

**State of Florida  
Department of Transportation**



REQUEST FOR PROPOSAL  
**Pavement Performance Monitoring Program**

**DOT-RFP-26-9067-JM**

**CONTACT FOR QUESTIONS:**

Jocelyn Moore, Procurement Agent

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605 Suwannee Street, MS 20

Tallahassee, FL 32399-0450

State of Florida  
Department of Transportation  
Central Procurement Office  
605 Suwannee Street, MS 20  
Tallahassee, FL 32399-0450

**REQUEST FOR PROPOSAL REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**

**E-MAIL TO Jocelyn Moore at [CO.Purch@dot.state.fl.us](mailto:CO.Purch@dot.state.fl.us)**

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RFP Number: DOT-RFP-26-9067-JM

Title: Pavement Performance Monitoring Program

Proposal Due Date & Time (On or Before): Tuesday, July 14, 2026 @ 9:00 AM EST

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 Jocelyn Moore at [CO.Purch@dot.state.fl.us](mailto:CO.Purch@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 Information Portal at <https://vendor.myfloridamarketplace.com/>, under this bid number, click on “Search Advertisements”, click on the drop-down arrow beside the box under Advertisement Type, select Request for Proposal, click on the drop-down arrow beside the box for Organization, select FLORIDA DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.**

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

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

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

Telephone: (    ) \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

For further information on this process, e-mail:

Jocelyn Moore, Procurement Agent  
[CO.Purch@dot.state.fl.us](mailto:CO.Purch@dot.state.fl.us)

# EXHIBIT “A” SCOPE OF SERVICES

## PAVEMENT PERFORMANCE MONITORING

### 1.0 OBJECTIVE

The Florida Department of Transportation (FDOT) has a Statewide Pavement Performance Monitoring (PPM) Program. The purpose of this program is to monitor and evaluate the condition and performance of Department roadways. This information is used to support informed highway planning, and policy decision making relating to a more effective use of state funds while ensuring the safety of the traveling public. The objective of this contract is for a Consultant to provide services in support of the PPM. The Consultant will provide the services on-site (in-house) at the State Materials Office (SMO) located in Gainesville, Florida, where the Consultant is expected to have appropriate staff report for work on a daily basis. The Consultant should also be prepared to provide services from its own offices or other locations to supplement the work of the Pavement Evaluation Section in-house staff or equipment, as needed or directed.

The activities performed by the Consultant include:

1. Statewide Non-Destructive Testing of Pavement Sections
2. Statewide Pavement Acceptance and Project Performance
3. Laser Pavement Crack Measurement System (LCMS) Data Analysis Support
4. Statewide Pavement Marking Technical Support
5. Data Collection, Analysis and Reporting
6. Training and Technology Transfer
7. Other related pavement performance testing and evaluation

The services under this contract are intended to provide technical support, data collection, equipment operation, data processing, and analysis based strictly on FDOT defined methodologies. The work performed under this contract does not include engineering design, engineering judgment, or services that fall within the practice of professional engineering as defined in Chapter 471, F.S. Any reference within this Scope of Services to “signed and sealed” deliverables refers exclusively to administrative certification or quality control sealing in accordance with FDOT internal procedures and does not require preparation, supervision, or approval by a Florida licensed Professional Engineer. The Consultant shall not provide professional engineering services or render engineering opinions under this contract. Any determination requiring engineering judgment shall remain the responsibility of the Department.

### 2.0 REFERENCE DOCUMENTS

- 2.1 Florida Test Method for Measuring Pavement Longitudinal Profiles Using a High-Speed Inertial Profiler, FM 5-549
- 2.2 Florida Test Method for Pavement Deflection Measurements with a Falling Weight Type Impulse Load Device, FM 5-606
- 2.3 Florida Department of Transportation Data Quality Management Plan

## EXHIBIT “A” SCOPE OF SERVICES

### 3.0 SERVICES

The Consultant will be required to perform services related to pavement performance program and provide technical assistance to the Pavement Materials Section staff in performing all of the tasks identified in this Scope of Services. The Consultant will provide on-site equipment rental capabilities and full-time on-site staff to perform the subject services at the State Materials Office located in Gainesville, Florida. It is understood that the work will be performed under the general supervision and guidance of the Department. In addition, the Consultant’s services will be performed over a period of sixty (60) months in accordance with all applicable guidelines and procedures indicated in each subsection.

The pavement performance activities to be performed by the Consultant include:

#### 3.1 Statewide Non-Destructive Testing of Pavement Sections

The Consultant will be required to provide services to evaluate the characteristics and structural adequacy of in-service pavements and provide pre-design information to the FDOT District Design Offices. For this purpose, the Consultant will conduct statewide non-destructive testing using the Falling Weight Deflectometer (FWD). The Consultant will provide the necessary in-house staff and resources to conduct the field-testing including planning and coordination as well as subsequent data analysis and reporting. The deflection testing equipment shall be calibrated in accordance with manufacturer’s procedures and compared to the Department’s equipment for compatibility and repeatability. All data collection and processing shall be done in accordance with the Department’s standard practice and as approved by the Department Project Manager. The Consultant will schedule projects for testing according to priority date, while optimizing resources and minimizing mobilization costs. The Consultant shall be responsible for coordinating the Maintenance of Traffic (MOT) through the appropriate District representatives giving them at least two (2) weeks notice to arrange for MOT. The Department will initially provide a list of contacts for the Districts, and the Consultant will be required to keep it up to date. Except for special cases, all project testing must be completed within two (2) weeks before the due date. All data processing, storage, analysis, and reporting must be completed within three (3) business days of completing the testing. Signed and sealed project reports will be submitted to the Department Pavement Performance Engineer for review at least one week before the due date. The testing will be conducted in accordance with FDOT guidelines and procedures.

Requires one (1) full time on-site Activity Coordinator and one (1) full-time on-site Field Technician. The Department provides Falling Weight Deflectometer (FWD) equipment, and the Consultant will conduct the annual testing and reporting as directed. The Department tests approximately 1,500 miles annually.

## EXHIBIT “A” SCOPE OF SERVICES

### 3.2 Statewide Pavement Acceptance and Project Performance

The Consultant will be required to provide services to support Pavement Acceptance for project level smoothness and Project Performance surveys. This involves initial and long-term evaluation of projects that incorporate new and/or improved materials, designs, and construction practices, which may result in longer lasting pavements and cost-effective designs. Testing may be required on experimental projects and during the initial stages of new project construction, and at different time intervals thereafter for long-term performance monitoring. The services may involve activities that include deflection testing, ride evaluation, and distress surveys, as well as any other testing deemed necessary for pavement performance assessment purposes including forensic investigations. The Consultant will provide the necessary resources to perform the testing and data collection activities, and to operate the test equipment and vehicles which will be provided by the Consultant. The Consultant will also be responsible for the coordination of the Maintenance of Traffic (MOT) through the appropriate District representatives giving them at least two (2) weeks notice to arrange for MOT. In-house services may include but are not limited to data reduction, evaluation and processing, computer programming for data mining tools, database uploading and query, and Internet file transferring. The testing will be conducted in accordance with FDOT guidelines and procedures.

Requires one (1) full time on-site Activity Coordinator and one (1) full-time on-site Field Technician. The Department will provide a high-speed inertial profiler and the Consultant will conduct the annual testing and reporting as directed. The Department evaluates approximately 2,500 miles for smoothness and 2,000 miles for pavement performance monitoring annually.

### 3.3 Laser Pavement Crack Measurement System (LCMS) Data Analysis Support

The Consultant will be required to be proficient in the analysis and reporting of 3D measurement of pavement distresses as well as in Structured Query Language (SQL) database, modeling of pavement data, and performance forecasting. Reports must meet Data Quality Management Plan (DQMP), Department, and Federal reporting requirements.

Requires one (1) full time on-site Activity Coordinator. Data sources would include LCMS roadway data for the Pavement Condition Survey (PCS) and Highway Performance Monitoring System (HPMS) representing approximately 21,000 lane miles.

### 3.4 Statewide Pavement Marking Technical Support

The Consultant will be required to provide pavement marking technical support services with a background in lane delineation materials, such as pavement markings and pavement markers. The Consultant will assist as the state’s technical

## EXHIBIT “A” SCOPE OF SERVICES

representative on all topics related to the materials’ performance. Activities may include but are not limited to management and analysis of the state’s AASHTO Product Evaluation and Audit Solutions (formerly NTPEP) test deck data, responding to District questions and/or determining if further investigations are needed, traveling to roadway job sites to conduct forensic investigations, producing pavement marking performance models from Pavement Marking Management System (PMMS) or research data, operation of relevant handheld testing devices, reviewing lab test results, and participation in research on material performance or evaluation of data collection processes.

Requires one (1) full time on-site Activity Coordinator. Consultant must have a technical background on pavement markings to support AASHTO Product Evaluation and Audit Solutions data management, District customers, and forensic investigations.

### 3.5 Data Collection, Analysis and Reporting

The Consultant staff may be required to collect pavement related data and relevant information, review, evaluate and analyze data obtained by the Consultant, other Consultants, the Department, and other offices using statistical methods and data processing software as needed. These activities may include but are not limited to pavement data analysis, data analytics, and reporting, improved testing techniques evaluation, and specification reviews for which the Consultant will prepare specific recommendations as to the quality of the data, model validity, and the reasonableness of conclusions derived from the process. The Consultant may also assist in the query of historical data in preparation of annual and ad-hoc reports related to the state highway system performance. The Consultant will also be required, as needed and/or directed, to develop software or improve existing applications for collection of data, automated analysis of large amounts of data, visualization of data, and reporting of data. In-house services will also include, but are not limited to data quality control, data processing, and data management.

### 3.6 Training and Technology Transfer

The Consultant may be required to provide formal and informal training as part of technology transfer to Department staff in the areas of performance evaluation and condition assessment of pavement systems as well as operation of certain test equipment and data acquisition systems, certain desktop and mainframe data processing methods, software and applications as directed by the Department.

### 3.7 Other related pavement performance testing and evaluation

The Department at its discretion may request the Consultant to provide additional pavement performance testing and evaluation services which are within the level of expertise of the Consultant, but not specifically defined in the Scope of Service. Additional work tasks will be defined by the Department Project Manager on an

## EXHIBIT “A” SCOPE OF SERVICES

as-needed basis.

### 4.0 CONTRACT ADMINISTRATION MEETINGS

The Consultant will be responsible for attending contract meetings on an as-needed basis, as determined by the Department Project Manager. Consultant must be available with no more than one (1) weekday notice to attend meetings at the request of the Department. The Consultant must be prepared to answer questions relating to any services provided under this contract.

### 5.0 DEPARTMENT RESPONSIBILITIES

5.1 The Department Project Manager will provide definition of work tasks and schedules of completion. The Department will approve all Consultant staff for each task and negotiate the man-hours only, as rates to be utilized will be in the original method of compensation or added thru contract amendment.

5.2 The Department must furnish, without charge, the following to the Consultant for performance of the contract services:

5.2.1 Department policies, procedures, standards, and other information relevant to assigned services;

5.2.2 All specifications, schedules, reports, and other information prepared by or for the Department by others, which are readily available to the Department and which the Department considers pertinent to the Department's assigned responsibilities;

5.2.3 Readily available pavement related data necessary for the Consultant to perform issued tasks;

5.2.4 For in-house Consultant staff, the necessary office space, equipment, and supplies to complete assigned work as determined by the Department Project Manager.

### 6.0 CONSULTANT RESPONSIBILITIES

6.1 The Consultant will be required to perform all of the services identified in this Scope of Services.

6.2 The Consultant must provide highly motivated staff capable of working with minimal oversight in a professional office environment at the Pavement Materials Section or any other location designated by the Department. In addition, the Consultant shall be prepared to supplement the Pavement Section in-house staff or equipment by providing services from their own offices or other locations, as needed or directed by the Department.

## EXHIBIT “A” SCOPE OF SERVICES

- 6.3 The Department will set the schedule of in-house Consultant staff working at the Pavement Materials Section on a full-time basis (40 hours weekly). All overtime must be authorized in advance in writing by the Department. On-site Activity Coordinator(s) and Technician(s) may require travel and the associated costs for travel (hotel, food, per diem, etc.) will be accounted for in the position hourly rate.
- 6.4 At no time during the contract period may the Consultant use their full time on-site staff on non-Department projects.
- 6.5 The Consultant Activity Coordinator(s) will be responsible for and oversee aspects of the Consultant services agreement that is specific to their job function, data quality, and invoices to ensure accuracy and no errors. The Consultant Activity Coordinator(s) must be able to lead and manage activities. The Consultant Activity Coordinator(s) must have sufficient data processing and management experience.
- 6.6 The Consultant Technician(s) will be responsible for collecting, processing, and uploading data in a format specified by the Department. The Consultant Technician(s) will be responsible for reviewing collected data and the performance against historical data in the field. As assigned by the Department, the Consultant Technician(s) will be responsible for managing field testing schedules while maintaining the 40 hrs. weekly schedule during a standard work week. The Consultant Technician(s) will be responsible for all personal documentation of timesheets, travel, etc. The Consultant Technicians must have a minimum of 1 year of experience in terms of operating mobile-based testing equipment or have certification by the Consultant as an experienced technician with all operation and trouble shooting skills needed to perform pavement performance testing in the field.
- 6.7 The Consultant is responsible for providing adequate training including Department approved Maintenance of Traffic, driver safety, and development of its own staff to meet Department needs prior to contract and maintain certifications for the length of the contract.
- 6.8 The Consultant must provide sufficient staff who possess acceptable levels of customer service, initiative, active engagement, and the ability to complete all assigned work on schedule. If, at any time, the Department's Project Manager determines that the abilities of a particular staff assigned to a Department Task is inadequate, the Consultant Project Manager is expected to remedy, within 10 working days or as specified by the Department Project Manager, the situation to ensure quality and timely performance of the assigned work as approved by the Department Project Manager.
- 6.9 The Consultant must perform all tasks in accordance with all FDOT Guidelines and Standards, applicable Florida statutes and any other State and/or Federal laws and policies.
- 6.10 The Department will not be responsible for providing proprietary software

## EXHIBIT "A" SCOPE OF SERVICES

packages to the Consultant. The Department will provide readily available computer software to be used on Department computer equipment that is necessary to complete in-house tasks.

- 6.11 The Consultant will be responsible for providing electronic copies of all work products (reports, spreadsheets, datasets, drawings, graphics, etc.) to the Department in a format compatible with the Department's computer systems. The Consultant will be able to provide work products in Portable Document Format (PDF) and/or any other format specified by the Department as needed. Computations based on computer programs other than the Departments must conform to all Department accuracy and format requirements.
- 6.12 At the discretion of the Department, the on-site Consultant staff may be allowed to operate Department owned vehicles for the Department's needs. Operation of the Department's vehicles must be approved by the project manager. The Consultant must be responsible for ensuring all its on-site employees have a valid driver's license and insured for operation of Department and/or Consultant owned vehicles during the specified contract period.
- 6.13 The Consultant will be responsible to ensure all on-site equipment is functional, reliable, and calibrated in accordance with the Department's guidelines and procedures for the term of the contract. If the on-site equipment does not meet the above criteria, remedial action including providing replacement equipment must be taken within 72 hours or as deemed necessary by Project Manager.
- 6.14 All plans, specifications, computer files, reports and products prepared or obtained under this contract as well as all data collected, together with summaries and charts derived there from, must be exclusively the property of the Department without restriction or limitation on their use and must 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. The Consultant must not copyright any material and products or patent any invention developed under this agreement.
- 6.15 The Consultant will be responsible to ensure that field technicians have cell phone and data transfer capability (mobile hot-spot) during field data collection activities.
- 6.16 Equipment Options  

The Consultant will be responsible for providing an optional rental of test equipment for use on this service contract. The Department shall reimburse Consultant on a monthly basis for the equipment rental through the end of services date. The minimum equipment requirements are included in Section 6.17 (a and b).
- 6.17 Equipment Requirements (Optional)

Both the Inertial Profiler System (IPS) and Falling Weight Deflectometer (FWD)

## EXHIBIT “A” SCOPE OF SERVICES

System will be provided by the Department for all required testing operations. Should the Department supplied systems become unavailable due to equipment downtime, maintenance, or other operational issues, the Consultant shall furnish an equivalent IPS or FWD system in an optional rental agreement to maintain uninterrupted testing and data collection activities for a minimum of one month. The IPS and FWD system provided by the Consultant shall include the following:

### A. Inertial Profiler System (IPS)

The inertial profiler system will consist of a test vehicle and profile measuring equipment while complying with Florida and AASHTO test methods. System must meet or exceed the specifications set forth by AASHTO R56, Certification of Inertial Profiling Systems including accuracy and repeatability requirements at the FDOT Profiler Certification track and Florida Method FM 5-549, Measuring Pavement Longitudinal Profiles Using a High-Speed Inertial Profiler. The inertial profiler must be capable of collecting accurate and repeatable data within the specialized vehicle operating range of 15 to 70 mph. The equipment must be ruggedized for the highway testing environment.

The IPS must meet the following minimum requirements. The Consultant will be responsible for any specialized vehicle modification and equipment add-ons to the specialized vehicle as listed below:

1. IPS data output and software must be compatible with existing Department resources for computing and reporting profiler related information.
2. Two (2) 3 kHz or greater non-contact laser-based line height sensors placed within the wheel paths on the front bumper capable of less than one-inch sampling interval. The sensor modules shall communicate with and receive power from the Data Acquisition System (DAS).
3. The Forward Imaging System (FIS) must be able to collect high resolution digital images of the front perspective view of the highway and referencing the images to corresponding data and milepost.
4. Test vehicle must include a safety light bar (or equivalent) and reflective striping for safety.

### B. Falling Weight Deflectometer (FWD)

The FWD system will consist of a test vehicle and deflection measuring equipment while complying with Florida, ASTM, and AASHTO test methods. System must meet or exceed the specifications set forth by ASTM D4694 “Standard Test Method for Deflections with a Falling Weight Type Impulse Load Device” and Florida Method FM 5-606, Pavement Deflection Measurements with a Falling Weight Type Impulse Load Device.

## EXHIBIT "A" SCOPE OF SERVICES

### a) FWD System

The FWD System will be provided by the Department for all required testing operations. Should the Department supplied FWD become unavailable due to equipment downtime, maintenance, or other operational issues, the Consultant shall furnish an equivalent FWD system in an optional rental agreement to maintain uninterrupted testing and data collection activities. The FWD system provided by the Consultant shall include the following:

1. Global Positioning System (GPS) shall be mounted on the FWD. The GPS must be within an instantaneous horizontal positioning accuracy of  $\pm 10.0$  feet or better and tied to the FWD data drops.
2. At a minimum, test system must be equipped with roof mounted lighting bar (or equivalent) and reflective striping for safety.

## 7.0 GENERAL

### 7.1 Legal Proceedings

The Consultant will serve as an expert witness in any legal proceeding relating to the work performed under the scope of this contract, if required by the Department.

### 7.2 Consultant Personnel

The personnel to be assigned to the work items will be identified by the Consultant and approved by the Department. Any changes in personnel in charge of performing the work as identified in the proposal will be subject to review and approval by the Department. The Consultant must provide and maintain an up-to-date list of staff with agreed-to classifications and approved salaries (subject to the contract Exhibit "B") that would be available to be assigned to specific task. No consultant staff, except those specifically identified and agreed to by the Department Project Manager must charge time to that particular task.

Any full-time positions for in-house staff must be provided at the negotiated field rate for consultant staff. All tasks exclusively performed utilizing Department office space must be compensated at reduced overhead compensation, or field office overhead rates.

### 7.3 Subconsultants

Services assigned to subconsultants must be approved in advance by the Department in accordance with this Agreement. The subconsultants must be approved by the Department's Procurement Office, Project Manager and the Director of the State Materials Office to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific Task Work Order assignments. The need for the subconsultant to

## EXHIBIT "A" SCOPE OF SERVICES

be hired, the work assignments to be performed, and all rates of compensation must be requested in writing and agreed to by the Consultant Project Manager and the Department's Procurement Office, Project Manager and the Director, State Materials Office prior to any work being performed by the subconsultant.

### 7.4 Projects-Related Correspondence

The Consultant will furnish copies of all written correspondence between the Consultant and any party pertaining to the services rendered for the Department's records within one week of the receipt or mailing of said correspondence. The Consultant is responsible for recording and distributing the minutes of all meetings pertaining to this contract.

### 7.5 Cooperation and Performance of the Consultant

During the life of this contract, the Department will, at its discretion, conduct reviews of the various phases of the Consultant's tasks. Reviews will be conducted in accordance with established Department policy on work phases to determine compliance with this contract and the sufficiency with which procedures are being effectively applied to assure that the activities are performed in reasonable conformity with Department policies, plans, specifications, and contract provisions. The Consultant will cooperate and assist the Department's representatives in conducting the reviews.

When deficiencies are indicated in a review, the Consultant in conformance with the Department's recommendations will immediately implement remedial action. The Department's remedial recommendations and the Consultant's actions are to be properly documented. In general, remedial action will be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the Consultant.

### 7.6 Consultant Not Employee or Agent

The Consultant and its employees, agents, representatives, or subconsultants/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, Consultant and its employees, agents, representatives, or subconsultants/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 must not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department must not be bound by any unauthorized acts or conduct of Consultant.

## EXHIBIT “A” SCOPE OF SERVICES

### 7.7 Ownership of Works and Inventions

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

### 7.8 Project Plan

The Department requires that the Consultant create and submit a Project Plan that demonstrates how the creation and maintenance of the application will be carried out. The Project Plan template may be found at [http://www.dot.state.fl.us/ois/PDM/2\\_Planning/Project%20Plan\\_Template.docx](http://www.dot.state.fl.us/ois/PDM/2_Planning/Project%20Plan_Template.docx), and is the template which the Department requires the Consultant to follow. The Project Plan must be submitted to the Department within 14 days of execution of any task work order containing Information Technology resources. Upon receipt of the Project Plan, the Department will have fourteen (14) days to review and approve the Project Plan in its sole discretion. No work other may begin prior to the submission and approval of the Project Plan. After the Project Plan is approved, the Consultant must keep the Project Plan updated as necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

### 7.9 Security Plan

The Department requires that the Consultant create and submit a Security Plan. The Security Plan template may be found at [http://www.dot.state.fl.us/ois/PDM/4\\_Design/PDM%20Security%20Plan%20Template%20v%205.0.docx](http://www.dot.state.fl.us/ois/PDM/4_Design/PDM%20Security%20Plan%20Template%20v%205.0.docx), and is the template which the Department requires the

## EXHIBIT “A” SCOPE OF SERVICES

Consultant to follow. The Security Plan must be submitted to the Department as specified in the Scope of Work for any task work order containing Information Technology resources. Upon receipt of the Security Plan, the Department will have fourteen (14) days to review and approve the Security Plan in its sole discretion. After the Security Plan is approved, the Consultant must keep the Security Plan updated as necessary or upon notification by the Department of a deficiency in the Security Plan. Any change to the Security Plan must be approved by the Department.

### 8.0 REQUIRED SUBMITTALS

- 8.1 Detailed Management Plan for ensuring and certifying to the FDOT that the firm selected will.
  - 8.1.1 Provide the necessary equipment and on-site staff to conduct the services described within the Scope of Services.
  - 8.1.2 Follow the FDOT’s standards for ethical conduct.
- 8.2 Quality Control Technical Plan for ensuring equipment maintenance, quality control documents, testing accuracy of equipment, data collection and reporting data in a timely manner. Please make sure you give step by step details of how you would manage the testing schedules.
- 8.3 Work Plan for ensuring all State Roadways are tested.
- 8.4 The Department reserves the right to cancel this contract for any reason within 30 days written notice.

**EXHIBIT “B”**  
**METHOD OF COMPENSATION**

Page 1 of 2

1.0 PURPOSE:

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

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit “A”, the Vendor shall be paid up to a Maximum Amount of \$TBD.

The Maximum Amount shall be made up of:

\$TBD from Fiscal Year 2026/2027

\$TBD from Fiscal Year 2027/2028

\$TBD from Fiscal Year 2028/2029

\$TBD from Fiscal Year 2029/2030

\$TBD from Fiscal Year 2030/2031

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

The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida’s performance and obligation to pay under this contract is contingent upon annual appropriations by the Legislature.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices in a format acceptable to the Department. Payment shall be made at the unit billing rates in Exhibit “C”, for services provided, as approved by the Department. The contract unit 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 Vendor shall submit monthly invoices in a format acceptable to the Department. Payment shall be made to the Vendor for services provided plus actual allowable costs. The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts).

All travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes. The Vendor will invoice the Department monthly for reimbursement of all expenses.

The invoices shall include documentation of actual man-hours provided. Payment for unit rates shall be approved by the Department.

**EXHIBIT “B”**  
**METHOD OF COMPENSATION**

Page 2 of 2

Invoices shall be submitted to: FDOT Business Office  
State Materials Research Park  
Attn: Charles Holzschuher  
5007 NE 39<sup>th</sup> Avenue  
Gainesville, FL 32609

Invoices and supporting documentation may also be submitted electronically to:  
[sm-purchasing@dot.state.fl.us](mailto:sm-purchasing@dot.state.fl.us).

4.0 DETAILS OF COSTS AND FEES:

Details of the Contractor’s billing rates for the performance of the services are contained in Exhibit “C”, attached hereto and made a part hereof.

5.0 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 FORM**

RFP Number: DOT-RFP-26-9067-JM

RFP Title: Pavement Performance Monitoring Program

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

DESCRIPTION	QTY		PRICE/MONTH/VEHICLE		ESTIMATED MONTHS		
Optional Inertial Profiler System (IPS) (Testing Vehicle)	1	X	\$	X	12	=	\$ /YR (a)
Optional Falling Weight Deflectometer (FWD) (Testing Vehicle)	1	X	\$	X	12	=	\$ /YR (b)

Inertial Profiler System and Falling Weight Deflectometer testing vehicles price per month includes the testing vehicles itself (to be located in Gainesville, Florida), mobilization, unlimited mileage, vehicle/equipment maintenance and calibration, fuel, insurance, and all other related expenses. The vehicle monthly pricing shall NOT include any technician related expenses (e.g., salary, hours, travel, fringe, etc.). In addition, each IPS or FWD testing vehicles price shall NOT exceed a ceiling of \$18,000 per unit per month.

SKILL CLASSIFICATION	QTY		HOURLY RATE*		ESTIMATED HOURS		
On-Site Activity Coordinator(s)	4	X	\$	X	2080	=	\$ /YR (c)
On-Site Technician(s)	3	X	\$	X	2080	=	\$ /YR (d)

Based on the Management, Work and Technical Plan submitted, please list all staff positions that will be used to perform the duties necessary to fulfill the contractual requirements. List the hourly rate for each position but not to exceed \$115.00 (Loaded Rate) for each On-Site Activity Coordinator and \$68.00 (Loaded Rate) for each On-Site Technician. Quotes submitted over the maximum bill rate will be disqualified. All staffing positions will require travel and the associated costs for travel (hotel, food, per diem, etc.) will be accounted for in the position hourly rate.

**GRAND TOTAL PRICE PER YEAR (a+b+c+d) \$ \_\_\_\_\_**

The above calculations will be used for the award decision only. The Method of Compensation in the contract will be issued with the Inertial Profiling System and Falling Weight Deflectometer testing vehicles billed at a monthly rate per vehicle and the Skill Classifications billed at an hourly rate. The Skill Classifications work schedule will be a 40-hour weekly schedule. The On-Site Technician(s) will be paid time and a half for any hours in excess of 40-hours weekly. The On-Site Activity Coordinator(s) are not eligible for overtime.

The Consultant will visit each roadway as specified in the Scope of Services, Appendix A, and as determined by the Department's Project Manager. The equipment must remain at the State Materials Office located in Gainesville, Florida, during the rental period for sole Department use.

The Department intends to award a 5-year contract. The Department reserves the right to cancel this contract for any reason within 30 days written notice.

**EXHIBIT "C"**  
**PRICE PROPOSAL FORM**

**RENEWAL:** see Special Condition 32).

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

**MFMP Transaction Fee:** All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14.

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**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 or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) \$100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii) \$1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the authorized representative of the company or other entity identified above in the section entitled "Respondent Vendor Name", I hereby certify that the company or other entity is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies or Other Entities that Boycott Israel List. I further certify that the company or other entity is not engaged in a boycott of Israel and is not engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, costs, and/or ineligibility to bid on future contracts.

Certified By: \_\_\_\_\_

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: \_\_\_\_\_

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

**E-VERIFY**

Contract No: \_\_\_\_\_

Financial Project No(s): \_\_\_\_\_

Project Description: Pavement Performance Monitoring Program (DOT-RFP-26-9067-JM)

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with Section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: \_\_\_\_\_

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

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 Pavement Performance Monitoring. It is anticipated that the term of the contract will begin on December 15, 2026 and be effective through December 14, 2031.

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 Information Portal at <https://vendor.myfloridamarketplace.com/>(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><u>ACTION / LOCATION</u></b>	<b><u>DATE</u></b>	<b><u>LOCAL TIME</u></b>
<b>PRE-PROPOSAL CONFERENCE - . . . . .</b> Florida Department of Transportation State Materials Office 5007 NE 39th Avenue Gainesville, FL 32609	<b>06-17-2026</b>	<b>10:00 AM EST</b>
<b>DEADLINE FOR TECHNICAL QUESTIONS - . . . . .</b> (There is no deadline for administrative questions)	<b>06-24-2026</b>	<b>05:00 PM EST</b>
<b>PROPOSALS DUE, ON OR BEFORE - . . . . .</b> (Technical and Price Proposal) Florida Department of Transportation Central Procurement Office Jocelyn Moore, Procurement Agent Phone: (850) 414.4482 <a href="mailto:CO.Purch@dot.state.fl.us">CO.Purch@dot.state.fl.us</a>	<b>07-14-2026</b>	<b>09:00 AM EST</b>
<b>PUBLIC OPENING (Technical Proposal) - . . . . .</b> Florida Department of Transportation Central Procurement Office Jocelyn Moore, Procurement Agent Phone: (850) 414.4482 <a href="mailto:CO.Purch@dot.state.fl.us">CO.Purch@dot.state.fl.us</a>	<b>07-14-2026</b>	<b>10:00 AM EST</b>
<b>PUBLIC OPENING / MEETING (Price Proposal) - . . . . .</b> Florida Department of Transportation Central Procurement Office Jocelyn Moore, Procurement Agent Phone: (850) 414.4482 <a href="mailto:CO.Purch@dot.state.fl.us">CO.Purch@dot.state.fl.us</a>	<b>07-28-2026</b>	<b>10:00 AM EST</b>

**POSTING OF INTENDED AWARD - ..... 07-28-2026**

**3) AGENDA FOR PUBLIC MEETINGS**

**Agenda – Public Opening (Technical Proposals)**

Agenda for Public Opening of Technical Proposals for DOT-RFP-26-9067-JM:

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-26-9067-JM:

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 Information Portal (VIP).
- 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 20). 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 #7d. 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(25), 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 Information Portal at <https://vendor.myfloridamarketplace.com/> (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:

Jocelyn Moore at [CO.Purch@dot.state.fl.us](mailto:CO.Purch@dot.state.fl.us)

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the email listed above.

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

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

Notices of changes (Addenda) will be posted on the Florida Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> (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) **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.

## 6) **INTENDED AWARD**

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction, Section 2 Timeline).

In the event the Department receives identical pricing or scoring from multiple vendors that would tie the

awarded vendor; the Department may, at its discretion, award to all responsive tied vendors or reject all.

## **7) PRE-PROPOSAL CONFERENCE**

The Department will convene a meeting to provide an open forum for the Department to review the Scope of Services for this Request for Proposal (RFP) and respond to questions from potential proposers regarding the scope of services, RFP requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, affect the work to be performed. The Pre-Proposal Conference will be held at the date, time and location in the Timeline. Any changes and/or resulting Addenda to the RFP will be the sole prerogative of the Department.

Attendance at this Pre-Proposal Conference is Highly Recommended. Each vendor should fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. No allowances will be made to the awarded vendor because of lack of knowledge about conditions or requirements, and the awarded vendor will not be relieved of any liabilities or obligations.

## **8) QUALIFICATIONS**

### **8.1 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.

### **8.2 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.

### **8.3 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

### **8.4 Licensed to Conduct Business in the State of Florida**

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

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

## 9) 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.

## 10) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Attn: Jocelyn Moore, 605 Suwannee Street, Mail Station 20, Tallahassee, Florida 32399-0450** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$400,000.00 per person and \$600,000.00 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 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.

## 11) PERFORMANCE BOND

A Performance Bond is not required for this project.

## 12) METHOD OF COMPENSATION

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

**13) CONTRACT DOCUMENT****STANDARD WRITTEN AGREEMENT**

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

**14) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS**

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

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

**15) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS**

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

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

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

**16) UNAUTHORIZED ALIENS**

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

**17) SCRUTINIZED COMPANIES LISTS**

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.

Section 287.135, Florida Statutes, prohibits a company or other entity from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of: i) \$100,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and, ii)

\$1,000,000 or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company or other entity is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the Department determines the Vendor submitted a false certification under Section 287.135, 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, Florida Statutes, or maintain the Contract if the conditions of Section 287.135, Florida Statutes are met.

## 18) **RESERVATIONS**

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

## 19) **ADDITIONAL TERMS & CONDITIONS**

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

## 20) **RESPONSIVENESS OF PROPOSALS**

### 20.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

### 20.2 Multiple Proposals

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

### 20.3 Other Conditions

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

## 21) PROPOSAL FORMAT INSTRUCTIONS

### 21.1 General Information

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

PART I VENDOR'S NAME – TECHNICAL PROPOSAL  
(One Separate Document for Technical)

PART II VENDOR'S NAME – PRICE PROPOSAL  
(One Separate Document for Prices)

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

### 21.2 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 "Part I – Vendor's Name – Technical Proposal".

#### 1. UNDERSTANDING OF SCOPE AND DEPARTMENT NEEDS

The Proposer shall describe in nontechnical language the Proposer's concept of problem and understanding of the scope and requirements including awareness of needs/issues as well as the overall capabilities and approaches for accomplishing the services specified herein.

#### 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, capabilities, and sufficiency of resources and staff.

##### 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 including, at a minimum, the following:

- Plan to meet pavement performance activities;
- Description of mechanisms for meeting project data collection;
- Plan to ensure quality, appropriateness, and relevancy of data including proposed auditing, spot-checking and cross-referencing of data to ensure accuracy;
- Plan for responding to missing or inaccurate data;
- Plan to ensure appropriate equipment calibration and maintenance;
- Plan to optimize scheduling, testing routes, operations efficiency, and cost control;
- Plan to ensure quality of service, timeliness/responsiveness, resolving customer satisfaction problems, and cost control;
- Plan to demonstrate the validity of mechanisms and methods proposed;

b. Capabilities

The Proposer should provide a description of the Proposer's capabilities as they currently exist and as they will be employed for the purpose of this work including, at a minimum, the following:

- Project level data collection, processing, analysis, and reporting;
- Project Coordination project of activities;
- Database development, maintenance, and management;
- Expertise in pavement performance activities

c. Sufficiency of Resources

The Proposer should demonstrate the availability and sufficiency of appropriate and relevant resources and staff to accomplish the services provided herein. The Proposer shall provide a Work Plan which sets forth on an average the estimated resources including staff-hours for each skill classification that will be utilized to perform the work required.

### 21.3 Price Proposal (Part II)

The price proposal information is to be submitted in a separate document marked "Part II – Vendor's Name – Price Proposal". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

### 21.4 Presenting the Proposal

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

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

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

## 22) COPYRIGHTED MATERIAL

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

**23) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL**

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

**24) COSTS INCURRED IN RESPONDING**

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

**25) ELECTRONIC SUBMISSION OF PROPOSALS:**

Please follow the below instructions for the submittal of electronic bids, 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-26-9067-JM – Vendor's Name
- b) Email(s) shall contain file(s) marked in accordance with section 21.1 General Information.
- 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
- e) Documents shall not be submitted in a ZIP (.zip) file
- f) Bids shall be submitted to: [CO.Purch@dot.state.fl.us](mailto:CO.Purch@dot.state.fl.us)

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered, will not be considered.

**26) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will not be considered unless resubmitted by the due date and time. Proposers may also send a change in a separate email to be opened at the same time as the proposal.

**27) PROPOSAL OPENING**

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

**28) PROPOSAL EVALUATION****28.1 Evaluation Process:**

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

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

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

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

28.3 Price Proposal

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

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

28.4 Criteria for Evaluation

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

a. Technical Proposal ( 100 Points)

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

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

	<u>Point Value</u>
1. Understanding Of Scope and Department Needs	15
2. Management Plan	35
3. Technical Plan	50

b. Price Proposal ( 10 Points)

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

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

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

**29) POSTING OF INTENDED DECISION/AWARD**

29.1 The Department's decision will be posted on the Florida Vendor Information Portal, at <https://vendor.myfloridamarketplace.com/>, on the date in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

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

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

**29.2 - Inability to Post:**

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

**29.3 - Request to Withdraw Proposal:**

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

**30) AWARD OF THE CONTRACT**

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

A Standard Written Agreement executed by both parties.

**31) RENEWAL**

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

**32) ATTACHED FORMS**

Price Proposal Form  
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)  
 E-Verify Form

**33) TERMS AND CONDITIONS****33.1 General Contract Conditions (PUR 1000)**

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 8(a), Dispute Resolution - PUR 1000  
 Paragraph 5(l), PRIDE – PUR 1000, when federal funds are utilized.

**33.2 General Instructions to Respondents (PUR 1001)**

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

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

The following paragraphs do not apply to this solicitation:

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

**33.3 MFMP Purchase Order Terms and Conditions**

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

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_agency\\_customers/po\\_terms\\_conditions](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/po_terms_conditions).

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

**34) ORDER OF PRECEDENCE**

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

Special Conditions  
 Exhibit A - Scope of Services/Specifications  
 Exhibit B – Method of Compensation  
 Exhibit C - Price Proposal Form  
 Standard Written Agreement  
 Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)  
 Instructions to Respondents (PUR 1001)  
 General Conditions (PUR 1000)  
 Introduction Section

**35) ANTITRUST VIOLATOR VENDOR LIST**

Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

**36) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Pursuant to Section 287.05701, Florida Statutes, an awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interest.

**37) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

The Proposer must submit, with its Proposal, a completed Foreign Country of Concern Attestation (PUR 1355) (Form 6). Form 6 must be completed by an officer or representative of the Bidder on behalf of the Bidder.

**38) AFFIDAVIT REGARDING LABOR AND SERVICES**

Prior to contract execution, extension or renewal, the Department shall notify the Contract awardee of the need to download, complete, and submit the FDOT form, Affidavit Regarding Labor and Services, No. 375-030-31. Please have the form signed and notarized and send a scanned copy to the Department. The nongovernmental entity (Contract awardee) must maintain the original copy in accordance with other provisions of this Agreement or Contract, and in accordance with Florida law.

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-26-9067-JM  
DMS Catalog Class No.: \_\_\_\_\_

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

Reference herein to the Director shall mean the  
Chief Engineer of Production

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 from the date of execution, 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 from the date of execution 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, F.S. or the Department's Comptroller under Section 334.044 (29), F.S.. If the Department determines that the performance of the Other Party is unsatisfactory, the Department shall notify the Other Party of the deficiency to be corrected, and correction shall be made within a time-frame to be specified by the Department. The Other Party shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Other Party will address all issues of contract nonperformance, 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 Other Party 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 Other Party resolves the deficiency. If the deficiency is subsequently resolved, the Other Party may bill the Department for the retained amount during the next billing period. If the Other Party is unable to resolve the deficiency, the funds retained will be forfeited at the end of the Agreement's term. (Section 287.058(1)(h), F.S.)

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the

value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

K For any contract for services with a non-profit organization as defined in s. 215.97(2)(m), Florida Statutes, the Vendor shall provide documentation to indicate the amount of state funds:

- (1) Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Vendor.
- (2) Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Vendor. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Vendor's website, if the Vendor is a non-profit organization and maintains a website. The Vendor shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

#### 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 \$400,000.00 per person and \$600,000.00 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 Agreement. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

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

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

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

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

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
  - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendorlist.
- 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 \$100,000 or greater if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies or

Other Entities 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 Terrorism Sectors List which were created pursuant to s. 215.473, Florida Statutes or that is engaged in business operations in Cuba or Syria. If the Department determines the Vendor submitted a false certification under Section 287.135, Florida Statutes, the Department shall either terminate the Agreement 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, Florida Statutes, or maintain the Agreement if the conditions of Section 287.135, Florida Statutes are met. If the Department finds that the Vendor has been placed on the Scrutinized Companies or other Entities that Boycott Israel List or is engaged in a boycott of Israel, the Department may terminate the Agreement.

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; and
  3. shall adhere to requirements in section 448.095, Florida Statutes.
- K Time is of the essence as to each and every obligation under this Agreement.
- L The following attachments are incorporated and made a part of this agreement:
- 
- 
- M Other Provisions:

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

BY: \_\_\_\_\_  
Authorized Signature

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

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

BY: \_\_\_\_\_  
Authorized Signature

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

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

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FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

\_\_\_\_\_

\_\_\_\_\_

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

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

Check off each the following:

- 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the RFP price proposal.
- 4. The Scope of Services, Exhibit "A", has been thoroughly reviewed for compliance to the RFP requirements.
- 5. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- 6. 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).
- 7. The <https://vendor.myfloridamarketplace.com/> website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- 8. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- 9. Electronic Submission of Proposal guidelines laid out in Special Condition 25 are strictly followed.