

Date: 1/17/2019

Revision Date: August 2018

**State of Florida
Department of Transportation**



Contract # E4T64

Financial Project Number (s) 41669247201

DBE Availability 10.65 %

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

MAIL OR DELIVER PROPOSAL PACKAGES TO:

Florida Department of Transportation
Procurement Office 3400 W
Commercial Blvd. Ft. Lauderdale, FL
33309

By overnight mail or hand-deliver:

Florida Department of Transportation
Procurement Office
3400 W Commercial Blvd.
Ft. Lauderdale. FL 33309

Mail Via US Postal Service:

Florida Department of Transportation
Procurement Office
3400 W Commercial Blvd.
Ft. Lauderdale. FL 33309

ATTACHMENTS:

Select the following item(s) by placing an “X” in only the boxes that apply.

PRICE PROPOSAL FORMS

- Bid or Proposal Bond Form #375-020-09
- Proposal Blank Asset Maintenance Form #375-020-56
- Bid Proposal Price Sheet, Form #850-070-20

CONTRACT FORMS

- AM Contract Form #375-020-58
- Performance Based Bond – (Year One) #375-020-59
- Performance Based Bond – (Subsequent Years) #375-020-61
- Contract Affidavit Form #375-020-30
- DBE Forms #275-030-11

Other:

SPECIAL CONDITIONS

1) TECHNICAL PROPOSAL SUBMITTAL

The State of Florida, Department of Transportation (“Department”) will accept proposals for:

Project Location (s) and Work Description:

Contract Limits:

This contract includes structures on US1 (SR5), A1A and state maintained connecting roads through Broward, Palm Beach, Martin and St. Lucie Counties.

Contract Description:

This contract includes inspection and maintenance of all National Bridge Inspection Standards (NBIS) qualifying bridges (Fixed and Movable) and their appurtenances, Henry Kinney Tunnel, over lane sign structures, and high mast light poles.

This contract includes inspection, notification and Maintenance Memorandum of Agreement administration of Traffic Signal Mast Arms

The Department intends to award this contract to the responsive and responsible Proposer whose Proposal Package receives the highest total score (Technical Proposal Score plus Price Score) upon evaluation by the Department.

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

2) MANDATORY PRE- PROPOSAL MEETING

The Department will require a mandatory Pre-proposal meeting for AM Contracts by indicating the meeting requirement in the advertisement. If the advertisement requires a mandatory meeting for this project, the Department will host a Pre-proposal meeting for providing a forum for discussion on the AM Scope of Services, Contract Documents, Technical Proposal Requirements, or any other matter associated with this RFP. Attendance at the Pre-proposal meeting is mandatory, and any Proposer who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. Proposers shall sign in as attendees to the meeting upon arrival. Any Proposer not signed in before the meeting starts will be considered late, deemed not in attendance, and will not be allowed to bid on the contract. Proposal Blanks will be issued only to attendees of this meeting.

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

Any person requiring special accommodations at any meeting because of a disability or physical impairment should contact the District Contracts Office at (954) 777-4612 not later than five (5) days prior to the meeting.

Any person who is hearing or speech impaired should contact the Department using the Florida Relay Service at (800) 955 – 8771 TDD.

3) REQUEST FOR PROPOSAL (“RFP”) QUESTIONS & ANSWERS

Any questions arising from this RFP must be forwarded, in writing, to the procurement agent at the location indicated in the Schedule of Events below. In order for Proposer questions to be answered in a timely fashion, its questions must be received by the Department no later than the date and time shown in the Schedule of Events.

The Department's written responses to written inquiries submitted timely by potential Proposers will be posted on the internet at:

<https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>

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

4) ORAL INSTRUCTIONS / CHANGES TO PROPOSAL REQUIREMENTS (ADDENDA)

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

Notices of changes (addenda) will be posted on the Department of Transportation Contracts Administration Web Site under this contract number at:

<https://www.fdot.gov/contracts/d4/default.shtm>

It is the responsibility of each potential Proposer to monitor this site for any changing information prior to submitting its Proposal. Proposers shall acknowledge addenda by printing and signing each addendum and submitting the signed addenda along with the Technical Proposal submittal.

5) SCHEDULE OF EVENTS

Below is the current schedule of the remaining events that will take place in the selection process. The Department reserves the right to make changes or alterations to the schedule as necessary to serve the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Department, the dates indicated below for actions required of the Proposers constitute absolute deadlines; failure to timely comply by these deadlines will cause a Proposer to be disqualified.

SCHEDULE OF EVENTS			
ACTIVITY	DATE:	TIME (Local)	LOCATION
Deadline for submission of written questions prior to the pre-proposal meeting	4/8/19	Noon	Department Bid Question & Answer website
Mandatory Pre-Proposal Meeting	4/8/19	1:30 pm	D4 District Office Auditorium 3400 W Commercial Blvd, Ft Lauderdale, FL 33309
Final Deadline for Questions	4/10/19	Noon	Department Bid Question & Answer website
Department replies to Questions	4/17/19	5:00 pm	Department Bid Question & Answer website

Technical and Price Proposals Due (Must be due same time)	5/6/19	Noon	D4 District Office, Procurement, 1 st Floor, 3400 W Commercial Blvd, Ft Lauderdale, FL 33309
Technical Review Committee Meeting and Public Announcement of Technical Scores, Public Opening of Price Proposals and Public Announcement of Prices	5/29/19	10:00 am	D4 District Office Auditorium 3400 W Commercial Blvd, Ft Lauderdale, FL 33309
Selection Committee Meeting	6/3/19	9:00 am	D4 District Office, 3 rd Floor Conference Room, 3400 W Commercial Blvd, Ft Lauderdale, FL 33309
Posting of Department's Decision to Award	6/3/19	5:00 pm	Department Contract Administration Website
Anticipated Award Date	6/11/19	5:00 pm	

6) PROPOSER ELIGIBILITY

6.1 General

The Department will determine whether the Proposer is eligible to perform the services being contracted based upon its Proposal Package demonstrating satisfactory experience and capability in the work area and demonstrating an understanding of Performance-Based contracting.

7) DEPARTMENT RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

7.1 General

The Department reserves the right to accept or reject any or all Proposals received and reserves the right to make an award without further discussion of the Proposal Packages submitted. It is understood that the Proposal Package will become a part of the Department's official file, without obligation to the Department.

7.2 Responsiveness of Proposals

Proposals found to be non-responsive shall not be considered. The Department will declare a Proposal non-responsive for any of the reasons specified in Section 2 of Attachment II of the Scope of Services or for any of the following reasons:

- The Proposal is received by the Department after the date and time specified as the due date for submission;
- The Proposal is found to be not in conformance with the requirements and instructions of this RFP;
- An individual, firm, partnership, or corporation is on the Listing of Parties Excluded from Federal Procurement and Non procurement Programs;
- The Proposer's or its affiliate(s) applicable license(s) necessary to do business in the State of Florida is suspended, revoked, or denied by any public agency or semi-public agency.

7.3 Waivers

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

8) CONTRACTUAL OBLIGATIONS

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

8.1 Unauthorized Aliens

Employment of unauthorized aliens by a contractor may constitute a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens or knowingly hires subcontractors who employ unauthorized aliens, such violation shall be cause for the Department's unilateral cancellation of the contract.

8.2 Convicted Vendors

A person or business affiliate placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for Category Two. All restrictions apply for a period of thirty six (36) months from the date of placement on the convicted vendor list.

8.3 Method of Compensation

See Payment Schedule in the attached AM Scope of Services. This Payment Schedule defines the compensation to be made to the Contractor for each month of each year for services set forth in the contract.

9) COSTS INCURRED IN PROPOSAL SUBMITTAL

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

10) CANCELLATION PRIVILEGES

Pursuant to Section 339.135(6)(a), Florida Statutes, during any fiscal year the Department shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. A statement from the Department's Office of Comptroller declaring that funds are available shall be required prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon

an annual appropriation by the Legislature. If the Department deems at any time during the term of this agreement that monies lawfully applicable to this agreement shall not be available for the remainder of this term, or that for cause the agreement shall be cancelled, the Department shall notify the Contractor in writing, with instructions as to the effective date of cancellation, whereupon the obligations of the parties herein shall end and this agreement shall be considered cancelled by mutual consent. This Contract may be canceled by the Contractor only by mutual consent of both parties.

11) ATTACHMENT TO PROPOSAL PACKAGE SUBMITTAL – CONFIDENTIAL MATERIAL

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

12) 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.

13) PROPOSAL PACKAGE MODIFICATION, WITHDRAWAL AND RESUBMITTAL

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

Requests for withdrawal of Proposal Packages after Proposal Package due date and time will be considered if received by the Department, in writing, prior to the Technical Proposal Package opening date and time.

14) PROPOSAL FORMAT INSTRUCTIONS

14.1 General Information

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

14.1.1 PART I: TECHNICAL PROPOSAL – (Proposer Name) – (Contract Number)

The Proposer must submit one (1) original, (5) copies, and one digital copy of the Technical Proposal which is to be divided into the exact eight (8) sections and applicable subsections as

described in 15.2 below. Failure of the Proposer to follow this outline will result in the rejection of the Proposal Package. The submitted Technical Proposal will become a part of the Contract and the Contractor will be expected to adhere to commitments made in the Technical Proposal. Do not include any Price Proposal information in the Technical Proposal.

14.1.2 PART II: PRICE PROPOSAL – (Proposer Name) – (Contract Number)

The Price Proposal information is to be submitted as one (1) original and () copies on the Bid Proposal form provided at the mandatory Pre-Proposal meeting.

The two separately sealed parts of the Proposal Package may be mailed or delivered together in a common envelope or container.

14.2 Presenting the Technical Proposal

Construct the Technical Proposal using 8½" x 11" paper), plus up to four (4) larger foldout pages. Use a type size of twelve (12) point or larger Times New Roman font. Use margins no less than 1" at top and 1/2" at bottom and sides. In the language of the Technical Proposal, do not use ambiguous words such as may, might, should, etc.; use only definitive statements of what the Proposer will or will not accomplish. The entire Technical Proposal is limited to a maximum of 35 total pages, not counting bindings and covers. Sequentially number all pages. A page with information on both sides is considered two pages. 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 if used, they will be acceptable in their existing form. Include all relevant material for each section with the appropriate sections; do not include any appendices, exhibits, resumes, or information in any form outside of the Section appropriate for that information.

Also provide the Technical Proposal in digital format on a CD or DVD. Acceptable formats include Microsoft Word, Adobe PDF, and HTML.

14.3 Diversity Achievement

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

14.4 Affirmative Action

The State of Florida, Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation. Further, the Florida Department of Transportation will not discriminate against proposers on the basis of race, color, sex, or national origin in consideration of an award. No company will be awarded a contract unless they have an approved DBE Affirmative Action Program Plan. Please review the "DBE Bid Package" and Section 7-24 of Attachment II of the Scope of Services for instructions for submission of a DBE Affirmative Action Plan.

14.5 Disadvantaged Business Enterprise (DBE) Utilization

The Department encourages DBE firms to compete for Department contracts, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The successful Proposer shall utilize the Department's Equal Opportunity Compliance System (www.dot.state.fl.us/equalopportunityoffice/eoc.shtml) to indicate their intention regarding DBE participation and report their actual use of DBEs as the contract progresses.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or visit their website at: www.dot.state.fl.us/equalopportunityoffice.

15) EVALUATION OF PROPOSALS

15.1 Evaluation Process:

A Technical Evaluation Committee (Committee) shall be established to review and evaluate each Technical Proposal submitted in response to this Proposal Solicitation. The Committee shall consist of at least three, but no more than five individuals with background, experience, and/or professional credentials in related service areas.

The District Contracts Office will distribute to each member of the Committee a copy of each responsive Technical Proposal. The Committee members will independently evaluate the Proposals using the Criteria for Evaluation established below. During evaluation, Committee members will assign points for each section of the Technical Proposal based on the maximum allowed in the Criteria for Evaluation. Each Committee member will total the points assigned for each Proposer and prepare and sign a technical summary. All Committee members' point total for each Proposer will be averaged to create the Proposer's Average Technical Score. Proposing firms receiving an Average Technical Score of less than 70 will be deemed non-responsive and will be eliminated from further consideration.

The Department will not give consideration to tentative or qualified commitments in the proposals. For example, the Department will not give consideration to phrases as "we may" or "we are considering" in the evaluation process for the reason that they do not indicate a firm commitment.

The Department shall not open Price Proposals until the time specified in the Schedule of Events for Public Opening of Price Proposals. The Department shall keep Price Proposals confidential until the Public Opening meeting. At the Public Opening meetings, the District Contracts Office shall open, review, and evaluate the Price Proposal packages and prepare a summary of evaluation.

15.2 Criteria for Evaluation

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

15.2.1 Technical Score

Technical Score = Average Technical Score x 70%

The following Criteria for Evaluation table establishes eight (8) Sections that each Proposer is required to address in their Technical Proposal. Each Section and subsection identifies a maximum point value determined by the District specifically for this project. No section shall have a maximum point value less than five (5).

CRITERIA FOR EVALUATION

Section		Max Points Attainable
1.	Philosophy and Understanding	5
2.	Work-Needs Analysis	15
3.	Customer Service	
4.	Incident/Emergency Response/Management	10
5.	Added Value	
6.	Past Performance	10
7.	District-Selected Topics	Max Sub Points
a.	Quality Management Plan	
b.	Scenarios & Situations	20
c.	Structure Inspection	10
d.	Structure Maintenance	10
e.	Movable Bridge Management	
f.	Bridge Surface Maintenance	
g.	Rest Area Management	
h.	Begin & End Contract Transition	
i.	Safety & MOT & Lane Availability	
j.	Management Team	10
k.	Experience	
l.	Facility Location & Capabilities	
District-Selected Topics Total Max Points (add a thru r)		50
8.	Proposer-Selected Topics	10
TOTAL		100

Instructional Narrative for CRITERIA FOR EVALUATION

When responding to sections 1 through 8, the Proposer should emphasize how innovative, unique and exceptional his or her approach is. Proposer should show how specific challenges will be addressed and how the Proposer will leverage the lessons learnt from those challenges in similar situations.

- Philosophy and Understanding** – Provide company philosophy and general business approaches. Demonstrate a total understanding of the expectations and responsibilities of contractors managing Department assets under the FDOT model for Asset Maintenance Performance-Based Contracting.
- Work-Needs Analysis** – Describe plans, methods, and mindset for performing work needs analyses, proactive deficiency identification, maintenance patrols, or any other tasks associated with determining what needs to be done in the field. Proposers should express that they understand that all work-needs assessment will be the responsibility of the Contractor, not the Department. The Committee will look for a strong emphasis on proactive methods instead of reactive methods.
- Customer Service** – Describe plans, methods, and mindset for defining, addressing, anticipating, and serving customers. Customers include local business communities, neighborhood associations, area Community Traffic Safety Teams, Transportation Planning Organizations, the general public, local

governments, environmental groups, permit and review agencies, other contractors, and any other group or individual impacted or associated with maintenance functions. The Department and its employees are customers - Department observations and requests will fall under the “Customer Service” performance measure found in the Scope of Services. Outline methods and plans for letting the public know who to contact, for receiving customer calls, for communicating with customers, and for minimizing Department involvement in resolving issues. Also describe any customer survey programs, web-based/proprietary systems for customer service logging/tracking/reporting, and other customer service applications and approaches that will be employed.

4. **Incident/Emergency Response/Management** – Describe the approach and methods that will be implemented when responding to and recovering from emergency-type incidents and events. Describe plans for managing key aspects of dealing with such events. Plans should be presented for both Governor Declared and Other Emergencies.
5. **Added Value** – Explain offers of Added Value that will be provided on this project beyond the minimum scope requirements or performance expectations, including specific actions, services, products, frequencies, efficiencies or other factors that may enhance the quality of service under this contract. Do not propose Added Value for any activity the Scope of Services expressly excluded from the scope of this contract. Note that this contract does not require any Added Value. Not proposing added value will result in zero points awarded for this section of the Technical Proposal score. Offers of Added Value could potentially add points to the Technical Proposal score, and may or may not be associated with a higher Price Proposal. All Added Value offers will become part of the Proposer’s obligations to fulfill as part of the contract.
6. **Past Performance** – Use this Section as an opportunity to present, explain, and describe any form of past performance evaluations, accolades, or results achieved on Department AMPERs and Asset Maintenance Contracts, as well as on relevant non-Department contracts with other agencies, states, or countries. The focus of this Section should be on presenting and describing performance ratings, evaluations, and results, not on experience gained. For all contract-related past performance, report the contract number, contract value, general scope, and a summary of performance results for each contract. Performance results shall include, as a minimum, actual performance ratings and associated evaluations, information regarding any deductions from payment due to failure to meet contract performance measures, and if any contract was terminated early, the reasons for termination. If there is prior experience and history working with the Department on Asset Maintenance contracts, provide all AMPER results for at least the last two years along with relevant narrative concerning the scores. For non-Department contracts, provide contact information to allow the Department to verify past performance claims.
7. **District-Selected Topics** – Listed in the Criteria for Evaluation chart are sixteen (16) standard and up to two (2) District-defined topics. The District has selected at least three (3), but not more than seven (7), of these topics that Proposers shall include in their Technical Proposals as subsections to Section 7. The maximum point value for each selected subsection is shown in the Criteria for Evaluation chart. Topics with no point values assigned in the chart have not been chosen and shall not be included in Technical Proposal under Section 7. A description of each District-selected topic is provided below:
 - i. **Scenarios & Situations** – Explain how you would respond to the following scenarios:
 - i. You receive a customer complaint that a movable bridge is making a lot of noise and is “jumping 3 feet” when trucks go over. The customer is very concerned the bridge

is falling apart. Explain your company's response

- ii. You receive a report that a bridge has malfunctioned and is stuck in the open position. Initial reports say a VFD drive has failed. Attempts to "Drift" the bridge closed have failed due to the bridge being tail heavy. Explain how your company would respond and what steps you would take to minimize failures like this in the future.

- ii. Structure Inspection – Describe your approach to the inspection of the following structures:
 - i. Bascule/Movable
 - ii. Florida I Beam
 - iii. Segmental Boxes
 - iv. Straight and curved steel boxes
 - v. Tunnel

- iii. Structure Maintenance – Explain your approach and planning to preventive, routine and periodic maintenance, and major repairs. Additionally, describe how you will use these maintenance activities to ensure all structures perform as intended.

Management Team and Staffing – The Management Team plan shall identify the various staffing levels, including key managerial and supervisory personnel as well as office location and operational capabilities, for each area of the work as described in the Scope of Services. It shall clearly describe the functions and responsibilities of each staff member listed and tasks to be performed.

8. **Proposer-Selected Topics** – Section eight (8) allows each Proposer the freedom to include any information addressing any additional topics of the Proposer's choosing, including any of the unselected topics listed in Section 7. Proposers should select additional topics that they feel are important and helpful to the Committee when evaluating Proposals, yet are not required for inclusion by any other Section.

15.2.2 Price Score

Price analysis is conducted through the comparison of price quotations submitted.

Price Score = 100 x (Lowest Bid / Proposer's Bid) x 30%

15.2.3 Total Proposal Score

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

Total Proposal Score = Technical Score + Price Score

16) AWARD OF THE CONTRACT / NOTICE TO PROCEED

The Contractor will be authorized to begin work when they receive an executed contract and a written Notice to Proceed issued by the Contract Manager.