

**State of Florida
Department of Transportation**



INVITATION TO BID

District Five Intersection Movement Counts (IMC)

ITB-DOT-18-19-5017-INMC

Florida Department of Transportation
District Five Headquarters
719 South Woodland Boulevard
DeLand, Florida 32720-6834

INTRODUCTION SECTION

1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids to establish a two year contract for the purchase of IMC and stop bar detection equipment for selected locations by the Department of Transportation, hereafter referred to as the "Department". The contract will become effective on the date the successful bidder is approved for award and will expire two years from that date. After the award, said bidder will be referred to as the "Vendor".

All commodities identified in this Invitation to Bid will be subject to the availability of identical commodities as provided by mandatory Department of Management Services' State Contract(s) at such time these commodities become available. In the event of duplication(s) of commodities, the Department of Management Services' mandatory State Contract shall prevail.

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 bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

ACTION / LOCATION	DATE	LOCAL TIME
ADVERTISEMENT DATE	April 10, 2019	
DEADLINE FOR ALL QUESTIONS	April 17, 2019	10:00AM
POSTING OF ALL QUESTIONS AND ANSWERS	April 18, 2019	4:00PM
BIDS DUE (ON OR BEFORE) Florida Department of Transportation Procurement Office MS-4-524 Attention: Jennifer Allcock 719 South Woodland Boulevard DeLand, Florida 32720-6834 386-943-5000	April 24, 2019	2:00PM
PUBLIC OPENING (same address as above)	April 24, 2019	3:00PM
SELECTION COMMITTEE MEETING TO DETERMINE INTENDED AWARD (same address as above)	April 29, 2019	9:00AM
POSTING OF INTENDED DECISION/AWARD (must post for 72 hours)	April 29, 2019	10:00AM to 2:00PM

3) AGENDAS FOR PUBLIC MEETINGS

BID OPENING AGENDA

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Timeline. All bid openings are open to the public and will be conducted according to the following agenda:

Opening remarks – Approximate time of 2 minutes by Department Procurement Office personnel.

Public input period – To allow a maximum of 15 minutes total for public input related to the bid solicitation.

Bids opened – At conclusion of public input or 15 minutes, whichever occurs first, bids received timely will be opened with bidder's name and prices to be read aloud.

Adjourn - After all bids received timely have been opened, the meeting will be adjourned.

SELECTION COMMITTEE MEETING AGENDA

Opening remarks - 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 ITB Solicitation

Summarize - Price Proposal Scores

Announce - Anticipated Award decision(s)

Adjourn meeting

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, 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).

5) CONTRACT USE

Use of the contract resulting from this bid will be optional for the Department. The Department reserves the right to solicit separate bids for any unusual or abnormal quantity requirements that may arise during the term of the contract.

6) ESTIMATED PURCHASES

The Department anticipates purchasing the items listed on the Bid Price Proposal Form, Form No. 2, however the quantities are unknown at this time during a two (2) year period. The Vendor(s) shall supply, at the unit price bid, the actual quantities ordered regardless of whether the total of such quantities is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

BIDDERS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective bidders 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.

All questions arising from this Invitation to Bid must be forwarded, in writing, to the email address 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 bidders 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 bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

ALL QUESTIONS should be submitted to:
D5.ProcurementQuestions@dot.state.fl.us

4) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder 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 bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

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 the recruitment and utilization of small, minority, women, and service-disabled veteran businesses. 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.

6) PRICES/DELIVERY

Prices shall be firm, net, delivered prices, F.O.B. destination.

Delivery must be made within thirty (30) calendar days or less upon receipt of a purchase order by the contract vendor at their designated ordering location. If more time is needed, the bidder should state the extra time required and the reasons why, in their bid response. Acceptance will be subject to the Department's approval.

7) IN-STATE PREFERENCE FOR COMMODITY BIDS

NOT APPLICABLE BECAUSE FEDERAL FUNDS WILL BE USED FOR THIS BID.

8) INTENDED AWARD

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and / or on a statewide basis with one or more suppliers to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statute. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

9) PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.

10) ALTERNATES

Alternate brands will be considered for this bid. The "Department" reserves the right to require each bidder to demonstrate to the satisfaction of the "Department" that the items/materials will perform in a completely acceptable manner. In the event the "Department" judges that the demonstrated performance is unsatisfactory, the "Department" may reject the bid. The bidder must be prepared to demonstrate the materials within fourteen (14) days after the bid opening date. Demonstration time and place is subject to agreement of the "Department" and the bidder.

Bidders submitting a bid that is based on an alternate brand of equipment must submit, with their bid, complete specifications and descriptive technical literature for the equipment proposed.

11) WARRANTY/SUBSTITUTIONS

A warranty is required on all items purchased 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 these criteria must be documented in

the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

12) REPLACEMENT/RESTOCKING

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.

13) PRODUCT REQUIREMENTS/SPECIFICATIONS

Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

14) ACCEPTANCE

All items listed in the specifications, delivered to the Department not meeting specifications or 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.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

Should the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, 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 bid.

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid 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 bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid 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 ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid (see "RESPONSIVENESS OF BIDS"). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF BIDS

Bids 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 bids must be typed or printed in ink. A responsive bid is an offer to provide the items specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the specifications and instructions herein contained. A bid 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, modifying the bid specifications, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of

experience or expertise to provide the required items, and failure to perform or meet financial obligations on previous contracts. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

22) REQUIRED DOCUMENTS

The bidder must use the attached Bid Price Proposal Sheet Form No. 2 to submit its bid. The Bid Price Proposal Form, Form No. 2 must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

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 bid 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 ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder 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 Invitation to Bid, Number ITB-DOT-18-19-5017-INMC - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

26) MAIL OR DELIVER BIDS TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
Procurement Office MS-4-524
Attention: Jennifer Allcock
719 South Woodland Boulevard
DeLand, Florida 32720
386-943-5000**

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

27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

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 bidder 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.

28.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 28.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

28.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid 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 bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

29) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and post-consumer recovered materials. If the item(s) specified in the Technical Specification is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid

request is for the product as specified herein and does not require prices for recycled product. This information should be sent as part of your bid response or may be sent separately.

30) PRICE ADJUSTMENTS

Price(s) shall remain firm for the life of the contract. Price adjustments will not be allowed.

31) DELIVERY LOCATION(S)

The primary point of delivery for this contract will be Florida Department of Transportation, 719 South Woodland Boulevard, DeLand, Florida 32720-6834, but bid prices will include delivery to other locations within the District. Those locations will be listed on each Purchase Order issued.

32) CANCELLATION

All contract obligations shall prevail for at least one hundred and eighty (180) days after the effective date of the contract. For the protection of both parties, this contract may be cancelled in whole or in part after one hundred and eighty (180) days by either party giving thirty (30) days prior written notice to the other contract party. The contract may, also, be cancelled by the Department for nonperformance (default) in accordance with Rule 60A-1.006(3), F.A.C.

33) ORDERING INSTRUCTIONS

Manufacturers are encouraged to bid direct naming dealers who will accept orders and complete deliveries. Bidders must include complete ordering instructions, including FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID), for invoicing dealers, with the bid on a separate sheet.

34) ORDER QUANTITIES

No minimum order quantities will be accepted. The Department will order as needed in the quantities needed.

35) INVOICING

Invoices must match units specified on the Purchase Order.

36) FORMS

The Bidder must complete all required items below and submit them as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and the bid may be subject to rejection.

Registration Form, Form No. 1

Bid Price Proposal Form, Form No. 2

Vendor Data Sheet, Form No. 3

Drug-Free Workplace Program Certification, Form No. 4

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) Form No. 5

DBE Utilization Form, Form No. 6

Public Records Form, Form No. 7

37) TERMS AND CONDITIONS

37.1 General Contract Conditions (PUR 1000) See Attached

37.2 General Instructions to Respondents (PUR 1001) See Attached

37.3 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.

38) ORDER OF PRECEDENCE

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

Special Conditions

Technical Specifications

Bid Sheet

MFMP Purchase Order Terms and Conditions – **Section 8(B), PRIDE, is not applicable when using federal funds.**

General Instructions to Respondents (PUR 1001)

General Contract Conditions (PUR 1000)

Introduction Section

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

- 1. The "Bid Sheet" has been filled out completely, signed, and enclosed in the bid response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the bid response, if applicable.
- 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the bid response.
- 5. The Technical Specifications section has been thoroughly reviewed for compliance to the bid requirements.
- 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- 7. The "Certification of Recycled Content" form, (if applicable) has been filled out completely and enclosed in the bid response.
- 8. The "Ordering Instructions" form has been completed and enclosed in the bid response.
- 9. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- 10. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- 11. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:

Bid No.: ITB-DOT-18-19-5017-INMC

Title: District Five Intersection Movement Counts (IMC)

Opening Date & Time: See "TIMELINE" in INTRODUCTION SECTION

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1001 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 3, 4, 5, 12, 13, 14, 19, 20, and 21 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1001 General Instructions to Respondents

Contents

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

Sections deleted PUR 1001 3, 4, 5, 12, 13, 14, 19, 20, 21.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted Vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted Vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.

- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a Vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. ~~Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).~~

13. Electronic Posting of Notice of Intended Award. ~~Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fen.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.~~

14. Firm Response. ~~The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.~~

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of replies from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. ~~Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.~~

20. Protests. ~~Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.~~

~~Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy two hours after the posting of the solicitation.~~

~~Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

Sections deleted PUR 1001 3, 4, 5, 12, 13, 14, 19, 20, 21.

~~Section 28 110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."~~

~~**21. Limitation on Vendor Contact with Agency During Solicitation Period.** 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.~~

DISTRICT FIVE INTERSECTION MOVEMENT COUNTS (IMC)

TECHNICAL SPECIFICATIONS

ITB-DOT-18-19-5017-INMC

1 Description.

Furnish vehicle detection systems in accordance with the Contract Documents that meet the requirements of the FDOT Standard Specifications 660 Vehicle Detection System and this Specification and are listed on the Department's Approved Product List (APL).

2 Materials.

2.1 Turning Movement Count Detection Systems: Turning movement count detection systems are stop bar detection and traffic data detection systems that produce a data output in XML or JSON of vehicle turning movement count segmented per lane and per movement at a time interval of 1-minute or less. Ensure the Turning Movement Count Detection System processes all of the data output locally at the intersection level and does not require access to the cloud to provide the data output feed. Movement type shall be defined as either: through, left, right, or U-turning movements. Ensure the turning movement count data is collected throughout all time of system operation. Ensure that the turning movement count data and equipment communication interfaces facilitate transmission of turning movement count data over TCP/IP networks using Ethernet.

Ensure that the turning movement count data output is compliant with the Department's ITSQA – TMC API.

Ensure that the system is listed on the Department's APL as being capable of providing stop bar vehicle presence and traffic data detection as needed at signalized intersections.

2.1.1 Mechanical Requirements: Ensure equipment is permanently marked with manufacturer name or trademark, part number, and date of manufacture or serial number. Ensure that all parts are made of corrosion-resistant and UV-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal. Ensure that all fasteners exposed to the elements are Type 304 or 316 passivated stainless steel.

2.1.2 Environmental Requirements: Meet the environmental requirements of NEMA TS-2-2003.

2.2 Turning Movement Count Detection System Performance Requirements: Provide a turning movement count vehicle detection system capable of meeting accuracy levels of 90% reporting accuracy per lane, up to the maximum number of lanes that the system can monitor as specified by the manufacturer.

2.2.1 Vehicle Presence and Traffic Data Detection Performance: Meet the requirements of Sub article 660-2.2 and Sub article 660-2.3 of the *January 2019 FDOT Standard Specifications for Road and Bridge Construction*.

2.2.2 Data Accuracy: The turning movement count system shall provide a minimum accuracy of 90% as measured per lane per one-hour period.

2.2.2.1 Calculation of Turning Movement Count Accuracy: Compute turning movement count vehicle detection accuracy as described in this subsection.

Determine individual lane volume accuracy per hour per movement by subtracting from 100% the absolute difference of the total volume measured by the detector and

the ground truth volume measurement, divided by the ground truth volume measurement, expressed as a percentage.

In the equation below, “TOD” represents the time of day hour and could vary from 1 to 24. The subscript “i” represents a lane at the detection zone on the roadway segment and could vary from 1,..., N, where “N” is the maximum number of lanes being detected. The subscript “m” represents vehicular movement where T=through, L=left, R=right, and U=U-turn. Substitute other time of day, lane numbers and vehicular movements as necessary to determine the accuracy for each lane, of each movement, during each one-hour period (i.e., Lane 1, Lane 2, 8:00, 13:00, R, L, etc).

Variables and subscripts used in the equations below are identified as follows:

VT = Total volume

VD = Vehicle detection data (in this case, count data)

GT = Ground truth measurement utilizing a reliable method approved by the Engineer.

VA = Volume accuracy

$$VA_{TOD,ln_i,m} = 100 - \frac{|VT_{TOD,VD,ln_i,m} - VT_{TOD,GT,ln_i,m}|}{VT_{TOD,GT,ln_i,m}} \times 100$$

Where:

$VA_{TOD,ln_i,m}$ = Volume accuracy for early morning traffic conditions in the i^{th} lane.

$VT_{TOD,VD,ln_i,m}$ = Total volume of movement m, for the one-hour period using the vehicle detector in the i^{th} lane.

$VT_{TOD,GT,ln_i,m}$ = Total volume of movement m, for the one-hour period in the i^{th} lane using human observation or another method approved by the Engineer.

3 Warranty.

Ensure that the detection system has a manufacturer’s warranty covering defects for a minimum of two years from the date of final acceptance by the Engineer in accordance with Section 5-11 and Section 608 of the *January 2019 FDOT Standard Specifications for Road and Bridge Construction*.

Ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department or the maintaining agency.

4 Method of Measurement.

The furnish Contract unit price for each component of a Turning Movement Count detection system will include furnishing of all materials, equipment, hardware, operational software packages and firmware, supplies, support, personnel training, shop drawings, warranty documentation, and incidentals necessary for a functional system.

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1000 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1000

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one-time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional

prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after~~

~~receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor'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 Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.

CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. 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 or by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension

or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. ~~The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities

under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless

the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.~~

~~**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.~~

~~**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.~~

~~Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.~~

~~Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.~~

~~The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.~~

~~Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.~~

~~Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the~~

~~Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract 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 contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.~~

~~**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

~~**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.~~

~~State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.~~

~~**44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.~~

~~**45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.~~

~~**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.~~

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT A

SCOPE OF SERVICES

District Five Intersection Movement Counts (IMC)

ITB-DOT-18-19-5017-INMC

Florida Department of Transportation District 5 is procuring equipment to upgrade existing signalized intersections along key corridors throughout District 5. These upgrades will add stop bar detection and Intersection Movement Count (IMC) capabilities. Contracts resulting from this bid will furnish equipment to be installed by a Florida Department of Transportation (FDOT) contractor under the guidance and supervision of the awarded Vendor or the Vendor's representative. The IMC equipment shall meet the requirements provided in the *Turning Movement Count Detection System Technical Specifications* section of this ITB and the FDOT Standard Specifications 660 Vehicle Detection System and be listed on FDOT's Approved Products List (APL) as a Vehicle Detection System.

The Vendor shall furnish the appropriate number and type of detectors—along with all ancillary equipment such as but not limited to cabling, communication cards, detector mounting hardware, surge suppression devices, and processors—to enable functional installation of the IMC equipment and any software packages required for IMC functionality for a minimum term of five years. The collective equipment and software required for IMC functionality at an intersection is referred to as an IMC system. The Vendor shall also complete any software interface modifications necessary—before IMC system delivery—to make their system compliant with the Department's Intelligent Transportation Systems Integration Quality and Analysis (ITSIQA) Application Programming Interface (API) for TMC data; the *Interface Control Document for: ITSIQA – TMC API* has been attached for reference.

The Vendor shall furnish IMC systems for all intersections listed in Table 1. Prior to delivery, the Vendor must review each intersection to verify that the proper equipment and sufficient materials are being supplied for IMC installation. Vendor shall furnish a system compatible with existing Synchro Green ASCT present at any Table 1 location. Table 2 provides three archetypical intersections meant to be used by the Vendor to determine the IMC system requirements at a large, medium, and small intersection. The Vendor shall provide a bid unit cost for an IMC system at each of these archetypical intersections, then furnish IMC systems on an as-needed basis at the bid unit cost in quantities to be determined by the Department. For each archetypical intersection, the IMC system is to cover an intersection up to the size of the sample location. The small intersection shall cover up to an intersection the size of the archetypical small. The medium intersection shall cover anything above the size of the small up to the size of the archetypical medium. The large intersection shall cover anything above the size of the medium up to the size of the archetypical large.



Transportation Systems Management & Operations

**District Five Intersection Movement
Counts (IMC)**

ITB-DOT-18-19-5017-INMC

Interface Control Document for: ITSIQA

Turning Movement Counts

Application Programming Interface

(TMC API)

Version: 1.2

Approval date: 12/29/2018

Attachment 1



DOCUMENT CONTROL PANEL

File Name:	ITSIQA - TMC API - Interface Control Document - 2018-12-29.docx	
File Location:		
Version Number:	1.2	
	Name	Date
Created By:	Natesh Kirpalani, AECOM	10/08/2018
Reviewed By:	John Hope, AECOM	10/14/2018
	Natesh Kirpalani, AECOM	11/09/2018
	Clay Packard, VHB	11/12/2018
	Katie King, Metric Engineering	11/12/2018
	Natesh Kirpalani, AECOM	12/29/2018
Modified By:	Natesh Kirpalani, AECOM	10/08/2018
	John Hope, AECOM	11/08/2018
	John Hope, AECOM	11/12/2018
	John Hope, AECOM	12/29/2018
Approved By:		

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List of Acronyms and Abbreviations

API.....	Application Programming Interface
FDOT	Florida Department of Transportation
ICD.....	Interface Control Document
ITSIQA	Intelligent Transportation Systems Integration Quality and Analysis
TMC.....	Turning Movement Count
WSDL.....	Web Service Definition Language
XML.....	Extensible Markup Language

1. Overview

1.1 Document Overview

The purpose of this document is to provide an Interface Control Document (ICD) for Intelligent Transportation Systems Integration Quality and Analysis (ITSIQA) Application Programming Interface (API) for receiving Turning Movement Count (TMC) data.

1.2 System Overview

The ITSIQA TMC API utilizes Web Service Definition Language (WSDL) software to receive incoming TMC data and/or respond to requests with ITSIQA intersection configuration information. Per standard WSDL protocol, data is formatted in XML with parameters specified in this document.

The following diagram describes the data flow at a high level.

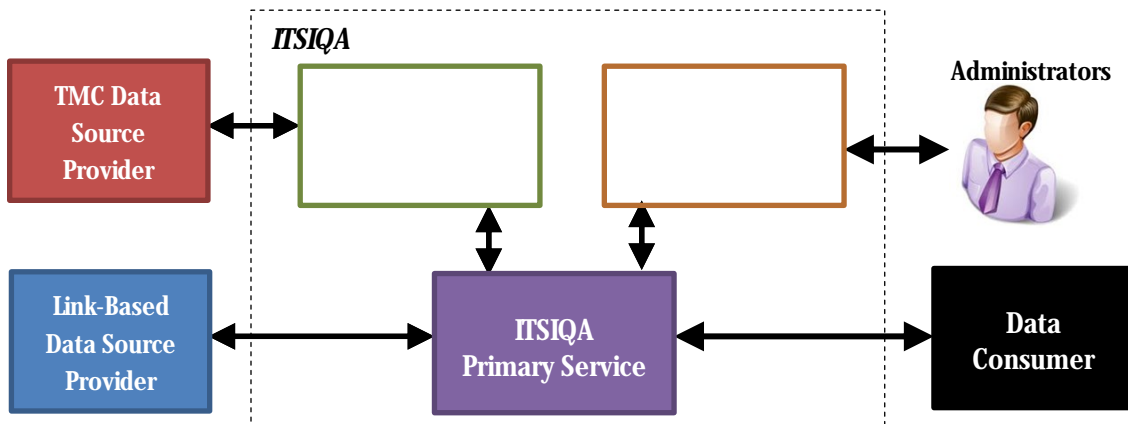


Figure 1: High Level Description of ITSIQA TMC API Software

TMC Data Source Providers are the primary users of the ITSIQA TMC API. TMC Data Source Providers calls WSDL methods to request intersection configuration information housed in the ITSIQA configuration database. The ITSIQA TMC API retrieves requested data from the ITSIQA database and the ITSIQA Primary Service and responds with this data to the TMC Data Source Provider. Other WSDL methods are available to push turning movement count information from TMC Data Source Providers to the ITSIQA TMC API and then onto the ITSIQA Primary Service. ITSIQA consolidates all receives data and produces both link-based and TMC output to Data Consumers.

2. Connecting to API

The ITSQA TMC API is accessible as a standard WSDL web service via a Universal Resource Location (URL) on port 80. TMC Data Source Providers can access methods using the following path:

http://{ITSQA IP}/TMCAPI

The ITSQA TMC API does not maintain persistent sessions with TMC Data Source Providers. TMC Data Source Providers initiate all requests. Once the ITSQA TMC API responds to a request, the transaction is logged, data received is passed onto the ITSQA Primary Service, and then the session is closed and forgotten.

A TMC API tester application is available with the source code to assist developers in connecting to and calling methods through the API.

2.1 Success Response

Success responses are returned for input request methods that are successfully received and processed. The format of the response should include the following:

```
<NameOfMethod>  
  <TimeStamp>01/01/1900 3:39:41 PM</TimeStamp>  
  <Status>Success</Status>  
  <Detail>Success</Detail >  
</NameOfMethod>
```

Note that the actual responses will use the name of the method rather than “NameOfMethod”. The given timestamp is the date and time in local time that the method was processed.

When output request methods are successfully received and processed, the response will be the requested data. Section 2.3 of this document describes the output XML from the output request methods.

2.2 Error Response

Error responses are returned for input or output request methods that are not successfully received or processed. The format of the response should include the following:

```
<NameOfMethod>  
  <TimeStamp>01/01/1900 3:39:41 PM</TimeStamp>  
  <Status>Error</Status>  
  <Detail>Some sort of error details</Detail >  
</NameOfMethod>
```


Note that the actual responses will use the name of the method rather than “NameOfMethod”. The given timestamp is the date and time in local time that the method was processed. The value of Detail will include a message in English that describes the nature of the error. Specific data fields and values in question will be provided in Detail if applicable.

2.3 Output Request Methods

The following output request methods are available from the ITSQA TMC API.

- Ø **GetIntersectionNetwork()** – Returns configuration information for all intersections contained with ITSQA.
- Ø **GetIntersectionNetwork(Latitude, Longitude, Radius)** – Returns configuration information for intersections within the circle defined by the given Latitude and Longitude coordinates in degrees and radius in miles.
- Ø **GetIntersectionNetwork(CountyList)** – Returns configuration information for intersections within the given comma-delimited list of counties. Table 1 defines all valid county names.
- Ø **GetCountyList()** – Returns complete list of valid county names, as noted in Table 1.
- Ø **GetVehicleClassList()** – Returns complete list of valid vehicle classification bins per current FDOT standards, as noted in Table 2.

Table 1: Valid County Names

Alachua	Franklin	Lee	Pinellas
Baker	Gadsden	Leon	Polk
Bay	Gilchrist	Levy	Putnam
Bradford	Glades	Liberty	Santa Rosa
Brevard	Gulf	Madison	Sarasota
Broward	Hamilton	Manatee	Seminole
Calhoun	Hardee	Marion	St. Johns
Charlotte	Hendry	Martin	St. Lucie
Citrus	Hernando	Miami-Dade	Sumter
Clay	Highlands	Monroe	Suwannee
Collier	Hillsborough	Nassau	Taylor
Columbia	Holmes	Okaloosa	Union
DeSoto	Indian River	Okeechobee	Volusia
Dixie	Jackson	Orange	Wakulla
Duval	Jefferson	Osceola	Walton
Escambia	Lafayette	Palm Beach	Washington
Flagler	Lake	Pasco	

Table 2: Valid Vehicle Classifications

Vehicle Classification Bin	Classification Definition
Bin1	Vehicles of lengths up to 10 feet.
Bin2	Vehicles of lengths between 10 and 24 feet.
Bin3	Vehicles of lengths between 10 and 54 feet.
Bin4	Vehicles of lengths greater than 54 feet.
Bin5	<i>Not used.</i>
Bin6	<i>Not used.</i>
Bin7	<i>Not used.</i>
Bin8	<i>Not used.</i>

The following sections describe each output request method in more detail.

2.3.1 *GetIntersectionNetwork*

This method provides all intersection configuration that exists within ITSQA. This information does not change frequently. It is recommended that this function not be called more than once per day.

Intersection configuration data is provided in XML format. Table 3 describes the fields reported.

Table 3: Intersection Configuration Fields

Data Field	Data Description	Example Value
Intersections / TimeStamp (attribute)	Date and time when configuration was last updated, in local time.	6/18/2018 8:52:39 AM
Intersections / Intersection	XML element containing all configuration information related to each intersection. The number of intersections varies depending on the list of counties configured for the Data Output Stream and the enabled intersections within each county.	<Intersection>... </Intersection >
Intersections / Intersection / ID	Unique alpha-numeric identifier for the reported intersection. External systems should not make any assumptions of the format of this identifier other than it is unique to the reported intersection.	ORL-00254
Intersections / Intersection / Location	XML element containing Latitude and Longitude values, indicating the geographic center of the intersection.	<Latitude> 29.285916 </Latitude> <Longitude> -81.083468 </Longitude>

Data Field	Data Description	Example Value
Intersections / Intersection / County	Name of the county where the intersection is located. An intersection has exactly one county associated with it. The value for this field is one of the county names listed in Table 4.	Orange
Intersections / Intersection / Approaches / Approach	XML element containing all configuration information related to each approach within an intersection. The number of approaches varies with each intersection, although a common two-road intersection typically has four approaches.	<Approach>... </Approach >
Intersections / Intersection / Approaches / Approach / ApproachID	Unique alpha-numeric identifier for the reported approach. External systems should not make any assumptions of the format of this identifier other than it is unique to the reported approach.	ORL-00254-00001-N
Intersections / Intersection / Approaches / Approach / Road	Name of the reported roadway on which the approach is located. Roadway names are named using standard formatting for interstates, US roads, state roads, and county roads, using the format I-XXX, US-XXX, SR-XXX, and CR-XXX, respectively, where XXX is the integer associated with road. If a road has multiple names, only one is used. All roads are consistently reported. All approaches on I-4, for example, will have a Road value of I-4.	I-4 SR-408 US-441
Intersections / Intersection / Approaches / Approach / RoadID	Unique identifier for the roadway on which the approach is located.	1517
Intersections / Intersection / Approaches / Approach / MileMarker	Optional field that provides a mile marker closest to the intersection. If populated, this value may range from 0 to 65,000 and may have any number of significant digits.	10 23.1 1.5542
Intersections / Intersection / Approaches / Approach / Direction	Direction of travel for the approach. Each approach has exactly one reported direction of travel. The only values for this field include one of the following: Northbound, Southbound, Eastbound, or Westbound	Northbound
Intersections / Intersection / Approaches / Approach / Lanes / Lane	XML element containing all configuration information related to each lane within an approach. The number of lanes varies with each approach, although there must be at least one.	<Lane>... </Lane>

Data Field	Data Description	Example Value
Intersections / Intersection / Approaches / Approach / Lanes / Lane / LaneID	Unique alpha-numeric identifier for the reported lane. External systems should not make any assumptions of the format of this identifier other than it is unique to the reported lane.	ORL-00254-00001-N-1
Intersections / Intersection / Approaches / Approach / Lanes / Lane / LaneTypeIDs	Comma-delimited list of identifiers that describe the allowable movement through the lane. There may be a variable number of identifiers reported in this field, although there must be at least one. All valid identifiers include the following: Left, Through, Right, UTurn	Through,Right
Intersections / Intersection / Links	XML element containing all links associated with the intersection. There can be any number of links in this list, however, there are typically four, six, or eight links associated with each intersection.	<Links>... </Links>
Intersections / Intersection / Links / LinkID	A unique Link ID of a link associated with the intersection. This identifier should match a link reported from the LinkConfig file exactly. This field may be blank if a link is not associated.	102+10817

2.3.2 *GetIntersectionNetworkFilteredByRadius*

This method provides intersection configuration that exists within the circle defined by the given latitude and longitude in degrees and radius in miles. All three parameters should be provided as type Double with 64-bit precision. For example, the following call will retrieve all configured intersections within a circle with the center located at 28.531122 latitude and -81.397117 longitude and radius of 5.25 miles:

```
GetIntersectionNetworkFilteredByRadius(28.531122, -81.397117, 5.25)
```

This information does not change frequently. It is recommended that this function not be called more than once per day.

Intersection configuration data is provided in XML format. Table 2 describes the fields reported.

2.3.3 *GetIntersectionNetworkFilteredByCounty*

This method provides intersection configuration that exists within the given comma-delimited list of counties. Parameter should be provided as a String list of county names, each separated by

a county name. All valid county names are defined in Table 1. For example, the following call will retrieve all configured intersections within Orange, Seminole, and Lake Counties.

```
GetIntersectionNetworkFilteredByCounty("Orange,Seminole,Lake")
```

The following call will retrieve all configured intersections within Orange County only.

```
GetIntersectionNetworkFilteredByCounty("Orange")
```

This information does not change frequently. It is recommended that this function not be called more than once per day.

Intersection configuration data is provided in XML format. Table 3 describes the fields reported.

2.3.4 GetCountyList

This method provides a valid list of counties. Table 4 defines the parameters returned from this method.

Table 4: County Configuration Fields

Data Field	Data Description	Example Value
Counties / TimeStamp (attribute)	Date and time when configuration was last updated, in local time.	6/18/2018 8:52:39 AM
Counties / County	XML element defining county information.	<County>... </County>
Counties / County / CountyName	Valid county name.	Orange
Counties / County / FDOTDistrict	Name of FDOT District.	District 5

2.3.5 GetVehicleClassList

This method provides a valid list of vehicle classifications, per FDOT standards. Table 5 defines the parameters returned from this method.

Table 5: Vehicle Classification Configuration Fields

Data Field	Data Description	Example Value
VehicleClassifications / TimeStamp (attribute)	Date and time when configuration was last updated, in local time.	6/18/2018 8:52:39 AM
VehicleClassifications / VehicleClass	XML element defining vehicle classification information.	<VehicleClass>... </VehicleClass>
VehicleClassifications / VehicleClass / BinIndex	Index of vehicle classification bin, starting with one (1).	1

Data Field	Data Description	Example Value
VehicleClassifications / VehicleClass / Used	True/False flag indicating if vehicle classification bin is used.	True
VehicleClassifications / VehicleClass / MinLength	Minimum length of vehicles (in feet) within vehicle classification bin. A value of -1 means there is no minimum length.	0
VehicleClassifications / VehicleClass / MaxLength	Maximum length of vehicles (in feet) within vehicle classification bin. A value of -1 means there is no maximum length.	10

2.4 Input Request Methods

Input request methods require TMC Data Source Providers to provide data using unique identifiers. TMC Data Source Providers should first request configuration information via one or more of the output request methods. Using the unique identifiers provided from these methods, TMC Data Source Providers can provide data using the input request methods.

It is recommended for TMC Data Source Providers to call input request methods exactly once per minute. For timing accuracy, providers should be synchronized to the same timing source as the server(s) hosting the ITSQA software.

For all input data provided, reported data should be less than zero (such as -1) if no data is available for a specified field. For example, if TurnMovements is called but only LeftTurnCount, ThroughCount, and RightTurnCount values are known and UTurnCount is unknown, all counts should be zero or greater except for UTurnCount should be less than zero. It is valid to provide no data for all fields. In this case, all fields should have values less than zero. A reported value of zero for any data field is considered valid.

For all input request methods, the Provider must give a unique source identifier (SourceID) as an alpha-numeric string that identifies the provider and a date/time (TimeStamp) in local time for when the data applies. The Provider should always use the same SourceID for all data provided. ITSQA does not regulate the SourceIDs so the Provider must ensure that their SourceID is unique. Close coordination with the ITSQA administrator will help to ensure that a unique SourceID is selected for the Provider.

Tables 6 and 7 below are used for the input request methods described in the following sections.

Table 6: Valid Light States

Red Green Yellow FlashingYellow
--

Table 7: Valid Bicycle and Pedestrian Count Heading Values

Forward
Backward

The following sections describe all input request methods from the ITSQA TMC API.

2.4.1 *AllDataByApproach*

This method allows providing all approach-level TMC data. ApproachID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. Counts should be reported as integers by turning type. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ ApproachID: Intersection Network identifier for the approach.
- ✓ TotalVolume: Total number of vehicles reported for approach.
- ✓ GreenOccupancy: Value reported in seconds of the time which vehicles occupied the lanes during the green light.
- ✓ RedOccupancy: Value reported in seconds of the time which vehicles occupied the lanes during the red light.
- ✓ Speed: Average report speed of vehicles in miles per hour.
- ✓ FlowRate: Numeric value that represents the calculation for flow rate. The calculation consists of the total volume divided by the addition of green and yellow time, then multiplied by 3600. This calculation is not performed on approaches that have a lower value of green and yellow time that is less than a configured value.
- ✓ SaturationFlowRate: Maximum flow rate in the past hour.
- ✓ PercentArrivalOnGreen: Percent of vehicles arriving during the green light.
- ✓ PercentArrivalOnRed: Percent of vehicles arriving during the red light.
- ✓ GreenTime: Number of seconds of the green light during the reporting period.
- ✓ YellowTime: Number of seconds of the yellow light during the reporting period.
- ✓ RedTime: Number of seconds of the red light during the reporting period.
- ✓ UnderutilizedGreen: Numeric value that represents the calculation for underutilized green. The calculation consists of the green time subtracted from the outcome of that turn type's volume multiplied by a configured value of 3600 to which the value is divided by the saturation flow.
- ✓ PedCountForward: Reported number of pedestrians that moved in the direction of the approach through the intersection.
- ✓ PedCountBackward: Reported number of pedestrians that moved in the reverse direction of the approach through the intersection.
- ✓ BicycleCountForward: Reported number of bicycles that moved in the direction of the approach through the intersection.
- ✓ BicycleCountBackward: Reported number of bicycles that moved in the reverse direction of the approach through the intersection.

- ✓ CountArrivalOnGreen: Count of vehicles arriving during the green light.
- ✓ CountArrivalOnRed: Count of vehicles arriving during the red light.
- ✓ PeakHourFactor: Calculated value that uses the volume of vehicles during the peak hour over the past 24 hours.
- ✓ RightTurnOnRed: Count of vehicles that turned right during a red light.

2.4.2 AllDataByLane

This method allows providing all lane-level TMC data. LaneID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. Counts should be reported as integers by turning type. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ TotalVolume: Total number of vehicles reported for lane.
- ✓ GreenOccupancy: Value reported in seconds of the time which vehicles occupied the lanes during the green light.
- ✓ RedOccupancy: Value reported in seconds of the time which vehicles occupied the lanes during the red light.
- ✓ Speed: Average report speed of vehicles in miles per hour.
- ✓ FlowRate: Numeric value that represents the calculation for flow rate. The calculation consists of the total volume divided by the addition of green and yellow time, then multiplied by 3600. This calculation is not performed on lanes that have a lower value of green and yellow time that is less than a configured value.
- ✓ SaturationFlowRate: Maximum flow rate in the past hour.
- ✓ PercentArrivalOnGreen: Percent of vehicles arriving during the green light.
- ✓ PercentArrivalOnRed: Percent of vehicles arriving during the red light.
- ✓ GreenTime: Number of seconds of the green light during the reporting period.
- ✓ YellowTime: Number of seconds of the yellow light during the reporting period.
- ✓ RedTime: Number of seconds of the red light during the reporting period.
- ✓ UnderutilizedGreen: Numeric value that represents the calculation for underutilized green. The calculation consists of the green time subtracted from the outcome of that turn type's volume multiplied by a configured value of 3600 to which the value is divided by the saturation flow.
- ✓ CountArrivalOnGreen: Count of vehicles arriving during the green light.
- ✓ CountArrivalOnRed: Count of vehicles arriving during the red light.
- ✓ PeakHourFactor: Calculated value that uses the volume of vehicles during the peak hour over the past 24 hours.
- ✓ RightTurnOnRed: Count of vehicles that turned right during a red light.

2.4.3 *BicycleCounts*

This method allows providing bicycle counts per intersection approach and heading. ApproachID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. Count values should be given as integers. If no data exists for a bicycle count, a value less than zero should be provided, such as -1. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ ApproachID: Intersection Network identifier for the approach.
- √ Heading: Valid heading compared to the direction of the approach. Values are listed in Table 7. Forward is the same direction of the approach and Backward is the opposite direction of the approach.
- √ Count: Reported number of bicycles that moved through the intersection in the direction of the heading.

2.4.4 *ClassificationAll*

This method allows providing total vehicle counts by vehicle classification. LaneID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. Vehicle classifications must match district-defined classification. These classifications are provided from the output method GetVehicleClassList(). Vehicle classification counts should be given as integers. If no data exists for a vehicle classification bin, a value less than zero should be provided, such as -1. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ LaneID: Intersection Network identifier for the lane.
- √ Bin1: Count of vehicles within classification bin 1.
- √ Bin2: Count of vehicles within classification bin 2.
- √ Bin3: Count of vehicles within classification bin 3.
- √ Bin4: Count of vehicles within classification bin 4.
- √ Bin5: Count of vehicles within classification bin 5.
- √ Bin6: Count of vehicles within classification bin 6.
- √ Bin7: Count of vehicles within classification bin 7.
- √ Bin8: Count of vehicles within classification bin 8.

2.4.5 *ClassificationLeftTurn*

This method allows providing Left Turn only vehicle counts by vehicle classification. LaneID and vehicle classification requirements are the same as the ClassificationAll method. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ LaneID: Intersection Network identifier for the lane.
- √ Bin1: Count of vehicles within classification bin 1.
- √ Bin2: Count of vehicles within classification bin 2.
- √ Bin3: Count of vehicles within classification bin 3.
- √ Bin4: Count of vehicles within classification bin 4.
- √ Bin5: Count of vehicles within classification bin 5.
- √ Bin6: Count of vehicles within classification bin 6.
- √ Bin7: Count of vehicles within classification bin 7.
- √ Bin8: Count of vehicles within classification bin 8.

2.4.6 *ClassificationRightTurn*

This method allows providing Right Turn only vehicle counts by vehicle classification. LaneID and vehicle classification requirements are the same as the ClassificationAll method. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ LaneID: Intersection Network identifier for the lane.
- √ Bin1: Count of vehicles within classification bin 1.
- √ Bin2: Count of vehicles within classification bin 2.
- √ Bin3: Count of vehicles within classification bin 3.
- √ Bin4: Count of vehicles within classification bin 4.
- √ Bin5: Count of vehicles within classification bin 5.
- √ Bin6: Count of vehicles within classification bin 6.
- √ Bin7: Count of vehicles within classification bin 7.
- √ Bin8: Count of vehicles within classification bin 8.

2.4.7 *ClassificationThroughTurn*

This method allows providing Through traffic only vehicle counts by vehicle classification. LaneID and vehicle classification requirements are the same as the ClassificationAll method. Input fields include the following:

- √ SourceID: Unique identifier for the provider.

- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ Bin1: Count of vehicles within classification bin 1.
- ✓ Bin2: Count of vehicles within classification bin 2.
- ✓ Bin3: Count of vehicles within classification bin 3.
- ✓ Bin4: Count of vehicles within classification bin 4.
- ✓ Bin5: Count of vehicles within classification bin 5.
- ✓ Bin6: Count of vehicles within classification bin 6.
- ✓ Bin7: Count of vehicles within classification bin 7.
- ✓ Bin8: Count of vehicles within classification bin 8.

2.4.8 *ClassificationUTurn*

This method allows providing UTurn only vehicle counts by vehicle classification. LaneID and vehicle classification requirements are the same as the ClassificationAll method. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ Bin1: Count of vehicles within classification bin 1.
- ✓ Bin2: Count of vehicles within classification bin 2.
- ✓ Bin3: Count of vehicles within classification bin 3.
- ✓ Bin4: Count of vehicles within classification bin 4.
- ✓ Bin5: Count of vehicles within classification bin 5.
- ✓ Bin6: Count of vehicles within classification bin 6.
- ✓ Bin7: Count of vehicles within classification bin 7.
- ✓ Bin8: Count of vehicles within classification bin 8.

2.4.9 *CountArrival*

This method allows providing count arrival lane-level TMC data. LaneID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ CountArrivalOnGreen: Count of vehicles arriving during the green light.
- ✓ CountArrivalOnRed: Count of vehicles arriving during the red light.

2.4.10 FlowRate

This method allows providing flow rate approach-level TMC data. ApproachID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ ApproachID: Intersection Network identifier for the approach.
- √ FlowRate: Numeric value that represents the calculation for flow rate. The calculation consists of the total volume divided by the addition of green and yellow time, then multiplied by 3600. This calculation is not performed on approaches that have a lower value of green and yellow time that is less than a configured value.
- √ SaturationFlowRate: Maximum flow rate in the past hour.

2.4.11 LightTimingPerApproach

This method allows providing the length of time in seconds each light state was active over the previous 60 seconds on a per approach basis. All timing values should be reported as non-zero integers and must total 60 seconds or less for all light states. This method should not be used if approach contains multiple traffic lights with different light timings per light. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ ApproachID: Intersection Network identifier for the approach.
- √ GreenTime: Number of seconds of the green light during the reporting period.
- √ YellowTime: Number of seconds of the yellow light during the reporting period.
- √ RedTime: Number of seconds of the red light during the reporting period.

2.4.12 LightTimingPerLane

This method allows providing the length of time in seconds each light state was active over the previous 60 seconds on a per lane basis. All timing values should be reported as non-zero integers and must total 60 seconds or less for all light states. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ LaneID: Intersection Network identifier for the lane.
- √ GreenTime: Number of seconds of the green light during the reporting period.
- √ YellowTime: Number of seconds of the yellow light during the reporting period.

- ∨ RedTime: Number of seconds of the red light during the reporting period.

2.4.13 Occupancy

This method allows providing occupancy approach-level TMC data. ApproachID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ∨ SourceID: Unique identifier for the provider.
- ∨ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ∨ ApproachID: Intersection Network identifier for the approach.
- ∨ RedOccupancy: Value reported in seconds of the time which vehicles occupied the lanes during the red light.
- ∨ GreenOccupancy: Value reported in seconds of the time which vehicles occupied the lanes during the green light.

2.4.14 PeakHourFactor

This method allows providing peak hour factor lane-level TMC data. LaneID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ∨ SourceID: Unique identifier for the provider.
- ∨ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ∨ LaneID: Intersection Network identifier for the lane.
- ∨ PeakHourFactor: Calculated value that uses the volume of vehicles during the peak hour over the past 24 hours.

2.4.15 PedCounts

This method allows providing pedestrian counts per intersection approach and heading. ApproachID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. Count values should be given as integers. If no data exists for a bicycle count, a value less than zero should be provided, such as -1. Input fields include the following:

- ∨ SourceID: Unique identifier for the provider.
- ∨ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ∨ ApproachID: Intersection Network identifier for the approach.

- ✓ Heading: Valid heading compared to the direction of the approach. Values are listed in Table 7. Forward is the same direction of the approach and Backward is the opposite direction of the approach.
- ✓ Count: Reported number of pedestrians that moved through the intersection in the direction of the heading.

2.4.16 PercentArrival

This method allows providing percent arrival approach-level TMC data. ApproachID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ ApproachID: Intersection Network identifier for the approach.
- ✓ PercentArrivalOnRed: Percent of vehicles arriving during the red light.
- ✓ PercentArrivalOnGreen: Percent of vehicles arriving during the green light.

2.4.17 RightTurnOnRed

This method allows providing right turn on red count lane-level TMC data. LaneID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ RightTurnOnRed: Count of vehicles that turned right during a red light.

2.4.18 TurnMovements

This method allows providing turning movement counts for a given lane. LaneID must match the unique lane identifier reported from the ITSQA TMS API via the GetIntersectionNetwork output request methods. Counts should be reported as integers by turning type. If no data exists for a turning type, Provider should provide the count value less than zero, such as -1. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.

- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ UTurnCount: Count of vehicles that made a UTurn during reporting period.
- ✓ LeftTurnCount: Count of vehicles that made a Left Turn during reporting period.
- ✓ ThroughCount: Count of vehicles that traveled through the intersection during reporting period.
- ✓ RightTurnCount: Count of vehicles that made a Right Turn during reporting period.

2.4.19 TurnMovementsOnLight

This method allows providing turning movement counts for a given lane and Light State. All valid Light States are listed in Table 6. Requirements for LaneID and counts are the same as the TurnMovements method. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ UTurnCount: Count of vehicles that made a UTurn during reporting period.
- ✓ LeftTurnCount: Count of vehicles that made a Left Turn during reporting period.
- ✓ ThroughCount: Count of vehicles that traveled through the intersection during reporting period.
- ✓ RightTurnCount: Count of vehicles that made a Right Turn during reporting period.
- ✓ LightState: Light state associated with turning movement counts.

2.4.20 TurnMovementsOnLightWithSpeed

This method allows providing turning movement counts for a given lane, Light State, and includes reported speed. All valid Light States are listed in Table 6. Requirements for LaneID and counts are the same as the TurnMovements method. Input fields include the following:

- ✓ SourceID: Unique identifier for the provider.
- ✓ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- ✓ LaneID: Intersection Network identifier for the lane.
- ✓ UTurnCount: Count of vehicles that made a UTurn during reporting period.
- ✓ LeftTurnCount: Count of vehicles that made a Left Turn during reporting period.
- ✓ ThroughCount: Count of vehicles that traveled through the intersection during reporting period.
- ✓ RightTurnCount: Count of vehicles that made a Right Turn during reporting period.
- ✓ LightState: Light state associated with turning movement counts.
- ✓ Speed: Average speed of vehicles in miles per hour.

2.4.21 *TurnMovementsWithSpeed*

This method allows providing turning movement counts for a given lane and includes reported speed. Requirements for LaneID and counts are the same as the TurnMovements method. Input fields include the following:

- √ SourceID: Unique identifier for the provider.
- √ TimeStamp: Date/time (format MM/DD/YYYY HH:mm:ss) when data was last updated.
- √ LaneID: Intersection Network identifier for the lane.
- √ UTurnCount: Count of vehicles that made a UTurn during reporting period.
- √ LeftTurnCount: Count of vehicles that made a Left Turn during reporting period.
- √ ThroughCount: Count of vehicles that traveled through the intersection during reporting period.
- √ RightTurnCount: Count of vehicles that made a Right Turn during reporting period.
- √ Speed: Average speed of vehicles in miles per hour.

**State of Florida Department of
Transportation**



FORMS

INVITATION TO BID

District Five Intersection Movement Counts (IMC)

ITB-DOT-18-19-5017-INMC

1. Registration Form, Form No. 1
2. Bid Price Proposal Form, Form No. 2
3. Vendor Data Sheet, Form No. 3
4. Drug-Free Workplace Program Certification, Form No. 4
5. Vendor Certification Regarding Scrutinized Companies List, Form No. 5
6. DBE Utilization, Form No. 6
7. Public Records, Form No. 7

INVITATION TO BID REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
TO E-FAX NUMBER (850) 412-8092**

Bid Number: ITB-DOT-18-19-5017-INMC

Title: District Five Intersection Movement Counts (IMC)

Bid Due Date & Time (On or before): April 24, 2019 at 2:00 PM

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at E-Fax Number (850) 412-8092.

THE INVITATION TO BID 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 bid 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 bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____ FEID# _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax Number: _____

Contact Person: _____

Internet E-Mail Address: _____

All Questions are to be sent via E-Mail to the address listed in Special Conditions, Section 3.

BID PRICE PROPOSAL FORM

FORM NO. 2

BID #: ITB-DOT-18-19-5017-INMC

BID TITLE: DISTRICT FIVE INTERSECTION MOVEMENT COUNTS (IMC)

BID AS SPECIFIED OR APPROVED EQUIVALENT

Table 1

IMC DEPLOYMENT INTERSECTIONS				
Main Road	Side Street	Qty.	Unit Cost	Total Cost
SR 436	CR 4143 (MONTGOMERY RD)	1		
SR 436	WESTMONTE DR	1		
CR 427	SILKWOOD CT	1		
CR 427	COUNTRY CLUB RD	1		
CR 427	GENERAL HUTCHINSON PKWY	1		
CR 427	LONGWOOD-LAKE MARY RD	1		
CR 427	LONGWOOD HILLS RD	1		
SR 46 (1ST ST)	TOWN CENTER BV	1		
SR 46 (1ST ST)	CR 431B (RINEHART RD)	1		
SR 46 (1ST ST)	CR15 (UPSALA/MONROE)	1		
SR 46	I-4 WB OFF RAMP	1		
SR 46	I-4 EB RAMPS	1		

Table 1 Continued

IMC DEPLOYMENT INTERSECTIONS				
Main Road	Side Street	Qty.	Unit Cost	Total Cost
SR 46	OREGON ST	1		
SR 400 (I-4 EB RAMP)	CR 4220 (LAKE MARY BV)	1		
SR 400 (I-4 WB RAMP)	CR 4220 (LAKE MARY BV)	1		
CR 4220 (LAKE MARY BV)	INTERNATIONAL PKWY	1		
CR 4220 (LAKE MARY BV)	CR 431B (RINEHART RD)	1		
CR 4220 (LAKE MARY BV)	LAKE EMMA RD	1		
CR 4220 (LAKE MARY BV)	SUN DR	1		
CR 4220 (LAKE MARY BV)	LAKE MARY CENTER	1		
SR 600-15 (US17-92)	CR15/I-4 EB OFF RAMP	1		
			Table 1 Total	

BID AS SPECIFIED OR APPROVED EQUIVALENT

Table 2

ARCHETYPICAL IMC DEPLOYMENT INTERSECTIONS				
Type	Main road	Side Street	Qty.	Unit Cost
LARGE	SR 436	SR 434	1	
MEDIUM	SR 46	MONROE RD	1	
SMALL	SR 15 (S. FRENCH AVE)	SR 415 (W. 13TH ST)	1	
			Table 2 Total	
			Grand Total of Tables 1 & 2	

*The Department reserves the right to correct the Grand Total if calculated improperly

This project will be awarded to the Vendor who provides the lowest Grand Total Price above, providing all line items are bid and all requirements are met as listed in this proposal. The Department will order as needed in the quantities needed, at the unit prices quoted above, for the duration of the contract.

Is this product available with recycled content? Yes or No

If yes, please send information separate from this Invitation to Bid (See Recycled Material Special Condition for more information)

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 bidder 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 bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation. (Please sign and provide the required information at the top of the next page).

Bidder: _____ FEID#: _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ Email: _____

Authorized Signature: _____ Date: _____

Name Printed/Typed: _____ Title: _____

VENDOR DATA SHEET
ITB-DOT-18-19-5017-INMC

VENDOR INFORMATION

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____
Attach your W-9 Form (State Purchasing System (SPURS) Vendor
Number) <https://flvendor.myfloridacfo.com/>

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc. /LLC): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: () _____ FAX NO: _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) _____ Attach Proof
<https://vendor.myfloridamarketplace.com>

2) REGISTERED WITH THE DIVISION OF CORPORATIONS(Y/N) _____ Attach Proof
<http://www.sunbiz.org>

3) LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (Y/N) _____ Attach Proof

(Signature in blue INK)

(Title)

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company 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 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, 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.

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: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: ITB-DOT-18-19-5017-INMC

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE sub-contractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

PUBLIC RECORDS FORM

Contract No: ITB-DOT-18-19-5017-INMC

Financial Project No(s) 442545-1-93-02

Project Description: District Five Intersection Movement Counts (IMC)

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and 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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature: _____ Date: _____

Print: _____ Title: _____

Company/Firm: _____

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # ITB-DOT-18-19-5017-INMC**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."