

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

**Statewide Security Credential Management System for
Connected Vehicle Projects**

DOT-RFP-20-9031-CA

CONTACT FOR QUESTIONS:

Cassandra Anderson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
cassandra.anderson@dot.state.fl.us
Phone: (850) 414-4479

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

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
SUBMIT TO CASSANDRA ANDERSON at cassandra.anderson@dot.state.fl.us

RFP Number: DOT-RFP-20-9031-CA

Title: Statewide Security Credential Management System for Connected Vehicle Projects

Proposal Due Date & Time (On or Before): November 19, 2019 @ 3:00 PM Local Time

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and submit to the Florida Department of Transportation Procurement Office by e-mail to cassandra.anderson@dot.state.fl.us

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

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax Number: (____) _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone:

Cassandra Anderson, Procurement Agent

cassandra.anderson@dot.state.fl.us

(850) 414-4479

Exhibit “C” PRICE PROPOSAL FORM (Page 1 of 2)

RFP Number: DOT-RFP-20-9031-CA

FOB: _____

RFP Title: Statewide Security Credential Management System for Connected Vehicle Projects

Services to be provided as specified in attached Exhibit “A”, Scope of Services.

Item #	Description	Unit	Quantity	Total Price
1	Deploy the complete Security Credential Management System (SCMS) platform and successfully test on 10 Roadside Units (RSUs) and 10 On-Board Units (OBUs) including Cybersecurity, Misbehavior and Certificate Revocation List (CRL) Support	Lump Sum	1	\$ _____
2	Annual Operations and Maintenance Support	Year	3	\$ _____
3	Enrollment, Provisioning, Bootstrapping and Certificate Management for each End Entity as added.	Each	2,000	\$ _____

Optional			
Description	Unit	Quantity	Total Price
Additional Enrollment, Provisioning, Bootstrapping and Certificate Management for each End Entity as added.	Each	Over 2,000	\$ _____

GRAND TOTAL OF PROJECT (ITEMS 1-3) \$ _____
(Price Proposal Evaluation will be based on the Grand Total of the Project)

Special Note: The Department has a total maximum budgetary amount of **\$500,000.00** for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 21, RESPONSIVENESS OF PROPOSALS.

RENEWAL: see Special Condition 33).

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

NOTE: Unit Rates must be stated specifically in dollars and cents, NOT a percentage increase.

SPECIAL NOTE: Item# 3 is based on maximum limiting amount of 2,000. No guarantee is made of actual quantity to be deployed. Payment will be made per deployed (or delivered spare) device.

Exhibit “C” PRICE PROPOSAL FORM (Page 2 of 2)

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

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
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
03/17

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**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, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____
Date: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide a Statewide Security Credential Management System for Connected Vehicle Project. It is anticipated that the term of the contract will begin upon execution of contact and be effective for 3 years thereafter.

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
PRE-PROPOSAL CONFERENCE Florida Department of Transportation 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450	October 29, 2019	10:00 AM
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	November 8, 2019	5:00 PM
PROPOSALS DUE, ON OR BEFORE Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414-4479	November 19, 2019	3:00 PM
PUBLIC OPENING (Technical Proposal) Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street Tallahassee, Florida 32399-0450	November 19, 2019	3:00 PM
PUBLIC MEETING TO SHORTLIST Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414-4479	December 18, 2019	10:00 AM

ORAL PRESENTATIONS

TBD

(not open to the public)

PUBLIC OPENING / MEETING (Price Proposal)

TBD

Florida Department of Transportation
Central Procurement Office
Attn: Cassandra Anderson, Procurement Agent
605 Suwannee Street, Room
Tallahassee, Florida 32399-0450

POSTING OF INTENDED AWARD

TBD

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for DOT-RFP-20-9031-CA:

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-20-9031-CA

Starting Time: see “Timeline” in RFP solicitation

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

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 or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA’S MYFLORIDAMARKETPLACE

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

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

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

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

3) QUESTIONS & ANSWERS

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

Any technical questions arising from this Request for Proposal must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:
FDOT Procurement Office
Attn: Cassandra Anderson
605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450
Email: cassandra.anderson@dot.state.fl.us

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

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

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4,***

Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure

that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) 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.

9) QUALIFICATIONS

9.1 General

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

9.2 Qualifications of Key Personnel

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

9.3 Authorized To Do Business in the State of Florida

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

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

9.4 Licensed to Conduct Business in the State of Florida

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

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

10) WARRANTY/SUBSTITUTIONS

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

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

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

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Cassandra Anderson at 605**

Suwannee Street, MS 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 \$ 200,000 minimum per person and \$ 300,000 minimum each occurrence, and property damage insurance of at least \$ 200,000 minimum each occurrence, for the services to be rendered in accordance with this contract.

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

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

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

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

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

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

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

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

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

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

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF PROPOSALS

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department **on or before** the date and time

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

21.2 Multiple Proposals

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

21.3 Other Conditions

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

22) PROPOSAL FORMAT INSTRUCTIONS

22.1 General Information

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

PART I TECHNICAL PROPOSAL NUMBER DOT-RFP-20-9031-CA
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER DOT-RFP-20-9031-CA
(One Separately Sealed Package for Prices)

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

22.2 Technical Proposal (Part I) (ONE (1) ORIGINAL COPY AND ONE (1) CD-ROM)
(Do not include price information in Part I)

The Proposer must submit one (1) original and one (1) CD-ROM, of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER DOT-RFP-20-9031-CA".

1. EXECUTIVE SUMMARY

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

2. PROPOSER'S MANAGEMENT PLAN

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

a. Administration and Management

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

b. Identification of Key Personnel

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

3. PROPOSER'S TECHNICAL PLAN

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

a. Technical Approach

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

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience

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

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required.

22.3 Price Proposal (Part II) (1 copy)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER DOT-RFP-20-9031-CA". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

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

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.

23) "DRUG-FREE WORK PLACE" PREFERENCE

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

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number DOT-RFP-20-9031-CA - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

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

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Central Procurement Office
Attn: Cassandra Anderson, Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414-4479**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) PROPOSAL OPENING

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

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

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

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

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

Oral Presentations will be given by the Proposers that receive seventy (70) points or higher on their technical proposals.

The Department will hold a public meeting to summarize the technical evaluations and identify the Proposers that attained an average score of seventy (70) points or higher on their Technical Proposal and are thus considered responsive. The responsive Proposers will continue in this procurement process and be participating in Oral Presentations on the date(s) scheduled in the Timeline (See Introduction Section 2 Timeline).

The following time frames shall govern the Oral Presentations:

- a. Presentation 45 minutes
- b. Specific Questions on proposal 60 minutes

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

30.3 Price Proposal

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

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

30.4 Criteria for Evaluation

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

a. Technical Proposal (100 Points)

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

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

	<u>Point Value</u>
1. Executive Summary	15
2. Management Plan	20
3. Technical Plan	35
4. Work Plan	30

b. Oral Presentations (50 Points)

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

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

	<u>Point Value</u>
1. Presentation	15
2. Questions	35

c. Price Proposal (50 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:

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

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any proposer who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the

notice of protest may be Faxed to 850-414-5264), and

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

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

31.2 - Inability to Post:

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

31.3 - Request to Withdraw Proposal:

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

32) AWARD OF THE CONTRACT

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

A Purchase Order issued by the Department, or a Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

33) RENEWAL

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

34) ATTACHED FORMS

Exhibit "C" Price Proposal Form
Drug-Free Workplace Program Certification (Form 375-040-18)
MBE Planned Utilization (Form 375-040-24)
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
Appendix II (Information Technology Resources)

35) TERMS AND CONDITIONS

35.1 General Contract Conditions (PUR 1000)

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

The following paragraphs do not apply to this solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

35.2 General Instructions to Respondents (PUR 1001)

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

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

The following paragraphs do not apply to this solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 MFMP Purchase Order Terms and Conditions

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

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

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

36) ORDER OF PRECEDENCE

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

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

37) BUDGETARY LIMITATION

The Department has a total maximum budgetary amount of \$500,000.00 for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 21, RESPONSIVENESS OF PROPOSALS.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Appendix II
INFORMATION TECHNOLOGY RESOURCES

375-040-29
PROCUREMENT
09/19
Page 1 of 4

Agreement (Purchase Order) #: _____

☐ **BACKGROUND CHECK FOR VENDOR STAFF**

Florida Department of Transportation (Department) requires Vendor employees working on systems identified by the Department with a risk factor of moderate or higher to undergo an FBI Level II background check. The Vendor will pay the cost of their employee background checks. The Vendor will utilize the Department's Originating Agency Identifier (ORI). Contract employees must successfully pass the Level II background check before beginning work on the project.

☐ **CHAPTER 60GG-1, F.A.C. – INFORMATION TECHNOLOGY PROJECT MANAGEMENT AND OVERSIGHT STANDARDS**

Governed by the Department of Management Services' Division of State Technology (DST), [Chapter 60GG-1](#), Florida Administrative Code (F.A.C.), Florida Information Technology Project Management and Oversight Standards, establishes project management principles that State Agencies are required to follow when implementing information technology projects. The Department must adhere to the State project management standards and ensure that all project documentation created by the Vendor, the Department, or in collaboration, is developed and maintained in accordance with Chapter 60GG-1 F.A.C. The Vendor must be familiar with the State project management standards and be prepared to satisfy all requirements. It is important for the Vendor to recognize that documentation, monitoring, or reporting requirements may change mid-project, based on the project's DST Risk and Complexity Assessment, outlined in 60GG-1.002. The Vendor must be adaptable to changes required by Chapter 60GG-1 F.A.C., without increasing cost to the Department.

☐ **CHAPTER 60GG-2, F.A.C. – FLORIDA CYBERSECURITY STANDARDS**

Governed by the Division of State Technology, [Chapter 60GG-2](#) F.A.C., Information Technology Security, also known as the Florida Cybersecurity Standards (FCS), establishes cybersecurity standards for information technology (IT) resources. State Agencies are required to follow these standards in the management and operations of state IT resources. The Department must adhere with the Florida Cybersecurity Standards for all IT projects created by the Vendor, Department, or in collaboration. The Vendor must be familiar with the State cybersecurity standards and be prepared to work with the Department to satisfy all requirements.

In support of the Florida Cybersecurity Standards, 60GG-2 F.A.C. Section 60GG-2.002, the Department requires that all IT systems have a system security plan (SSP). The SSP must address the security setup of the system, ensuring that security controls required by Section 60GG-2.003(5)(g)(4) are in place. The SSP must be submitted by the Vendor and approved by the Department Information Security Manager (ISM) prior to system implementation. The SSP must be completed using the SSP template made available from the Department ISM. The SSP must be submitted during the System Design/Configuration phase to allow time for changes in the security design that may be required. Upon receipt of the SSP, the Department will have ten (10) business days to review. The ISM will respond with feedback, approval, or denial of the plan. The Vendor must allow time for adjustments to the plan and resubmittal to the ISM. After the SSP is approved, the Vendor shall keep the SSP updated as necessary or upon notification by the Department of a deficiency in the SSP. Any change to the SSP must be reviewed by the Department and approved by the ISM.

☐ **COMPUTER HARDWARE/SOFTWARE LIABILITY**

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

☐ **CONFIDENTIAL INFORMATION**

Trade secrets are not solicited or desired as submissions with responses. Respondents are advised to submit a redacted version of the quote if the Vendor deems any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to [Chapter 119](#), Florida Statutes (F.S.), the Florida Constitution or other authority. Any confidential or trade secret submission must be conspicuously marked as such, and any redacted copy must be clearly titled "Proprietary and Confidential." Failure to provide a redacted version when confidentiality is claimed by the Vendor may be cause for determination of non-conformance.

☐ **CONFLICT OF INTEREST**

To prevent any bias, unfair competitive advantage, conflict of interest, or the appearance of any type of impropriety, Vendor personnel must not have been directly or indirectly involved in the development of the Scope of Services or related solicitation documentation by the Department. If Vendor personnel worked in conjunction with the Department on the development of the solicitation document, the Vendor is prohibited from submitting a bid for this solicitation. Vendor personnel assigned to other Department projects outside this Contract,

shall hold and maintain any confidential information that could benefit the Vendor on future solicitations in strictest confidence. As a condition of the Agreement, the Department may require contracted personnel to sign a nondisclosure agreement. Violation of the non-disclosure agreement by contracted personnel may result in termination of the individual, and at the Department's discretion, disqualification of the Vendor from future solicitations.

☐ **COPYRIGHT OR PATENT INFRINGEMENT**

To the extent permitted by Florida Law, the Vendor, without exception, shall save, defend and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses, for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of articles supplied hereunder with equipment or data not supplied by Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement. Further, if such claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continued use of, or replace or modify the article to render it non-infringing. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that, without exception, the Agreement price shall include all royalties or other costs arising from the use of such design, device, or materials in any way involved in the work. Copyrighted material will be accepted, as part of a technical Quote, only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for use by the Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, F.S. Therefore, such material will be subject to viewing by the public.

☐ **DATA SECURITY AND CONFIDENTIALITY**

The Vendor and its employees must comply with all Department security procedures while working on this Agreement. The Vendor shall provide immediate notice to the Department-OIT Application Services Manager and the Department – Transportation Technology Office (TTO) Information Security Manager (ISM) in the event it becomes aware of any security breach, any unauthorized transmission of State Data as described below or of any allegation or suspected violation of the Department security procedures. Except as required by law or legal process and after notice to the Department, the Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work, including, but not limited to, Chapter 60GG-2, F.A.C., security procedures, business operations information, or commercial proprietary information in the possession of the state and/or the Department.

a. Loss of Data

In the event of loss of any Department or State data or record where such loss is due to the negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Department at the Vendor's sole expense.

b. Data Protection

No state data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

☐ **DELIVERABLE WARRANTY**

Vendor warrants that all Deliverables provided by Vendor shall comply with the form, content, performance, and functionality specified in the Scope or each applicable TWO. If at any time within the Warranty Period, the Department discovers that a Deliverable does not comply with this Warranty, the Vendor shall, at no cost to the Department and in a timely manner, make such Deliverable conform and comply with this Warranty.

Each Deliverable and any other work product provided by Vendor in performing the Services, does not and will not infringe and is not and will not misappropriate or infringe the intellectual property rights, privacy rights or other rights of any other person or entity, nor has any claim of such infringement been threatened or asserted, nor is such a claim pending against Vendor (or to the best of Vendor's knowledge, any entity from which Vendor has obtained such Deliverable, Work Product, or rights related thereto).

☐ **ELECTRONIC ACCESSIBILITY**

The Federal Electronic and Information Technology standard can be found at: <https://www.section508.gov/>. The Department standards set for section 508 compliance information for the supplies and services in this Agreement are available on the Department Standards and Guidance Set website.

☐ **ESCROW OF SOURCE CODE**

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

☐ **FACILITIES AND EQUIPMENT**

Upon completion of Security Awareness Training by the Vendor's personnel assigned to this project, the Department shall provide necessary access to the Department network. The work will be conducted on-site in the Tallahassee Project Office. The Project will provide work space to use while on site. All property furnished by the Department for use by the Vendor during this Agreement will remain the property of the State of Florida.

☐ **GUIDELINES AND STANDARDS**

The Vendor agrees to comply with the Department's best practices and standards, including, but not limited to, the most current version available on the [Department Standards and Guidelines Set](#) website.

☐ **OWNERSHIP OF WORKS AND INVENTIONS**

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

All work materials developed or provided by the Vendor under this Agreement and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the State of Florida. Any intellectual property contained in a Deliverable and developed as a result of this Agreement shall be the sole property of the State of Florida. This provision will survive the termination or expiration of the Agreement. The Vendor retains all ownership rights in any proprietary methodologies, methods, processes, ideas, concepts, algorithms, trade secrets, software documentation, other intellectual property, or procedures of the Vendor that pre-exist or were developed outside the scope of this Agreement. If any such property of Vendor is contained in any of the Deliverables hereunder, the Vendor grants to the Department a royalty-free, paid-up, non-exclusive, perpetual license to use such Vendor intellectual property in connection with the Department's use of the Deliverables.

☐ **PROJECT PLAN SCOPE LANGUAGE**

The Department requires that the Vendor create and submit a Project Plan that demonstrates how the creation and maintenance of the application will be carried out. The Project Plan template may be found at <http://www.dot.state.fl.us/OIS/docs/dispFiles.shtml>, and is the template which the Department requires the Vendor to follow. The Project Plan must be submitted to the Department within thirty (30) business days after execution of Agreement or as indicated in the Scope of Work. Upon receipt of the Project Plan, the Department will have fourteen (14) business days to review and approve the Project Plan in its sole discretion. No other work may begin prior to the submission and approval of the Project Plan. After the Project Plan is approved, the Vendor shall keep the Project Plan updated as necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

☐ **Purchase of Tangible Personal Property**

Contractual services that provide for the Vendor to purchase tangible personal property, as defined in Section 273.02, F.S., for subsequent transfer to the Department may be entered into only in accordance with Rule 60A-1.017, F.A.C. Technology products (e.g., software, networking equipment, etc.) purchased by the Vendor shall be subsequently transferred to the Department and shall be of first quality, supplied by the original product manufacturer or an authorized reseller, and warranted as appropriate. Technology products procured by the Contractor outside of authorized distributors/retailers are not deemed acceptable to the Department. The Agreement shall specify the quality of the technology products to be acquired, and provisions for warranty, service, and mandatory transfer of ownership to the Department.

☐ **SECURITY OF CONFIDENTIAL PERSONAL INFORMATION**

The Vendor must implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of the Department, Vendor and Vendor's employees shall not divulge to third parties any confidential information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. If Vendor or Vendor's employees have access to confidential information in order to fulfill Vendor's obligations under this Agreement, Vendor agrees to abide by all applicable Department Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department information

in Vendor's possession. Vendor shall make a report to the Department not more than seven (7) business days after Vendor learns of such use or disclosure.

Vendor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

In the event a "Security Incident" also includes a "breach of security", as defined by section 501.171, F.S., as amended, concerning confidential personal information involved with this Agreement, Vendor shall comply with section [501.171](#), F.S. When notification to affected persons is required under this section of the statute, Vendor shall provide that notification, but only after receipt of the Department's approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information.

☐ **THIRD PARTY TOOLS**

Vendors may not use third-party tools which impose licensing responsibility on the Department without written approval by the Department.

☐ **TRAINING**

The Vendor shall provide, at its own expense, training necessary for keeping Vendor staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.



Exhibit “A”
Scope of Services
for

**Statewide Security Credential Management System for Connected
Vehicle Projects in Florida**

DOT-RFP-20-9031-CA

Table of Contents

Acronyms	1
1. Project Description	3
1.1 Project Background	3
1.2 SCMS Software as a Service (SaaS)	4
1.3 Non-DSRC Entity Integration	6
2. Requirements	6
2.1 Response Requirements	6
2.2 Technical Requirements	6
3. Scope of Work	8
3.1 Department Roles	8
3.2 Vendor's General Obligations	9
3.3 Project Tasks	10
3.4 Disentanglement Services	11

Acronyms

ASD	Aftermarket Safety Device
ASN.1	Abstract Syntax Notation One
ATSPM	Automated Traffic Signal Performance Measures
C2C	Center to Center
CA	Certificate Authority
CAMP	Crash Avoidance Metrics Partnership
CAV	Connected and Automated Vehicle
CME	Certificate Management Entity
CMS	Certificate Management Service
ConOps	Concept of Operations
CPM	Critical Path Method
CRL	Certificate Revocation List
CV	Connected Vehicle
C-V2X	Cellular Vehicle-to-Everything
DSRC	Dedicated Short Range Communications
DCM	Device Configuration Manager
ECA	Enrollment Certificate Authority
EE	End Entities
EVP	Emergency Vehicle Preemption
FIPS	Federal Information Processing Standard
FDOT	Florida Department of Transportation
FL511	Florida 511
FRAME	Florida's Regional Advanced Mobility Elements
FSP	Freight Signal Priority
GHz	Gigahertz
HSM	Hardware Security Module
ICA	Intermediate Certificate Authority
ICM	Integrated Corridor Management
IDS	Intrusion Detection System
IEEE	Institute of Electrical and Electronics Engineers
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
LA	Linkage Authority
LOP	Location Obscurer Proxy
MA	Misbehavior Authority
OBU	On-Board Unit

OEMOriginal Equipment Manufacturer
 PCA Pseudo Certificate Authority
 PIDPersonal Information Device
 PKI.....Public Key Infrastructure
 RARegistration Authority
 RARoot Authority
 RCA.....Root Certificate Authority
 RSU.....Roadside Unit
 SaaS..... Software as a Service
 SAESociety of Automotive Engineers
 SCMS Security Credential Management System
 SLA.....Service Level Agreement
 SPaTSignal Phase and Timing
 TIM Traveler Information Message
 TSP Transit Signal Priority
 VSC5..... Vehicle Safety Communications 5
 XML Extensible Markup Language

1. Project Description

1.1 Project Background

The Florida Department of Transportation (FDOT) has a very active Connected and Automated Vehicle (CAV) deployment program and draws from its 2019 [CAV Business Plan](#). As part of this Business Plan and to accomplish FDOT's vision of improving safety and mobility with emerging technology applications, FDOT is deploying Connected Vehicle (CV) devices in the state, primarily using the 5.9 GHz frequency band for Dedicated Short-Range Communication (DSRC), but potentially including Cellular-Vehicle-to-Everything (C-V2X), and other communication modes. Table 1 shows a few operational and planned CV projects with the number of Roadside Units (RSUs), followed by a brief description of a few projects. The number of devices listed in Table 1 should be seen only as estimates. FDOT's [CAV website](#) contains more project-specific information.

Table 1: FDOT CV Projects*

CV Project	Number of RSUs
I-4 FRAME	485
PedSafe Greenways Deployment	247+
I-75 FRAME	231
US 41 FRAME	110+
Gainesville SPaT Trapezium	50
Pinellas County SpaT	41
US 1 Keys Coast	35+
Gainesville Pedestrian-Bicycle Safety	31
US 90 SpaT Tallahassee	31
State Road 434 CV Deployment	6+
Total	1,266+
*Estimates only	

The I-4 Florida's Regional Advanced Mobility Elements (FRAME) project includes 75 miles of Interstate 4 (I-4) from Tampa to just west of Orlando and adjoining arterials including, but not limited to, State Route 60 (SR 60), Polk Parkway, and US Highway 17 (US 17). CV applications include, but are not limited to, Automated Traffic Signal Performance Measures (ATSPM), Transit Signal Priority (TSP), Freight Signal Priority (FSP), Integrated Corridor Management (ICM), Emergency Vehicle Preemption (EVP), and Pedestrian and Bicyclist Safety.

The I-75 FRAME project includes the installation of RSUs on I-75 (44 miles, 43 Intelligent Transportation System (ITS) locations) and on US 441, SR 40, SR 200 (59 signalized intersections) in Ocala and 93 signalized intersections on US 441, SR 24, SR 26, and SR 222, and at 35 ITS locations on I-75 (26 miles) in Gainesville. Applications include ATSPM, TSP, FSP, and ICM.

The Gainesville Signal Phase and Timing (SPaT) Trapezium project involves 27 intersections on SR 26, SR 121, SR 24, and US 441 in Gainesville. Trafficware controllers, Siemens RSUs, and Sirius XM On-Board Units (OBUs) from the CV framework will be used.

The Pinellas County SPaT project is located along US 19 from SR 688 north of Becket Way (22 miles, 23 signalized intersections).

The US 90 SPaT project is located along US 90 in Tallahassee, from Duval Street to I-10 (7 miles, 21 signalized intersections) and calls for Intelight controllers, Wavemobile RSUs, and Wavemobile OBUs.

The proposed Security Credential Management System (SCMS) should be interoperable with these field deployments and all future CAV deployments. The SCMS should be consistent with the requirements as listed in the Crash Avoidance Metrics Partnership (CAMP) Vehicle Safety Communications 5 (VSC5) and those noted elsewhere in this document. Establishing trust management and security for the CV devices is very important and is performed through the SCMS. SCMS validates an end entity's (EE) authority to broadcast on the CV network and digitally signs the messages sent by the authorized EEs. This establishes trust among EEs to ensure validity and integrity of broadcast messages. An effective SCMS provides the means to revoke certificates remotely and to establish and revoke trust relationships with other Root Authorities (RA)s and Intermediate Certificate Authorities (ICA)s.

Though a few projects are listed in Table 1, all future CV projects will be absorbed into this SCMS platform.

1.2 SCMS Software as a Service (SaaS)

FDOT intends to procure SCMS in the form of SaaS. The successful proposer will provide all hardware, software, labor, and all other elements per this scope, as necessary and deploy a turnkey SCMS application to support the FDOT's CV efforts during the established period of performance and any extensions. At a minimum, the statewide SCMS will comprise the following elements as defined by the National SCMS Deployment Report dated January 12, 2018:

- Device Configuration Managers (DCMs) are the entities responsible for provisioning CV equipment (e.g., OBUs, RSUs, and Aftermarket Safety Devices (ASDs)) so that they can successfully interact with the SCMS and obtain the security credentials appropriate for their operation. While the DCM is external to the majority of the SCMS, it plays a critical part of the certificate enrollment mechanism. DCMs must be subject to the same audit and oversight as other parts. The DCM is used during the bootstrap process to provide essential information to a bootstrapped device, and to relay information between a device and the Enrollment Certificate Authority (ECA). DCMs will coordinate initial trust distribution with CV equipment so that it may then request, and successfully receive certificates from the Registration Authority (RA). The communication link between a bootstrapped device and DCM is out-of-band, e.g., a non-cryptographically protected

communication in a secure environment. The SCMS Manager will need to establish (and enforce) the minimum level of security required for such out-of-band communications to maintain the integrity of the overall system. Access to the DCM must be available to FDOT and its CV device vendors for initial and any required subsequent enrollment and bootstrapping needs throughout the period of performance and any extensions.

- **Certification Services.** FDOT is willing to accept device certification by OmniAir as acceptable minimum proof of conformity for enrollment in the statewide SCMS. If the successful proposer has additional requirements for enrollment, they shall provide such certification services at no charge to the FDOT or device vendor. Such additional requirements should be stated in a written response and must be approved by the FDOT. Existing deployed devices may not have attained OmniAir certification. The Vendor shall provide an internal process for ensuring existing devices do or can meet acceptable standards for enrollment in the SCMS.
- **Root Certificate Authority (RCA)** provides system-wide trust through certificates issued to all Certificate Management Entities (CMEs). It represents the basis of trust for the system. This is not an intrinsically-central function. The system design shall support multiple root Certificate Authorities (CAs) via the elector mechanism, but there could be as few as one (such as during initial deployment). The multiple root design is intended to ensure low-effort integration into an emerging national SCMS for CV that will likely be multiple root or elector based.
- **Intermediate CA (ICA)** is a CA, the certificate of which was issued by a different root CA or ICA. Its value is that it shields the root CA from traffic and attacks. It may also allow for greater granularity in permission granting: for example, ICAs (and the CAs below them) may be limited to a geographic region or to a specific manufacturer or type of device, to make auditing simpler. ICAs may not be needed for initial deployment. The ICA authorizes all other non-central components including ECAs, PCAs, RAs, Linkage Authorities (LA), or additional ICAs.
- **Pseudo CA (PCA)** is an intrinsically non-central component of the SCMS. It issues pseudonym, identification, and application certificates for end entities (EEs). Location Obscure Proxy (LOP) obscures the locations of requesting EEs (e.g., OBUs requesting certificates) from SCMS functions such as the RA. This is intended to mitigate the possibility that the EE's location or route could be determined from requests made to the RA. The LOP is not an intrinsically-central function.
- **Enrollment CA** provides enrollment credentials to end entities. The end entity applies for and obtains enrollment credentials that can be used to communicate with other SCMS components, entering the "unauthorized" state. SCMS Enrollment components also participate in de-registration processes through interaction with SCMS revocation components.
- **Misbehavior Authority (MA)** processes misbehavior reports from end entities. Misbehavior reports are analyzed and investigated if warranted. Investigated misbehavior reports are correlated with end entities and systemic issues are identified. If revocation is warranted, this component provides information to authorization or revocation components to initiate revocation or blacklisting, as appropriate. As the industry does not yet offer a robust misbehavior detection component, the initial deployment of the MA may be limited in global detection functionality but will provide the interface for EEs to report misbehavior, process those reports via the Certificate

Revocation List (CRL) Generator and broadcast a daily CRL to EEs.

1.3 Non-DSRC Entity Integration

The FDOT ITS/ATMS incorporates sub-systems that provide detection and alerts to travelers in the form of Traveler Information Messages (TIM)s. Some of these systems are automated and some require TMC Operator action. In both cases, the Department may want to also distribute these TIMs to CV enabled vehicles. The SCMS vendor shall detail a method for establishment of trust with these non-DSRC systems, e.g., TLS authentication or a similar method that provides a trust relationship between the non-DSRC system element and then the RSU (or other applicable device) properly formats, signs and re-transmits the message over DSRC to OBUs.

2. Requirements

The following requirements shall be incorporated in the statewide SCMS.

2.1 Response Requirements

1. The vendor shall write its responses in a manner that is clear, to the point, and takes a minimal amount of time to read and understand.
2. The vendor shall describe its experience in CV projects in its technical proposal comprised of the accompanying questionnaire and a free flow narrative overview of the respondent's qualifications.

2.2 Technical Requirements

1. The proposed statewide SCMS shall support certificate interoperability across multiple root authorities, allowing trust to be established and broken as needed with no requirement for physical contact with enrolled devices.
2. The proposed statewide SCMS shall support future implementation of an elector system for adopting and rejecting RAs and CAs.
3. The proposed statewide SCMS shall support distributed CAs.
4. As a national SCMS model is still under development; the proposed statewide SCMS shall include a methodology and support plan for migration to the National SCMS without physical contact with enrolled devices.
5. The proposed statewide SCMS shall support misbehavior detection and a methodology for revoking certificates of devices deemed to have significant errors or suspected to be under malicious control.
6. The SCMS shall provide misbehavior detection for devices enrolled with its own RA and process certificate revocation requests from trusted RAs.

7. The proposed statewide SCMS shall support the five methods of enrollment and re-enrollment as listed in the CAMP VSC5 requirements: Re-instantiation, Re-bootstrapping, Re-issuance, Re-establishment, and Re-enrollment.
8. The proposed statewide SCMS shall support both manual and automated enrollment and bootstrapping processes. The vendor shall include in its response, a process flow diagram with steps for both that include estimated timeframes for each step.
9. The SCMS provider shall work directly with device vendors to enroll, bootstrap, provision and pre-load certificates prior to delivery to FDOT.
10. The proposed statewide SCMS shall support multiple communications platforms to remain technology neutral: DSRC, C-V2X, 5G, and any other communication protocol.
11. Message formatting shall be according to CAMP VSC5, Abstract Syntax Notation One (ASN.1), version 1.2.2 to support backward compatibility.
12. The proposed statewide SCMS shall describe the CV device requirements for enrolling, including any prerequisite third-party certification.
13. The proposed statewide SCMS shall have and describe in their response, a process where expired security certificates can be replaced including refresh periods.
14. As SCMS operations will connect to FDOT facilities, infrastructure and software instances, the proposer shall include in the cost of cybersecurity pay item:
 - a. A risk assessment of all SCMS interfaces with FDOT Facilities, Infrastructure and software. The proposer shall coordinate with FDOT in creating a risk register and assigning risk levels and proposed controls.
 - b. A security plan that addresses risk from the above register. The SCMS security plan should address all risk identified and indicate whether the recommended action/control is provided by the respondent or is a recommendation for FDOT action to enhance existing FDOT protections via configuration or add-ons.
 - c. A response plan that comprises an addendum to the Department's overall security incident response plan and outlines specific actions required and the level of service at which the respondent will support responses to incidents that have or may involve SCMS system interfaces (Who, What, Where, When).
 - d. The proposed statewide SCMS shall have countermeasures in place to prevent cyberattacks. The system should be consistent with Chapter 60GG-1 of the Florida Administrative Code Information Technology Project Management and Oversight Standards, and Chapter 60GG-2 Florida Cybersecurity Standards. The system/elements of this countermeasure to cyber-attacks shall be submitted for Department review/approval prior to purchase/installation.
15. The vendor selected shall provide active management of the FDOT statewide SCMS including development, implementation, and maintenance support for the contract period.
16. The vendor shall make best efforts to ensure enrollees are compliant with the requirements of the CAMP VSC5. Device certification by Omniair shall suffice for enrollee compliance with the Institute of Electrical and Electronics Engineers (IEEE) 1609.2/.3, and the Society of Automotive Engineers (SAE) J2735/J2945. Existing

deployed devices may not have attained OmniAir certification. The Vendor shall provide an internal process for ensuring existing devices do or can meet acceptable standards for enrollment in the SCMS. Hardware Security Module (HSM) used in device may demonstrate Federal Information Processing Standard (FIPS) 140-2 Certification of level 3 or level 2 certification with a self-certification affidavit of tamper-resistant enclosure that self-destructs or “self-zeroizes” HSM Public Key Infrastructure (PKI) elements.

17. The vendor must be International Organization for Standardization (ISO) 27001 certified for web trust and provide FDOT with proof of certification with their proposal.
18. The vendor shall provide a Service Level Agreement (SLA) that details incident response times, system uptime guarantees, and any other additional support offerings.
19. The vendor shall provide appropriate liability coverage caused by the exposure of the private key for the CA, including all certificates impacted by such an event.
20. The certificates assigned or stored for a device shall become the property of FDOT.

3. Scope of Work

The vendor is responsible for providing a detailed scope of work in a project work plan document that meets the requirements for managing the project contained in this scope of services.

The scope of work described in this section is a general guide and is not intended to be a complete list of all the work necessary to complete the project. One of the early deliverables by the vendor will be a detailed work plan. The scope of work contains work tasks that are necessary to meet the Department's project requirements.

The selected vendor shall implement a comprehensive, fully integrated SaaS SCMS covering the general functional areas and specific requirements detailed in the Requirements Specification.

3.1 Department Roles

The Department will:

- Designate a project manager and, if required, may form a project steering committee.
- Provide project details and other available information to interface with the proposed software systems.
- Coordinate the documentation for interfaces with other projects.
- Review, comment, and approve the documentation and other deliverables.
- Monitor this SCMS implementation progress and schedule.

- Participate in requirements reviews, integration testing, acceptance testing, implementation, training, and status meetings.
- Create and maintain a project SharePoint site during the contract period to:
 - Update project progress.
 - Post documentation.
 - Post meeting agendas, minutes, and action items.
- Provide an integration testbed environment for testing the SCMS platform. Performance, security, and other system functions will be tested in a controlled pre-production environment during the system test phase, which will mirror the production environment.
- Provide rack space in the TMC if vendor needs to place equipment there.
- Provide access to existing deployed devices

3.2 Vendor's General Obligations

The vendor and subcontractors will be responsible to:

- Designate a project manager and key project team members.
- Provide a resource loaded Microsoft Project Schedule.
- Provide detailed instructions and workflow steps for device enrollment, bootstrapping, communications, and certificate refresh applications.
- Complete all activities required, including unforeseen work based on high-level project needs, including future findings related to identified assumptions necessary to complete the SCMS implementation.
- Schedule and coordinate with FDOT's project manager to ensure that adequate network infrastructure and data links are provided.
- Test functional capabilities of the system.
- Provide information on network and workstation security for enrollment and bootstrapping operations.
- Implement a rigorous, structured integration methodology.
- Implement a rigorous configuration management system.
- Train Department-designated personnel on any Department managed elements and to mainstream the SCMS operations by FDOT or its designees.
- Project management and control including attending periodic progress meetings with and reporting to the FDOT staff or its consulting team members.
- Maintenance and support of the system for the duration of the contract.
- Standard warranty services for the duration of the contract.

- Provide FDOT a security plan, or document all the security components including backup procedures, failover, countermeasures, and all other security measures found in a security plan.
- Provide level 2 background checks for key staff working on the project. Previous background checks will not be accepted. The vendor must provide background checks after the contract is awarded, but before the Notice to Proceed has been issued. Failure of the vendor to provide the background checks within 60 calendar days will result in disqualification. The vendor will be responsible for covering the cost of the background checks. If a key member fails the background check, that person will not be allowed to work on the project. If two or more key members fail their background checks, the team is disqualified from working on the project.

3.3 Project Tasks

The vendor will provide a critical path method (CPM) schedule of project deliverables and milestones representative of the key work breakdown. These tasks will at a minimum include the following:

- Baseline Project Schedule.
- Concept of Operations (ConOps)
 - Communications matrix and responsibilities chart with designated Project Manager, Project Engineer, escalation process and contact information.
 - System architecture narrative.
 - System architecture diagram indicating all elements of SCMS. Include Communications flows and media type.
 - Chronological process for device certification, enrollment, bootstrapping, initial certificate download, and integration into the live system.
 - Process(es) for certificate top off.
 - Requirements for DCMs, (system, hardware, software and security). Will DCMs be provided by SCMS manager, or do device vendors need to stand up their own DCM?
 - Misbehavior detection and certificate revocation.
 - Process for reenrollment of revoked or malfunctioning devices after restoration of functionality.
 - Narrative on feasibility and proposed process of transition to a National SCMS when available.
- Monthly status reports, with schedule updates.
- Provide interoperable certificates for all devices included in this scope.
- Provide interoperable certificates to OBU vendors as approved and/or included in its CV projects by FDOT. OBUs included herein are those procured directly by FDOT for internal CV projects.

- Provide integration support for RSUs and selected OBU vendors throughout performance period at no additional cost to FDOT or vendors.
- Provide interoperability support as necessary to integrate Original Equipment Manufacturer (OEM) certificates into trust chain.
- Support transition of statewide SCMS into a National SCMS model if one becomes available during period of performance or contract extensions.

3.4 Disentanglement Services

Upon termination of the agreement with the vendor, also known as the Service Provider, the Service Provider is expected to provide disentanglement services that must, at a minimum, address the following items:

- Overall transition approach that results in minimal disruption of services to be provided to FDOT
- Transitioning of agreements owned by the Service Provider
- Transitioning of any technologies or data owned by the Service Provider
- Transferring knowledge and expertise on the various SCMS platform being used within the Department, to the Department or future Service Provider.

The Service Provider shall migrate all certificates, both loaded and stored certificates, assigned to a device or devices.

EXHIBIT “B”

METHOD OF COMPENSATION

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 equal to Vendor’s Grand Total of Project entry in Exhibit “C”. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services as described in Exhibit “A”. In no case shall this amount exceed FDOT’s budgeted amount of \$500,000.00. The Vendor shall not provide services that exceed the maximum limiting amount without an approved Amendment from the Department.

The total amount of this agreement is expected to be funded by multiple appropriations. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make fee payments in excess of currently established funding. The Department will provide written authorization if and when subsequent appropriations are approved and encumbered for this contract, or when funding authorization decreases occur.

- Item 1: Upon successful deployment of the statewide SCMS as tested or demonstrated by the system’s ability to enroll, provision, bootstrap, and issue/revoke interoperable certificates to FDOT CV project devices, and submitted invoice, the price quoted in Exhibit “C” for Item #1 will be paid at 100 percent. The test or demonstration of this milestone shall include a minimum of 10 RSUs and 10 OBU’s from various manufacturers as specified by FDOT.
- Item 2: Annual Operations and Maintenance Support will be paid in 25% increments each quarter upon invoicing. Invoicing may occur after completion of each 3-month period of support, i.e., after first full quarter of support. The Vendor may invoice for ¼ of the unit price quoted in Exhibit “C” for Item #2. First annual support period of performance begins upon written acceptance of Item #1; Exhibit “C”.
- Item 3: The unit cost quoted on Item #3, Exhibit “C” will be paid on a prorata basis for the number of units incorporated into the SCMS platform. This item is limiting amount and no guarantee is made of total devices to be purchased/deployed by the Department.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit an invoice (3 copies) upon completion of Item #1 in Exhibit “C” in a format acceptable to the Department. The Vendor shall submit quarterly invoices (3 copies)

in a format acceptable to the Department for Exhibit "C" for Item #2 and Item #3. 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, incidental travel, overhead, fringe benefits and operating margin.

Invoices shall be submitted to: Florida Department of Transportation

Attn: Raj Ponnaluri

605 Suwannee Street, MS 90

Tallahassee, Florida 32399

5.0 TANGIBLE PERSONAL PROPERTY:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC – 03/17
Page 1 of 10

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-20-9031-CA
DMS Catalog Class No.: _____

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

1. SERVICES AND PERFORMANCE

- A. In connection with Statewide Security Credential Management System for Connected Vehicle Projects, 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

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

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

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

Other: See Exhibit "A"

- B RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

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

resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

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

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

☒ No general liability insurance is required.

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

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

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

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

☒ No Bond is required.

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

- E. **CERTIFICATION.**

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

5. COMPLIANCE WITH LAWS

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

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

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

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

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 vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and

E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.

- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the appropriate box:

The following provision is not applicable to this Agreement:

The following provision is hereby incorporated in and made a part of this Agreement:

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

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

The following provision is hereby incorporated in and made a part of this Agreement:

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

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

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

8. MISCELLANEOUS

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

over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

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

BY: _____
Authorized Signature

(Print/Type)

Title: _____

Title: _____

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. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- _____ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal.
- _____ 6. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- _____ 7. The prices have been reviewed for accuracy and all price corrections have been initialed in ink.
- _____ 8. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- _____ 9. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- _____ 10. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:

RFP No.: DOT-RFP-20-9031-CA

Title: Statewide Security Credential Management System for Connected Vehicle Projects

Opening Date & Time: November 19, 2019 @ 3:00 PM Local Time