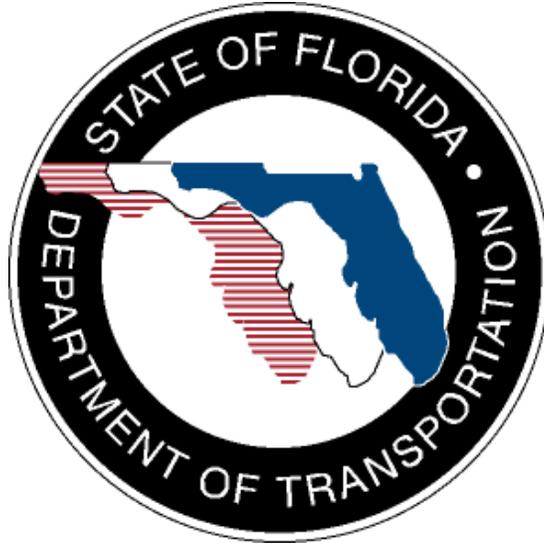


Date

RFP Revision Date: 1/18/13

**State of Florida
Department of Transportation**



Contract #

Financial Project Number (s)

DBE Availability %

**REQUEST FOR PROPOSAL (RFP)
PERFORMANCE BASED (PB) CONTRACT
PROPOSAL REQUIREMENTS**

MAIL OR DELIVER PROPOSAL PACKAGES TO:

<input type="text"/>
<input type="text"/>
<input type="text"/>

By overnight mail or hand-deliver:

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Mail Via US Postal Service:

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

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ATTACHMENTS:

Select the item(s) that apply

Performance Based Work Type Options:

- Drug Free Workplace Program Certification, #375-040-18
- Letter of Signature Authority (if applicable)
- Addenda, if applicable

PRICE PROPOSAL FORMS

- Bid or Proposal Bond Form #375-020-09
- DBE Forms #275-030-11
- Proposal Blank Asset Maintenance Form #375-020-56
- Bid Proposal Price Sheet, Form #850-070-20

CONTRACT FORMS

- AM Contract Form #375-020-58
- Annually Renewed Performance Bond Form #375-020-59
- Contract Affidavit Form #375-020-30

Other:

SPECIAL CONDITIONS

1) TECHNICAL PROPOSAL SUBMITTAL

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

Project Location (s) and Work Description:

The Department intends to award this contract to the responsive and responsible Proposer whose Proposal Package receives the highest score (Technical Proposal Score plus Price Score) upon evaluation by the Department. After the award, said Proposer will be referred to as the "Contractor".

Details of the services, information and items to be furnished by the Contractor are described in the AM Scope of Services/BVP Specifications with Attachments, attached hereto and made a part thereof.

2) CONTRACTOR REGISTRATION

All contractors shall be registered with the State of Florida. If not please complete on-line registration at http://www.dms.myflorida.com/egovernment_tools/myflorida_marketplace 866-352-3776 for assisted registration.

3) MYFLORIDAMARKETPLACE TRANSACTION FEE

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

4) SCHEDULE OF EVENTS

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

SCHEDULE OF EVENTS

ACTIVITY:		
DATE	TIME (Local)	LOCATION
Deadline for submission of written questions prior to the pre-proposal meeting.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 80px;" type="text"/>
*Mandatory Pre-Proposal Meeting	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 60px;" type="text"/>
**Final Deadline for Technical Proposal Questions (Written)	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 60px;" type="text"/>
Department reply to Proposer Technical Questions.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 60px;" type="text"/>
Technical and Price Proposals Due	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 60px;" type="text"/>
Technical Review Committee Meeting and Public Announcement of Technical Scores, Public Opening of Price Proposals and Public Announcement of Prices	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 90px;" type="text"/>
Selection Committee Meeting	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 60px;" type="text"/>
Posting of Department's Decision to Award	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 80px;" type="text"/>
Anticipated Award Date	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 90px;" type="text"/>

*** MANDATORY PRE- PROPOSAL MEETING**

**** FINAL DEADLINE FOR TECHNICAL PROPOSAL QUESTIONS (WRITTEN)**

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

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

During and after the meeting, it is the responsibility of the Contract Manager/Contracting Unit to ensure that each Proposer develops their technical proposal with the same information. If a Proposer receives information from the Department relating to the 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 Firm regarding the contract details.

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

**** RFP QUESTIONS & ANSWERS**

Any technical questions arising from this RFP must be forwarded, in writing, to the procurement agent at the address indicated above. In order for technical questions to be answered in a timely fashion, technical questions must be received no later than the date and time shown in Section 4 above.

The Department's written responses to written inquiries submitted timely by potential Proposers will be provided to all perspective Proposers by hard copy or Internet at

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

Only written inquiries from potential Proposers, which are signed by persons authorized to contractually bind the Proposers, will be recognized by the Department as duly authorized expressions on behalf of the potential Proposers.

5) CONTRACT RENEWAL

The initial term of the contract will be years and is anticipated to begin on (Date)
Renewals shall be at the sole discretion and option of the Department and must be agreed to in writing by both parties.

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

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

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

It is the responsibility of all potential Proposers to monitor this site for any changing information prior to submitting your Proposal. All addenda will be acknowledged by signature and subsequent submission of addenda with the technical proposal when so stated in the addenda.

7) PROPOSER QUALIFICATIONS

7.1 General

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

7.2 Qualifications of Key Personnel

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

7.3 Authorized To Do Business in the State of Florida

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

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6500
<http://www.MyFlorida.com>

7.4 Licensed to Conduct Business in the State of Florida

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

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

7.5 Review of Facilities and Qualifications

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

8) DEPARTMENT RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

8.1 General

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

8.2 Responsiveness of Proposals

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

All Proposals must be typed or printed in ink. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained.

8.3 Multiple Proposals

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

8.4 Other Conditions

Other conditions which may cause rejection of Proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet contractual obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the Listing of Parties Excluded from Federal Procurement and Non procurement Programs, or the Proposer's or it's affiliate (s) qualification to propose is suspended, revoked, or denied by any public agency or semi-public agency.

8.5 Waivers

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

9) CONTRACTUAL OBLIGATIONS

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

9.1 Unauthorized Aliens

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

9.2 Discrimination

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 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.

9.3 Liability Insurance

The Contractor must have and maintain during the initial term of this contract and all renewal periods, the following policies/coverages, with a company authorized to do business in Florida:

Comprehensive General Liability Insurance, providing Combined Single Limits of One million dollars (\$1 million) per occurrence, Five million dollars (\$5 million) annual aggregate, and Products/completed operations with an annual aggregate of at least Two million dollars (\$2 million). The Comprehensive General Liability coverages may be provided in a single policy or in combination with an Umbrella/Excess policy (Occurrence) having limits of Four million dollars (\$4 million) each occurrence and annual aggregate. The umbrella/excess liability insurance policy or specific excess policy shall provide coverages that are no less broad than those provided by the scheduled underlying primary policies. Policy inception and expiration dates must also be concurrent with the inception and expiration dates of the primary underlying liability policies. The Contractor shall cause the Department to be an additional insured party on the Comprehensive General Liability and Umbrella/Excess insurance policies that insure the Contractor for the work that it performs under the Contract.

Automobile Liability insurance providing coverage of a Combined Single Limit (each accident) of One million dollars (\$1 million) for: "Any Auto, All Owned Autos and Hired Autos." The Contractor shall cause the Department to be an additional insured party on the Automobile Liability policy that insures the Contractor for the work that it performs under the Contract.

Professional liability insurance policy affording Professional Liability Coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$1,000,000.

The Contractor will submit certificates of insurance reflecting the foregoing coverages and copies of policy endorsements causing the Department to be an additional insured on the respective policies prior to contract execution. Within 30 days after execution of the contract the Contractor will provide to the Department a complete copy of all insurance policies.

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

See Payment Schedule in the AM Scope/BVP PB Specifications.

Purpose:

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

Compensation:

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

9.5 Payment and Compensation of Funds

Payments and compensation will be as per the Asset Maintenance Scope of Service/ BVP PB Specifications.

10) 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.

11) 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.

12) DRUG-FREE WORKPLACE PROGRAMS

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

13) ATTACHMENT TO PROPOSAL PACKAGE SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Name of Proposer, Attachment to Proposal Package, Technical or Price Proposal (as applicable), Contract # Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the Proposal will be considered waived by the Proposer upon submission, effective after opening.

14) COPYRIGHTED MATERIAL

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

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

15.1 Modification, Withdrawal and Resubmittal

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

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

16) PROPOSAL FORMAT INSTRUCTIONS

16.1 General Information

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

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

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

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

16.2 Technical Proposal (Part I) (1 original + copies)

(Do not include price information in Part I)

The Proposer must submit one (1) original and () copies of the technical proposal which are to be divided into the sections described in 17.2 below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the Proposal Package. Understand that the submitted Technical Proposal will become a part of the Contract and the Contractor will be expected to adhere to commitments made in the Technical Proposal.

16.3 Price Proposal (Part II) (1 original + copies)

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

16.4 Presenting the Proposal Packages

The Proposal Packages shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than ten (10) point font. The packages should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion. The Technical Proposal shall not use words such as may, might, should, etc. Use only statements of what the Proposer will or will not accomplish.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired. It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format.

It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

16.5 Diversity Achievement

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

16.6 Affirmative Action

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

16.7 Disadvantaged Business Enterprise (DBE) Utilization

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

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

17) EVALUATION OF PROPOSALS

17.1 Evaluation Process:

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

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

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

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

17.2 Criteria for Evaluation

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

17.2.1 Technical Proposal (accounts for 60 to 70% of score)

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

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

17.2.2 Price Proposal (accounts for 30 to 40% of score)

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

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

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

17.2.3 Total Proposal Score

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

Total Proposal Score = Technical Score + Price Score

18) AWARD OF THE CONTRACT/NOTICE TO PROCEED

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

- a) An executed contract

And

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