title to meet or exceed all requirements of this Agreement. The Vendor shall also include a price for Vendor-provided internet services as per **Exhibit A - Scope of Services**. If any price proposal boxes are left blank or marked N/A, the entire proposal shall be considered non-responsive and will be rejected by the Department. Hours per week are included to ensure an accurate basis for bid and not intended to represent anticipated hours worked (i.e., a Unit Price per Position). Anticipated hours worked and proposed shifts shall be listed in the Vendor’s Staffing Proposal (**Exhibit D** of this Agreement).

*Table C.1 – Price Proposal*

<b>Job Title</b>	<b>No. of Positions<sup>2</sup></b>	<b>Hours Per Week<sup>2</sup></b>	<b>Loaded Rate \$ / Hour</b>	<b>Total Weekly Cost<sup>1</sup></b>
RTMC Operator	1	40	\$	\$
RTMC Operator I	1	40	\$	\$
RTMC Operator II	1	40	\$	\$
RTMC Operator III	1	40	\$	\$
RTMC Shift Supervisor I	1	40	\$	\$
RTMC Shift Supervisor II	1	40	\$	\$
RTMC Shift Supervisor III	1	40	\$	\$
Assistant RTMC Manager	1	40	\$	\$
RTMC Manager	1	40	\$	\$
ITS IT Technician I	1	40	\$	\$
ITS IT Technician II	1	40	\$	\$
ITS IT Technician III	1	40	\$	\$
ITS IT Senior Technician	1	40	\$	\$
ITS IT Manager	1	40	\$	\$
Administrative Assistant / Receptionist	1	40	\$	\$

Job Title	No. of Positions <sup>2</sup>	Hours Per Week <sup>2</sup>	Loaded Rate \$ / Hour	Total Weekly Cost <sup>1</sup>
Project Manager <sup>2</sup>	1	5	\$	\$
Internet Service				\$
Subtotals <sup>1</sup> :				\$
				<b>Total Cost<sup>1</sup></b>
Annual Total (52 Weeks) <sup>1</sup> :				\$
5-Yr Total (60 Months) <sup>1</sup> :				\$
Grand Total <sup>1,3</sup>				\$

<sup>1</sup>Accurate calculation of the value provided in each box for all totals are the sole responsibility of the Vendor.

<sup>2</sup>Number of Positions and Hours Per Week shall not be modified.

<sup>3</sup>Grand Total equals sum of total weekly cost for all positions for duration of contract (i.e., five years), plus 60 months of Internet Service. The Grand Total will be utilized for price evaluation purposes.

**RENEWAL:** THE LOADED RATES WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS. Renewal periods are not guaranteed and are at the sole discretion of the Department.

**MFMP Transaction Fee:** All payment(s) to the Vendor resulting from this competitive solicitation WILL be subject to the My Florida Market Place (MFMP) Transaction Fee for each invoice period. Invoice periods for this contract are each calendar month (or portion thereof), starting at Notice to Proceed.

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

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

Proposer: \_\_\_\_\_ FEID # \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Printed / Typed: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Exhibit D**

## **STAFFING PROPOSAL**

### **FDOT District Three Northwest Florida Regional Transportation Management Center Operations Support**

# 1 Staffing Proposal – DOT-RFP-21-3010-KW

## **FDOT District Three Northwest Florida Regional Transportation Management Center Operations Support**

All proposers (i.e., Vendor), as part of their Technical Proposal, must prepare and submit their staffing proposal on the following form. The Staffing Plan shall consist of Number of Positions, Hours per Week, and Proposed Shifts as Vendor anticipates for each Job Title shown. Hours per Week should equate to the number of Vendor-provided staff needed to meet or exceed the requirements of **Exhibit A, Scope of Services**, of this Agreement. The Staffing Proposal shall be representative of the full duration of the Agreement.

*Table D.1 – Proposed Positions and Coverage*

**VENDOR** \_\_\_\_\_ **DATE** \_\_\_\_\_

<b>Job Title</b>	<b>No. of Positions</b>	<b>Hours Per Week<sup>1</sup></b>	<b>Proposed Shifts</b>
RTMC Operator			
RTMC Operator I			
RTMC Operator II			
RTMC Operator III			
RTMC Shift Supervisor I			
RTMC Shift Supervisor II			
RTMC Shift Supervisor III			
Assistant RTMC Manager			
RTMC Manager			
ITS IT Technician I			
ITS IT Technician II			
ITS IT Technician III			
ITS IT Senior Technician			



<b>ITS IT Manager</b>			
<b>Administrative Assistant / Receptionist</b>			
<b>Project Manager<sup>2</sup></b>	1	5	

<sup>1</sup>Accurate calculation of the value provided in each box for Hours Per Week is the sole responsibility of the Vendor.

<sup>2</sup>Number of Positions and Hours Per Week for Project Manager shall not be modified.

<sup>3</sup>The vendor shall indicate in this column the proposed shift times recommended for each staff member per category.

Example: 2 Operators – Proposed Shifts: 6AM – 1PM; 11AM – 6PM

**VENDOR** \_\_\_\_\_

**DATE** \_\_\_\_\_

**\*\*\*End of Exhibit\*\*\***

**RFP CHECKLIST**  
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline only to assist Proposers in the preparation of their RFP response. Included are some important matters that the proposer should check. This checklist is just a guideline and is not intended to include all matters required by the RFP. Proposers are responsible to read and comply with the RFP in its entirety.

Check off each the following:

1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal.
5. The “Bid Opportunity List” and the “DBE Participation Statement” form has been read, completed, and enclosed in the RFP response, if applicable.
6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
7. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
8. A letter from a surety company to document your ability to obtain the required Performance Bond, as per Section 12 of the Special Condition, is included in the Technical Proposal (if applicable).
9. The [http://m.florida.com/apps/vbs/vbs\\_main\\_menu](http://m.florida.com/apps/vbs/vbs_main_menu) website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
10. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
11. Electronic Submission of Proposal guidelines laid out in Special Condition 27 are strictly followed.