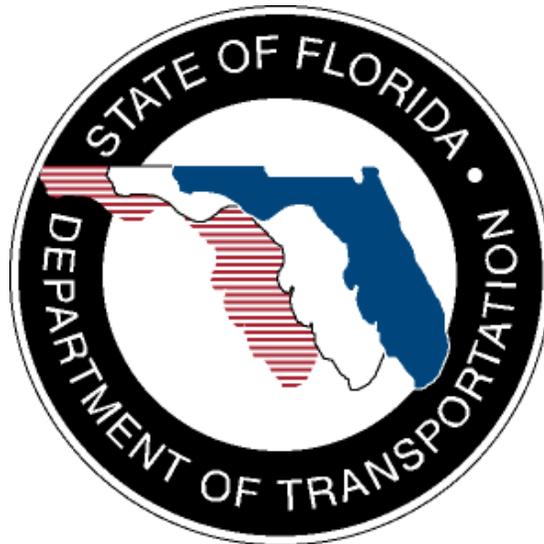


**State of Florida  
Department of Transportation**



**Contract # E5N05**,  
**Financial Project Number (s) 423836-1-72-01**  
**DBE Availability 8.1%**

**REQUEST FOR PROPOSAL (RFP)**  
**ASSET MAINTENANCE CONTRACT**  
**PROPOSAL REQUIREMENTS**

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**ATTACHMENTS:**

**ASSET MAINTENANCE SCOPE OF SERVICE**

Proposal Blank Form # 375-020-56

Asset Maintenance Pay Item, (Lump Sum) Price Sheet

Drug Free Workplace Program Certification, #375-040-18

Addenda, if applicable

**SPECIAL CONDITIONS**

## **1) TECHNICAL PROPOSAL SUBMITTAL**

The State of Florida Department of Transportation hereinafter referred to as the "Department" will accept proposals to:

### **Project Location (s) and Work Description**

Asset Maintenance of the state maintained primary roadways in Osceola County, southern Brevard County and a small portion of Orange County as described in the Scope of Services. Also the inspection, management and performance maintenance of all guardrail, handrail and attenuators for primary roadways in northern Brevard County, Orange County and a small portion of Volusia County as described in the Scope of Services.

The Department intends to award this contract to the responsive and responsible Proposer whose Proposal Package receives the highest score (Technical Proposal Score plus Price Score) upon evaluation by the Department. After the award, said Proposer will be referred to as the "Contractor". For the purpose of this document, the term "Proposer" means the prime Contractor acting on their behalf. The term "Proposal Package" means the complete Proposal Package of the Proposer, including properly completed forms and supporting documentation.

Details of the services, information and items to be furnished by the Contractor are described in the Asset Maintenance Scope of Services with Attachments, attached hereto and made a part hereof.

## **2) CONTRACTOR REGISTRATION**

All contractors that have not re-registered with the State of Florida since March 31, 2003, must go to <http://contractor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

## **3) MYFLORIDAMARKETPLACE TRANSACTION FEE**

This contract is exempt from the MyFloridaMarketPlace Transaction Fee, pursuant to Rule 60A-1.032, Florida Administrative Code.

## **4) SCHEDULE OF EVENTS**

Below is the current schedule of the remaining events that will take place in the selection process. The Department reserves the right to make changes or alterations to the schedule as necessary to serve the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Department, the dates indicated below for submission of items or for other actions on the part of a Proposer will constitute absolute deadlines for those activities and failure to fully comply by the time stated will cause a Proposer to be disqualified.

## Schedule of Events

ACTIVITY	DATE	TIME (Local)	LOCATION
Deadline for submission of written questions prior to the pre-proposal meeting	01/16/2009	5:00 p.m.	DeLand D5 District Office 719 S. Woodland Blvd. DeLand, FL
*Mandatory Pre-Proposal Meeting	01/28/2009	1:15 – 3:15 p.m.	DeLand D5 District Office Osceola Conference Room
**Final Deadline for Technical Proposal Questions (Written)	02/04/2009	5:00 p.m.	DeLand D5 District Office 719 S. Woodland Blvd. DeLand, FL
Department reply to Proposer Technical Questions.	02/11/2009	5:00 p.m.	DeLand D5 District Office
Technical and Price Proposals Due	02/19/2009	2:00 p.m.	DeLand D5 District Office
Public Announcement of Technical Scores, Public Opening of Price Proposals and Public Announcement of Prices	03/06/2009	2:15 p.m.	DeLand D5 District Office 719 S. Woodland Blvd. DeLand, FL Osceola Conference Room
Final Approval Meeting/Posting of Department's Decision to Award	03/09/2009	8:15 a.m./Posting by 5:00 p.m.	DeLand D5 District Office Secretary Conference Room

### \* MANDATORY PRE- PROPOSAL MEETING

The meeting will be for the purpose of providing an open forum for discussion on the Scope of Services, the Proposal Requirements and/or any other matter associated with this Request for Proposals. Proposal Blanks will only be issued to attendees. Attendance at the Pre-proposal meeting is mandatory and any Proposer who fails to attend will be deemed non-responsive and automatically disqualified from further consideration.

LATE ARRIVALS TO MANDATORY PRE-PROPOSAL MEETINGS: Anyone not present and signed in after the start of the mandatory pre-proposal meeting commencement time will be considered late and will not be allowed to bid on the project.

During and after the meeting, it is the responsibility of the Project Manager/Contracting Unit to ensure that each Proposer develops their technical proposal with the same information. If a Proposer receives information from the Department relating to the project prior to the information cutoff date, the Department will ensure that all Proposers receive the same information in a timely fashion. The project file will clearly document all communications by the Contracting Unit or the Project Manager with any Firm regarding the contract details.

Any person requiring special accommodations at any meeting, because of a disability or physical impairment should contact the District Contracts Office at (386) 943 - 5525 not later than five (5) days prior to the meeting. If you are hearing or speech impaired, please contact the Department using the Florida Relay Service at (800) 955 – 8771 TDD.

## **\*\* RFP QUESTIONS & ANSWERS**

For technical questions arising from this proposal, direct all questions to the Department by posting them to the Department's website at the following URL address:

<http://www2.dot.state.fl.us/construction/D5/>

Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening will be responded to by the Department. For questions posted after this time, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website. Take responsibility to review and be familiar with all questions and responses posted to this website up through 2 business days prior to the bid opening and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact Todd Hammerle, PE at [todd.hammerle@dot.state.fl.us](mailto:todd.hammerle@dot.state.fl.us).

When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The bidder's submission of a proposal is prima facie evidence that the bidder has made an examination as described in this Article.

### **5) CONTRACT RENEWAL**

It is anticipated that the term of the contract will begin on (Date) 7/1/2009 and be effective through (Date) 6/30/2016 with one or more renewals.

Renewals shall be at the sole discretion and option of the Department and must be agreed to in writing by both parties. If the renewal option is exercised, the Department will adjust the original lump sum amount for inflation according to the Asset Maintenance Scope of Services.

### **6) ORAL INSTRUCTIONS / CHANGES TO PROPOSAL REQUIREMENTS (ADDENDA)**

No negotiations, decisions, or actions will be initiated or executed by a potential 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 Department of Transportation Contracts Administration Web Site under this contract number at <http://www.dot.state.fl.us/contractsadministrationdistrict5/>. 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 the technical proposal when so stated in the addenda.

### **7) PROPOSER QUALIFICATIONS**

#### **7.1 General**

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their Proposal Package 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.

## **7.2 Qualifications of Key Personnel**

Those individuals who will be directly involved in the project will have demonstrated experience in the areas delineated in the scope of work. Project Management and key personnel within each area of required services will be identified in the Technical Proposal as well as past experience of each, as it relates to this project. Any changes in the indicated personnel will be subject to review and approval by the Department's Project Manager. Where State of Florida registration or certification is required, a copy of the registration or certificate will be included in the Proposal Package.

## **7.3 Authorized To Do Business in the State of Florida**

In accordance with sections 607.1501 and 620.169, Florida Statutes, foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the Proposal Package due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State  
Tallahassee, Florida 32399  
(850) 245-6051  
<http://www.MyFlorida.com>

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

If the services being provided require that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the Proposal Package due date and time. For licensing, contact:

Florida Department of Business and Professional Regulation  
Tallahassee, Florida 32399-0797  
(850) 487-1395  
<http://www.MyFlorida.com>

## **7.5 Review of Facilities and Qualifications**

After the Proposal Package due date and prior to contract award, the Department may review various phases of the on-site operations, such as verification of data submitted by the Proposer 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 the financial capability adequate to meet the contract requirements, the review may also verify the size or nature of the Proposer's facilities and if the number of experienced personnel (including technical staff) are adequate to ensure satisfactory contract performance. The Department has the right to reject the Proposal if not in compliance with submitted proposal.

## **8) DEPARTMENT RESERVATIONS AND RESPONSIVENESS OF PROPOSALS**

### **8.1 General**

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 Proposal Packages submitted. It is understood that the Proposal Package will become a part of the Department's official file, without obligation to the Department.

### **8.2 Responsiveness of Proposals**

Proposals will not be considered if received by the Department after the date and time specified as the due date for submission. If this contract features a maximum bid cap, Proposals will be considered non-responsive if the established maximum allowed bid cap is exceeded.

All Proposals must be typed or printed in ink. 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.

### **8.3 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.

### **8.4 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 contractual obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the Listing of Parties Excluded from Federal Procurement and Non procurement Programs, or the Proposer's or it's affiliate (s) qualification to propose is suspended, revoked, or denied by any public agency or semi-public agency.

### **8.5 Waivers**

The Department may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Department's interest and will not affect the price of the Proposal by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

## **9) CONTRACTUAL OBLIGATIONS**

The Contractor will be required to ensure that each individual, partnership, firm or corporation that is part of the Proposer team, by subcontract, will be subject to, and comply with, the contractual requirements.

## **9.1 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 or knowingly hires subcontractors who employ unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

## **9.2 Discrimination**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 F.S., for Category Two. All restrictions apply for a period of thirty six (36) months from the date of placement on the convicted vendor list.

## **9.3 Liability Insurance**

The Contractor must carry and keep in force during the term of this contract, a general liability insurance policy or policies with a company (ies) authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$1,000,000 each occurrence to be rendered in accordance with this contract. The Contractor will submit certificates of insurance upon contract execution.

The Contractor must have and maintain during the term of this contract, 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 professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$1,000,000.

## **9.4 Method of Compensation (Contingent upon an approved Legislative budget and funds availability.)**

See Section 16.4, Payment Schedule, of this RFP. Also see Payment Schedule, of the Scope of Services.

### **Purpose:**

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

### **Compensation:**

For the satisfactory performance of the services detailed in the Scope of Services, the Contractor shall be paid a Lump Sum Amount.

## **9.5 Payment and Compensation of Funds**

Payments and compensation will be as per the Asset Maintenance Scope of Service.

## **9.6 Performance Bond**

Upon award, the Contractor shall furnish to the Department, and thereafter continue to furnish to the Department during the term of the Contract, a Payment and Performance Bond guaranteeing the Contractor's contract obligations for each twelve month period of the Contract.

No later than the date of Contract execution the Contractor shall provide to the Department a Payment and Performance Bond in a penal sum equal to the first year's annual contract amount under the Contract. Annually thereafter, between thirty (30) and forty-five (45) days prior to the contract anniversary date, the Contractor shall provide to the Department a Payment and Performance Bond in a penal sum equal to the upcoming year's annual contract amount. Regardless of the number of separate bonds or bond continuations provided by the Surety hereunder, the Surety's liability for each bond or bond continuation shall be limited to the contract amount for the twelve (12) month period for which the bond or bond continuation is provided.

Each Payment and Performance Bond shall be provided by a surety company authorized to conduct business in the State of Florida. Each Payment and Performance Bond shall be executed only on the forms provided by the Department. Failure to provide any of the required Payment and Performance Bond's to the Department within the aforementioned time frames shall entitle the Department to annul the award, declare the Contractor in default, terminate the Contract, or decline to renew the Contract, all in the Department's sole discretion.

### **10) COSTS INCURRED IN PROPOSAL SUBMITTAL**

This Request for Proposals 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 Package or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

### **11) CANCELLATION PRIVILEGES**

Pursuant to Chapter 339.135 6(a) During any fiscal year the Department 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. A statement from the Department's Office of Comptroller declaring that funds are available shall be required 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 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 State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Department deems at any time during the term of this agreement that monies lawfully applicable to this agreement shall not be available for the remainder of this term, or that for cause the agreement shall be cancelled, the Department shall notify the Contractor in writing, with instructions as to the effective date of cancellation, whereupon the obligations of the parties herein shall end and this agreement shall be considered cancelled by mutual consent. This Contract may be canceled by the Contractor only by mutual consent of both parties.

### **12) DRUG-FREE WORKPLACE PROGRAMS**

Whenever two or more proposals which are equal with respect to price, quality and service are received for the contract of services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes, shall be given preference in the award process. Attach the Drug-Free Workplace Certification Form in the Price Proposal (if applicable).

### **13) ATTACHMENT TO PROPOSAL PACKAGE SUBMITTAL - CONFIDENTIAL MATERIAL**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Name of Proposer, Attachment to Proposal Package, Technical or Price Proposal (as applicable), Contract # E5N05 - 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.

### **14) 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.

### **15) PROPOSAL PACKAGE MODIFICATION, WITHDRAWAL AND RESUBMITTAL PRIOR TO DUE DATE**

#### **15.1 Modification, Withdrawal and Resubmittal**

Proposers may modify submitted Proposal Packages at any time prior to the Proposal Package due date. Requests for modification of a submitted Proposal Package shall be in writing and shall be signed by an authorized signatory of the Proposer. Upon receipt and acceptance of such a request, the entire Proposal Package will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the applicable proposal. The Contract Number, Proposer's Name & Vendor Number, the phrase "Technical Proposal Modification" or "Price Proposal Modification" as appropriate, as well as the applicable opening date and time should appear on the envelope.

Requests for withdrawal of Proposal Packages after Proposal Package due date and time will be considered if received by the Department, in writing, prior to the Technical Proposal Package opening date and time. Resubmittal in this event will not be allowed.

### **16) PROPOSAL FORMAT INSTRUCTIONS**

**16.1 General Information**

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

PART I TECHNICAL PROPOSAL - CONTRACT NUMBER E-5N05  
(One Separately Sealed Package for Technicals)

PART II PRICE PROPOSAL - CONTRACT NUMBER E-5N05  
(One Separately Sealed Package for Prices)

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

**16.2 Technical Proposal (Part I) (1 original + 6 copies)  
(Do not include price information in Part I)**

The Proposer must submit one (1) original and (6) copies of the technical proposal which are to be divided into the sections and subsections described in 17.2 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 Package. Understand that the submitted Technical Proposal will become a part of the Contract and the Contractor will be expected to adhere to commitments made in the Technical Proposal.

**16.3 Price Proposal (Part II) (1 original)**

The price proposal information is to be submitted as one (1) original in a separate sealed package marked "PRICE PROPOSAL – CONTRACT NUMBER E5N05 ". The Price Proposal information shall be submitted on the forms provided in the Proposal Package when issued.

**16.4 Payment Schedule**

The Contractor shall be paid monthly according to the schedule below. After the contract is awarded, these factors will be used to fill in actual monthly payment amounts into the Payment Schedule Chart in the Asset Maintenance Scope of Services. For all contract years of the original contract term, the monthly dollar amount will be the total Contract amount multiplied by the monthly factor listed below divided by number of years of original contract term. For each renewal year, the monthly dollar amount will be the total Renewal amount multiplied by the monthly factor listed below divided by number of years of renewal term.

<b>Month</b>	<b>Contract</b>	<b>Middle</b>	<b>Final Year</b>	<b>Each Renewal</b>
--------------	-----------------	---------------	-------------------	---------------------

	<b>Year 1</b>	<b>Contract Years</b>	<b>of Original Term</b>	<b>Year</b>
1	0.100	0.084	0.090	0.084
2	0.100	0.084	0.090	0.084
3	0.075	0.084	0.090	0.084
4	0.075	0.084	0.090	0.084
5	0.075	0.083	0.090	0.083
6	0.075	0.083	0.090	0.083
7	0.070	0.083	0.090	0.083
8	0.070	0.083	0.090	0.083
9	0.070	0.083	0.090	0.083
10	0.070	0.083	0.090	0.083
11	0.070	0.083	0.090	0.083
12	0.070	0.083	0.090	0.083

**16.5 Presenting the Proposal Packages**

The Proposal Packages 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 packages should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion. The Technical Proposal shall not use words such as may, might, should, etc. Use only statements of what the Proposer will or will not accomplish.

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.

**16.6 Diversity Achievement**

The Department encourages the recruitment and utilization of certified and non-certified minority businesses. The Department, its contractors, consultants, and suppliers should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment.

**16.7 Affirmative Action**

The State of Florida Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation. Further, the Florida Department of Transportation will

not discriminate against proposers on the basis of race, color, sex, or national origin in consideration for an award. No company will be awarded a contract unless they have an approved DBE Affirmative Action Program Plan. Please review the "DBE Bid Package" and the Maintenance Special Provisions for instructions for submission of a DBE Affirmative Action Plan.

## **16.8 Disadvantaged Business Enterprise (DBE) Utilization**

The Department encourages DBE firms to compete for Department contracts, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The successful contractor shall indicate their intention regarding DBE participation on the Anticipated DBE Participation Statement. Submission of this Statement is required at the Pre-Work Conference and annually, thereafter. The Anticipated DBE Participation Statement form will be supplied to the successful contractor by the District Contracts Office upon award.

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

## **17) EVALUATION OF PROPOSALS**

### **17.1 Evaluation Process:**

A Technical Evaluation Committee, hereinafter referred to as the "Committee", will be established to review and evaluate each Proposal Package submitted in response to this Proposal Solicitation. The Committee will consist of at least three persons, with no more than five persons with background, experience, and/or professional credentials in relative service areas.

The District Contracts Office will distribute to each member of the Committee a copy of each technical proposal. The committee members will independently evaluate the Proposals on the criteria established in the section below entitled "Criteria for Evaluation" in order to assure that Proposals are uniformly rated. The Committee will then assign points, utilizing the technical evaluation criteria identified herein and complete a technical summary. Proposing firms must receive an average technical proposal score of at least (70) percent of the maximum attainable points established for scoring the Technical Proposal to be considered responsive.

The District Contracts Office and/or the Project Manager/Technical Evaluation Committee will review and evaluate the price packages and prepare a summary of its price evaluation. Points will be assigned based on price evaluation criteria identified herein.

During the process of evaluation, the District Contracts Office will conduct examinations of Proposals for responsiveness to requirements of the Proposal Solicitation. Those determined to be non-responsive will be automatically rejected.

### **17.2 Criteria for Evaluation**

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

#### **17.2.1 Technical Proposal (accounts for 70% of score)**

Technical evaluation is the process of reviewing the Proposer's Executive Summary, Administration Plan, Management and Technical Plan, Operation Plan, Plan for Compliance with Standards, qualifications, approach and capabilities, to assure a quality product.

$$\text{Technical Score} = \text{Average Tech Score} \times 70\%$$

The following maximum attainable point values are established for scoring the technical proposal:

ITEM	VALUE
<b>1. Executive Summary</b>	<b>5</b>
<b>2. Administration Plan</b>	<b>25</b>
a. Identification of Key Personnel, Org. Structure, Coord., Comm.	10
b. Contractor Experience	10
c. DBE/Respect/Agency Participation	2
d. Proposed Facilities Capabilities	3
<b>3. Management and Technical Plan</b>	<b>25</b>
a. Plan to Achieve and Maintain MRP	15
b. Permit Processing Plan	NA
c. Bridge Inspection	NA
d. Customer Service Resolution Plan	10
<b>4. Operation Plan</b>	<b>35</b>
a. Incident Response Operations	10
b. Routine/Periodic Maintenance Operations	25
c. Bridge Maintenance Operations	NA
d. Rest Area Maintenance Operations	NA
<b>5. Plan for Compliance with Standards</b>	<b>10</b>
a. Compliance with current Department Procedures, FL Statutes and FL Administrative Code	5
b. Compliance with current Department Manuals, Guides and Handbooks	5
<b>Max Technical Raw Score =</b>	<b>100</b>

**1. EXECUTIVE SUMMARY (5 points)**

The Proposer shall provide an Executive Summary to be written in non technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer shall limit this section to no more than two (2) pages.

**2. ADMINISTRATION PLAN (25 points)**

The Proposer shall provide an administration plan which identifies key personnel and describes the functions and responsibilities of each key person relative to the task to be

performed. In addition, the administration plan shall describe the contractor's experience, and may include any plans for DBE participation. The Proposer must include a description of the organizational structure, administrative methodology used to provide services reliability, and means of coordination and communication. The Proposer must provide a description and location of the Proposer's facilities as they currently exist, proposed facilities, and the manner in which these facilities will be employed for the purpose of this work. The Proposer shall limit the Executive Summary to no more than five (5) pages.

### **3. MANAGEMENT and TECHNICAL PLAN (25 points)**

The Proposer shall provide a management and technical plan which explains the management and technical approach and plans to achieve and maintain the required Maintenance Rating (MRP) and customer service resolution plan. The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Asset Maintenance Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. The Proposer shall limit this section to no more than five (5) pages.

### **4. OPERATIONS PLAN (35 points)**

The Proposer must provide an operations plan which explains the approach and methods to be used in managing and conducting incident response and routine & periodic maintenance. The Proposer shall limit this section to no more than five (5) pages.

### **5. PLAN FOR COMPLIANCE WITH STANDARDS (10 points)**

The Proposer must provide a plan for ensuring compliance with current Department Standards, Specifications and Procedures, Department and Federal Manuals, Guides and Handbooks, Florida Statutes and Florida Administrative Code Rules and other requirements as referenced in the Scope of Services. The Proposer must describe the approach and methods (i.e. Quality Control Plan) to be used to monitor, report and ensure compliance with all components of the Scope of Services. The Proposer shall limit this section to no more than two (2) pages.

#### **17.2.2 Price Proposal (accounts for 30% of score)**

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:

$$\text{Price Score} = 100 \times (\text{Lowest Bid} / \text{Proposer's Price}) \times 30 (\text{established Price Proposal}) \%$$

#### **17.2.3 Total Proposal Score**

Assuming all other criteria are met, the Contract will be awarded to the Proposer with the highest Total Proposal Score.

**Total Proposal Score = Technical Score + Price Score**

**18) AWARD OF THE CONTRACT/NOTICE TO PROCEED**

The Contractor will be authorized to begin when they receive the following documents indicating the encumbrance of funds and award of the contract:

a) An executed contract

And

b) A written Notice to Proceed, issued by the Project Manager.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
ASSET MAINTENANCE BID PROPOSAL REQUIREMENTS**

**CONTRACT NO.:** \_\_\_\_\_ **FPID:** \_\_\_\_\_

**PROJECT LOCATION/DESCRIPTION:** \_\_\_\_\_

<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price</b>
Asset Maintenance	LS	1	
Traffic Operations WorkOrder* (No bid item)	LS	1	\$0
Partnering * (No bid item)	LS	1	\$1000
Dispute Review Board (DRB) * (No bid item)	Each Day	-	\$3300

**TOTAL LUMP SUM PRICE WRITTEN OUT:**

\$ \_\_\_\_\_

**ASSET MAINTENANCE CONTRACTOR**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ASSET MAINTENANCE CONTRACTOR**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

\*The Department has established a traffic operations work order fund, Partnering and DRB items in the amount of \$ 4,300. These funds are to be utilized in the event Partnering and DRB items are used and approved work orders are issued against the Asset Maintenance Agreement. If the Partnering, DRB and no work orders are executed, the funds will be reverted to the Department and are not part of the Total Lump Sum Bid Price.