

**State of Florida  
Department of Transportation**



**INVITATION TO BID**

**Statewide Scale Maintenance**

**DOT-ITB-20-9076-CA**

**CONTACT FOR QUESTIONS:**

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

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

**INVITATION TO BID REGISTRATION**

\*\*\*\*\*  
**PLEASE COMPLETE AND RETURN THIS FORM ASAP**  
**SUBMIT TO CASSANDRA ANDERSON at [cassandra.anderson@dot.state.fl.us](mailto:cassandra.anderson@dot.state.fl.us)**  
\*\*\*\*\*

ITB Number: DOT-ITB-20-9076-CA

Title: Statewide Scale Maintenance

Bid Due Date & Time (On or Before): March 27, 2020 @ 3:00 PM Local Time

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

**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](http://www.myflorida.com) , under this ITB number (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, then click on “Search Advertisements”, click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your Bid.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

For further information on this process, e-mail or telephone:  
Cassandra Anderson, Procurement Agent  
[cassandra.anderson@dot.state.fl.us](mailto:cassandra.anderson@dot.state.fl.us)  
(850) 414-4479

## Exhibit "C" BID SHEET (Page 1 of 2)

ITB Number: DOT-ITB-20-9076-CA

FOB: \_\_\_\_\_

ITB Title: Statewide Scale Maintenance

### Services to be provided as specified in attached Exhibit "A", Scope of Services.

Statewide Scale and Lightning System Services for the Office of Motor Carrier Size and Weight			
FDOT PRICING – REPAIRS AND OTHER WORK			
Hourly Repairs (All Sites 8am to 5pm Est. M-F)		\$	
First Hour Charge (All Sites):		\$	
Engineering Services Hourly Rates		\$	
After Hours Service Hourly Rate (anything before 8am or after 5pm Est. M-F)		\$	
Heavy Duty Test Truck Charge		\$	
Bucket Truck Charge		\$	
Fiber Optics Contractor			See Exhibit "D"
Remote Repair		\$	
8 Hour Mainline (Interstate) Lane Closure		\$	
8 Hour Lane Closure		\$	
1 Night Ramp Closure		\$	
FLORIDA DEPARTMENT OF TRANSPORTATION – MOTOR CARRIER SIZE AND WEIGHTS SCALE SITES			
LOCATION	PMS/YR	UNIT PRICE PER CLEANING & PM	TOTAL
Bay SR-77	1	\$	\$
Becker Road	1	\$	\$
Bunnell US-1	2	\$	\$
Cantonment US-29	1	\$	\$
Flagler I-95	2	\$	\$
Gadsden US-27 SB VWS	1	\$	\$
Grand Ridge EB VWS	1	\$	\$
Hilliard US-1	2	\$	\$
Hopewell SR-60	2	\$	\$
I-10 Pensacola EB VWS	1	\$	\$
I-75 White Springs SB VWS	1	\$	\$
I-95 Yulee SB VWS	1	\$	\$
Indiantown Rd. VWS	1	\$	\$
Jackson US-231 SB	1	\$	\$
Lake City US-441	1	\$	\$
MacClenny SR-121	1	\$	\$
Madison I-10	2	\$	\$
Madison US-90 VWS	1	\$	\$
Marion SR-40	1	\$	\$
Marion SR-40 VWS	1	\$	\$
Martin NB I-95	2	\$	\$
Martin SB I-95	2	\$	\$
Martin SB Bypass	2	\$	\$
Old Town US-19	2	\$	\$
Palatka US-17	1	\$	\$
Palm Coast Exit 284	1	\$	\$
Palm Coast Exit 289	1	\$	\$
Palm Coast US-1 Unmanned NB	1	\$	\$
Palm Coast US-1 Unmanned SB	1	\$	\$
Palm Coast US-1 Unmanned Hut	1	\$	\$
Pensacola I-10	2	\$	\$
Pensacola US-90	2	\$	\$
Plantation Key US-1	2	\$	\$
Punta Gorda I-75	2	\$	\$
Punta Gorda Jones Loop	1	\$	\$
Punta Gorda Tuckers Grade	1	\$	\$
Santa Rosa I-10	1	\$	\$
Seffner I-4	2	\$	\$

## Exhibit "C" BID SHEET (Page 2 of 2)

Seffner US-92 EB/WB VWS	1	\$	\$
Sneads I-10	2	\$	\$
Sneads I-10 WB VWS	1	\$	\$
SR-77 Panama City VWS	1	\$	\$
US-27 Hendry Alt. NB/SB VWS	1	\$	\$
US-27 Hendry NB/SB VWS	1	\$	\$
White Springs I-75	3	\$	\$

**GRAND TOTAL OF PROJECT \$ \_\_\_\_\_**  
**(Award will be based on the Grand Total of the Project)**

**RENEWAL:** see Special Condition 33).

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

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

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

**NOTE:** In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: \_\_\_\_\_ FEID # \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed / Typed: \_\_\_\_\_ Title: \_\_\_\_\_

**Exhibit "D"**  
**FIBER OPTIC Sub-Contractor Pricing**

**Fiber Optic Engineering/Design Services/Troubleshoot Rates**

Item #	Item Description	UoM	Price
1.00	Hourly Labor Rates (Portal to Portal for Mobilization)	Hourly	\$
1.01	Florida PE Services	Hourly	\$
1.02	BICSI Reg Comm Dist Design Services	Hourly	\$
1.03	CADD Technician	Hourly	\$
1.04	FO/Comms Technician (Van/Splicer/OTDR) (Addl Services)	Hourly	\$
1.05	FO/CommsInstallCrew4Man (W/Trucks/Equip)(Addl Services)	Hourly	\$

**Fiber Optic Communication Installations**

Item #	Item Description	UoM	Price
2.01	Fiber Optic Cable UG 2F-12F SM (F&I)	Linear Ft	\$
2.02	Fiber Optic Cable Remove UG	Linear Ft	\$
2.03	Locate Wire #12 (F&I)	Linear Ft	\$
2.04	Fiber Optic Splice (Install Only)	Each	\$
2.05	Fiber Optic Termination (Install Only)	Each	\$
2.06	Fiber Optic Splice Closure (F&I) (12F)	Each	\$
2.07	Fiber Optic Splice Tray (F&I)	Each	\$
2.08	Fiber Optic Preterm Patch Panel (F&I) (12F)	Each	\$
2.09	Fiber Optic Field Term Patch Panel (F&I)	Each	\$
2.10	Fiber Optic Splice Closure (Adjust/Modify) (No Splices)	Each	\$
2.11	FOPreterm Patch Panel (Adjust/Modify) (No Terminations)	Each	\$
2.12	Jumpers/Duplex (F&I)	Each	\$
2.13	OTDR Tests	LS	\$

**FiberTrak Documentation Services**

Item #	Item Description	UoM	Price
3.00	Geo-Locate/Field Data Collection Technician W/Equipment	Day	\$
3.01	OSP Cable Mapping/Database Development	Day	\$
3.02	CADD Technician	Hourly	\$

### MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested? \_\_\_\_\_

Provide a written statement detailing your qualifications:

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

### WORK REFERENCES

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

375-040-18  
PROCUREMENT  
03/17

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

**YES**

**NO**

NAME OF BUSINESS: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MBE PLANNED UTILIZATION**

375-040-24  
PROCUREMENT  
03/17

PROCUREMENT NO. \_\_\_\_\_ FINANCIAL PROJECT NO. \_\_\_\_\_  
(DEPARTMENT USE ONLY)

DESCRIPTION: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES**

375-040-62  
PROCUREMENT  
01/16

Prime Contractor: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number: \_\_\_\_\_

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

7. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
(name)  
\_\_\_\_\_ (hereinafter called Vendor) of \_\_\_\_\_  
(address)

\_\_\_\_\_ and  
\_\_\_\_\_ (hereinafter called Surety) of  
(name)  
\_\_\_\_\_  
(address)

duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of \_\_\_\_\_, for contractual services agreement in connection with \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_ County(ies), particularly known as \_\_\_\_\_

(hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by \_\_\_\_\_ its

(Agent or Attorney-in-Fact, or otherwise)

with seals of said Vendor and Surety hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Surety  
BY: \_\_\_\_\_  
Signature  
TITLE: \_\_\_\_\_  
Attorney-in-Fact/Agent  
(Surety Seal)

Name/Telephone #: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Vendor  
BY: \_\_\_\_\_  
Authorized Signature(s)  
TITLE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
Secretary/Notary  
BY: \_\_\_\_\_  
Signature

Note: Attach Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 25.05, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: \_\_\_\_\_  
Vendor FEIN: \_\_\_\_\_  
Vendor's Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

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

Agreement (Purchase Order) #: \_\_\_\_\_

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

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

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

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

**CHAPTER 60GG-2.002, F.A.C. SYSTEM SECURITY PLANS**

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

**CHAPTER 60GG-2.002, F.A.C. BACKGROUND CHECKS FOR VENDOR STAFF**

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

**CHAPTER 60GG-2.002, F.A.C. RISK ASSESSMENTS**

The Vendor that operates as a service provider agrees to perform a third-party risk assessment on vendor owned resources that contain Department information. The assessment will follow the schedule below, and create a risk mitigation plan that assigns risk levels and proposed controls. A Plan of Action and Milestones will be shared and communicated with the Department as risk is mitigated. An annual Attestation or Certification from a third-party assessment, or report or proof of certification such as but not limited to a System and Organization Controls (SOC) 2, International Organization for Standardization (ISO) 27001, etc. will be accepted in place of a third-party risk assessment.

Assessment categorization established as per Federal Information Processing Standards (FIPS) 199 Publication standards:

1. High – will be completed every 12 months
2. Moderate – will be completed every 18 months
3. Low – will be completed every 24 months

**CHAPTER 60GG-2.005, F.A.C. SECURITY INCIDENT RESPONSE**

The Vendor agrees to provide a security incident response plan, which will be added as an addendum to the Department's overall security incident response plan. The Vendor's plan shall outline specific actions, response time frames, and roles and responsibilities. The Vendor agrees to align its services with the Department by monitoring and responding to security incidents of Department data and information according to section 282.318, F.S.

**COMPUTER HARDWARE/SOFTWARE LIABILITY**

In any Agreement for the purchase or maintenance of machines or computer hardware/software or licensed programs, the Vendor's entire liability and the Department's exclusive remedy for damages to the Department related to the machine or computer hardware/software or licensed program which is the subject of this Agreement, or maintenance thereof shall be limited to, at the

Department's discretion, 1) the correction by the Vendor of the relevant defect(s); or 2) actual damages up to the greater of an amount equal to 12 months maintenance charges for said product or the purchase price of said product. Such maintenance charges will be those in effect for the specific product when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards resulting from liability in accordance with the Copyright and Patent Infringement paragraph below, or to (b) claims for procurement costs or the cost of cover pursuant to Rule 60A-1.006, Florida Administrative Code, or to (c) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

**CONFIDENTIAL INFORMATION**

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

**CONFLICT OF INTEREST**

To prevent any bias, unfair competitive advantage, conflict of interest, or the appearance of any type of impropriety, Vendor personnel must not have been directly or indirectly involved in the development of the Scope of Services or related solicitation documentation by the Department. If Vendor personnel worked in conjunction with the Department on the development of the solicitation document, the Vendor is prohibited from submitting a bid for this solicitation. Vendor personnel assigned to other Department projects outside this Contract, shall hold and maintain any confidential information that could benefit the Vendor on future solicitations in strictest confidence. As a condition of the Agreement, the Department may require contracted personnel to sign a nondisclosure agreement. Violation of the non-disclosure agreement by contracted personnel may result in termination of the individual, and at the Department's discretion, disqualification of the Vendor from future solicitations.

**COPYRIGHT OR PATENT INFRINGEMENT**

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

**DATA SECURITY AND CONFIDENTIALITY**

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

**a. Loss of Data**

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

**b. Data Protection**

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

**DELIVERABLE WARRANTY**

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

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

**ELECTRONIC ACCESSIBILITY**

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

**ESCROW OF SOURCE CODE**

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

**FACILITIES AND EQUIPMENT**

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

**GUIDELINES AND STANDARDS**

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

**OWNERSHIP OF WORKS AND INVENTIONS**

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

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

**PROJECT PLAN SCOPE LANGUAGE**

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

necessary or upon notification by the Department of a deficiency in the Project Plan. Any change to the Project Plan must be approved by the Department.

**Purchase of Tangible Personal Property**

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

**SECURITY OF CONFIDENTIAL PERSONAL INFORMATION**

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

Except as necessary to fulfill the terms of this Agreement and with the permission of the Department, Vendor and Vendor's employees shall not divulge to third parties any confidential information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing work on this Agreement, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Department. If Vendor or Vendor's employees have access to confidential information in order to fulfill Vendor's obligations under this Agreement, Vendor agrees to abide by all applicable Department Information Technology Security procedures and policies. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department information in Vendor's possession. Vendor shall make a report to the Department not more than seven (7) business days after Vendor learns of such use or disclosure.

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

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

**THIRD PARTY TOOLS**

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

**TRAINING**

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



# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written bids from qualified bidders to provide Statewide Scale Maintenance. It is anticipated that the term of the contract will begin upon execution of contract and be effective for 5 years thereafter.

For the purpose of this document, the term "bidder" means the bidder acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the bidder team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Vendor".

## 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](http://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 ITB number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
<b>DEADLINE FOR TECHNICAL QUESTIONS</b> (There is no deadline for administrative questions)	<b>March 16, 2020</b>	<b>5:00 PM</b>
<b>BIDS DUE, ON OR BEFORE</b> Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414-4479	<b>March 27, 2020</b>	<b>3:00 PM</b>
<b>PUBLIC OPENING</b> Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street Tallahassee, Florida 32399-0450	<b>March 27, 2020</b>	<b>3:00 PM</b>
<b>POSTING OF INTENDED DECISION/AWARD -</b>	<b>March 28, 2020</b>	<b>5:00 PM</b>

## 3) 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.



#### 4) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

## **SPECIAL CONDITIONS**

#### 1) **MyFloridaMarketPlace**

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

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

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

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

#### 3) **QUESTIONS & ANSWERS**

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

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by proposers will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://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 ITB number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their bid.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:  
**FDOT Procurement Office**  
**Attn: Cassandra Anderson**  
**605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450**  
**Email: [cassandra.anderson@dot.state.fl.us](mailto:cassandra.anderson@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 proposer as a result of any oral

discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://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 ITB number. It is the responsibility of all potential proposers 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**

### **MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

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

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

## 6) **SCOPE OF SERVICES**

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

## 7) **INTENDED AWARD**

The Department intends to award this contract to the responsive and responsible bidder that submits the lowest responsive bid. 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 Workplace
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.

## 8) **PRE-PROPOSAL CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.**

## **9) QUALIFICATIONS**

### **9.1 General**

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of 5 years.

### **9.2 Bidder Qualifications**

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" form), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1.1, above. Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

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

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

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

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

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

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

## **10) WARRANTY/SUBSTITUTIONS**

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

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

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

## 11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Cassandra Anderson at 605 Suwannee Street, MS 20 Tallahassee, Florida 32399-0450** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000 minimum per person and \$ 300,000 minimum each occurrence, and property damage insurance of at least \$ 200,000 minimum each occurrence, for the services to be rendered in accordance with this contract.

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

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

## 12) PERFORMANCE BOND

The intended award bidder shall provide the Department with a Performance Bond in the full amount of the bid. The Performance Bond shall be provided by a surety company authorized to do business in the state of Florida. The Performance Bond shall be executed and furnished to the Department prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's bid and the Department will proceed in contracting with the next lowest responsive bidder.**

**The bidder must submit, with its bid**, a current letter from a surety company or bonding agent authorized to do business in the state of Florida and written on company letterhead, to document the bidder's present ability to obtain a Performance Bond in the full amount of the bid. Failure by the bidder to provide this letter with its bid will constitute a non-responsive determination for its bid. **Bids found to be non-responsive will not be considered.**

## 13) METHOD OF COMPENSATION

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

## 14) CONTRACT DOCUMENT

### **STANDARD WRITTEN AGREEMENT**

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this

solicitation. In submitting a bid, the proposer agrees to be legally bound by these terms and conditions.

**15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS**

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

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

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 proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to proposal 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 services 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 requirements 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 requirements, 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 services, 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) BID SHEET**

The bidder must use the attached Bid Sheet to submit its bid. The Bid Sheet 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) ESTIMATED QUANTITIES**

The Department anticipates purchasing the estimated quantities shown on the bid sheet(s), for a one (1) year period of any contract resulting from this bid. The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing the actual quantities to be authorized under this contract. The Vendor(s) shall supply, at bid prices, the actual quantities authorized 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.

**24) "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.

**25) COPYRIGHTED MATERIAL**

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

**26) 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 DOT-ITB-20-9076-CA 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.

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

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

It is the 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.

**28) 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.

**29) PROPOSAL OPENING**

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

**29) POSTING OF INTENDED DECISION/AWARD**

**29.1 - General:**

The Department's decision will be posted on the Florida Vendor Bid System, at [www.myflorida.com](http://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.

### **29.2 - 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 29.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

### **29.3 - 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.

## **30) AWARD OF THE CONTRACT**

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

A Purchase Order issued by the Department, or a Standard Written Agreement executed by both parties.

## **31) RENEWAL**

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

## **32) ATTACHED FORMS**

Bid Sheet  
Minimum Qualifications Statement  
Drug-Free Workplace Program Certification (Form 375-040-18)  
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)



MBE Planned Utilization (Form 375-040-24)  
Bid Opportunity List  
Performance Bond Form 375-040-27  
Appendix II – Information Technical

### **33) TERMS AND CONDITIONS**

#### **33.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable. <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 31, Dispute Resolution - PUR 1000  
Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

#### **33.2 General Instructions to Respondents (PUR 1001)**

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable. <http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 3, Electronic Submission – PUR 1001  
Paragraph 4, Terms and Conditions – PUR 1001  
Paragraph 5, Questions – PUR 1001

#### **33.3 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](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.

### **34) ORDER OF PRECEDENCE**

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

Standard Written Agreement  
Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)  
Instructions to Respondents (PUR 1001)  
General Conditions (PUR 1000)  
Introduction Section

### **35) ALTERNATES**

ALTERNATE BRANDS WILL NOT BE CONSIDERED FOR THIS BID. BID AS SPECIFIED.

**Exhibit "A"**  
**Scope of Services**  
**Statewide Scale and Lightning System Services**  
**For the Office of Motor Carrier Size and Weight**

**PURPOSE**

The purpose of this contract is to provide preventative maintenance, system upgrades and repair services necessary to maintain the Department's Weigh in Motion and Static Scales.

All work shall be performed by certified technicians to ensure the Department's scales (both Weigh-In-Motion WIM and Static Scales Systems) are working within manufacturer's standards, Handbook 44 and the American Society for Testing and Materials 1318.

**OBJECTIVE**

The general objective of this contract is to provide equipment, tools, parts, transportation, time and a labor force having the appropriate knowledge, skills, abilities and training necessary to perform the following tasks:

**Florida Department of Transportation Motor Carrier Size and Weight Scale Sites**

Location	PMs - Yrs.	Static Scale Type	Qty of Static	WIM Type	Qty of WIMs
Bay SR-77	1	Toledo Digital	1	Quartz Sensor	1
Becker Road VWS	1	None	0	Quartz Sensor	1
Bunnell US-1	2	Toledo Digital	1	None	0
Cantonment CR-184 VWS	1	None	0	Quartz Sensor	1
Cantonment US-29	1	Toledo Digital	1	Quartz Sensor	1
Flagler I-95	2	Toledo Digital	4	Load Cell	2
Gadsden US-27 SB VWS	1	None	0	Quartz Sensor	1
Grand Ridge EB VWS	1	None	0	Quartz Sensor	1
Hilliard US-1	2	Toledo Digital	2	None	0
Hopewell SR-60	2	Toledo Digital	2	None	0
I-10 Pensacola EB VWS	1	None	0	Quartz Sensor	1
I-75 White Springs SB VWS	1	None	0	Quartz Sensor	1
I-95 Yulee SB VWS	1	None	0	Quartz Sensor	1
Indiantown Rd. VWS	1	None	0	Quartz Sensor	1
Jackson US-231 SB VWS	1	None	0	Quartz Sensor	1
Lake City US-441	1	Toledo Digital	1	None	0
Macclenny SR-121	1	Toledo Digital	1	None	0
Madison I-10	2	Hybrid/Digital Hydraulic	4	Quartz Sensor	2
Madison US-90	1	None	0	Quartz Sensor	1
Marion SR-40	1	Toledo Digital	1	Quartz Sensor	1
Marion SR-40 VWS	1	None	0	Quartz Sensor	1
Martin NB I-95	2	Toledo Digital	2	Load Cell	1
Martin SB I-95	2	Toledo Digital	2	Quartz Sensor	0
Martin SB Bypass	2	Mainline WIM	0	Quartz Sensor	1
Old Town US-19	2	Toledo Digital	2	None	0
Palatka US-17	1	Levertronics/Toledo Digital	2	None	0
Palm Coast Exit 284 VWS	1	None	0	Quartz Sensor	1
Palm Coast Exit 289 VWS	1	None	0	Quartz Sensor	1
Palm Coast US-1 Unmanned NB	1	None	0	Quartz Sensor	1
Palm Coast US-1 Unmanned SB	1	None	0	Quartz Sensor	1
Palm Coast US-1 Unmanned Hut	1	Toledo Digital	1	Quartz Sensor	1
Pensacola I-10	2	Toledo Digital	4	Load Cell	2
Pensacola US-90	2	Toledo Digital	1	None	0

Plantation Key US-1	2	Toledo Digital	1	Quartz Sensor	1
Punta Gorda I-75	2	Toledo Digital	4	Load Cell	2
Punta Gorda Jones Loop	1	None	0	Quartz Sensor	1
Punta Gorda Tuckers Grade	1	None	0	Quartz Sensor	1
Santa Rosa I-10	1	Toledo Digital	1	None	0
Seffner I-4	2	Toledo Digital	4	Load Cell	2
Seffner US-92 EB/WB VWS	1	None	0	Quartz Sensor	2
Sneads I-10	2	Toledo Digital	4	Load Cell	2
Sneads I-10 WB VWS	1				
US-27 Hendry Alt. NB/SB VWS	1	None	0	Quartz Sensor	1
US-27 Hendry NB/SB VWS	1	None	0	Quartz Sensor	1
White Springs I-75	3	Toledo Digital	4	Load Cell	2
Wildwood I-75	3	Toledo Digital	4	Quartz Sensor	2
Wildwood CR-475 VWS	1	None	0	Quartz Sensor	0
Wildwood CR-484 VWS	1	None	0	Quartz Sensor	0
Yulee I-95	2	Toledo Digital	4	Load Cell	2
<b>Yulee US17</b>	1	Toledo Digital	1	Load Cell	0
<b>TOTALS</b>	70		59		46

Service will be provided at the locations above on an as-requested basis. This list details which facilities are assessed penalties based on response times outlined in this contract. Additional sites will be added as they come online via an amendment to the contract.

**Glossary of Terms:** The following definitions should be used to clarify the intended meaning of these terms, codes and phrases throughout this agreement:

Term	Definition
ASTM	American Society for Testing and Materials
CM	Corrective Maintenance
CMS	Changeable Message Sign
CSA	Customer Service Acknowledgement
DMS	Dynamic Message Sign
HB44	Handbook 44 – Specs/Tolerances for Weighing & Measuring Devices
LPR	License Plate Reader
MCSAW	Motor Carrier Size and Weight
MUTCD	Manual Uniform Traffic Code Devices
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration
PM	Preventative Maintenance
VDIM	Vehicle Dimensional
VMS	Variable Message Sign
VWIM	Virtual Weigh-in-Motion
WIM	Weigh-in-Motion
WSDR	Weigh Station Deficiency Report

The following tasks shall be completed to the above weigh station scales and all work must be performed by a certified scale technician.

**TASK 1 – Preventative Maintenance (PM) Cleaning:**

**Task 1.1**

**Deep-Pit Static Scale Cleaning:**

- A. Verify sump pump is operational and remove.
- B. Remove dirt, debris and any mud from pit and sump pump cavity before cleaning. Washing will be required once a year. Dirt and debris that is removed from the scale pit must be disposed of by the Contractor.
- C. Clean out bridge joint seal where applicable.

- D. Install temporary sump pump or mud huggers in sump pump cavity. The site discharge lines shall not be used for temporary discharge.
- E. Wash down scale decks with pressure washer (minimum 3000 PSI) and appropriate cleaner/greaser (including between scale deck coping and pit wall and approaches).
- F. Reinstall sump pump and verify sump pump is operational and that drainpipe is not plugged. Verify proper operation of check valves. Replace couplers when needed.
- G. Verify that high water alarm is functional.

**Task 1.2**

**Shallow Pit Cleaning:**

- A. Ensure all dirt, debris and mud is removed from pit and drain cavity.
- B. Ensure drainpipe is not plugged.

**Task 1.3**

**WIM Scale Cleaning:**

- A. Remove WIM decks.
- B. Remove all dirt and debris from inside the scale pit and ensure all shim areas are free of any debris.

**Task 1.4**

**LPR, Overview and US-DOT Reader:**

- A. Clean all camera lenses with water and non-abrasive towel.
- B. Clean all camera illumination lenses.
- C. Remove strobe, clean reflector (filter-annually once per year) and bulb.
- D. Ensure camera is focused on proper location (not off-set).
- E. Note if any damage exists.

**Task 1.5**

**Laser VDIM:**

- A. Do not clean unless there is dirt directly in the path of the laser.
- B. First try to remove particles from glass with pressurized air.
- C. Apply water (or water with soap) with a new, wet and soft paper tissue or apply window-cleaning spray directly on the lens.
- D. Try to wipe off particles with new, clean and soft paper. Use paper once and then discard.
- E. Removing finger marks from the lens may require some careful rubbing. Use new unpolluted paper, soap and water or window cleaner. Do not use force.
- F. Use clean water (without soap) to remove soap remnants. Do not let water dry on the lens surface, but wipe it off with soft paper tissues.
- G. Do not wipe hard on the lens with dry paper until all particles are removed.

**Task 1.6**

**Signs (VMS, Open/Closed and Directional):**

- A. Apply Dielectric silicone spray for signage within 30 miles of coastline. Before spraying any sign, verify whether this action impacts the manufacturer's warranty.
- B. Note any damage.

## **TASK 2 – Lubrication:**

### **Task 2.1**

#### **Lever Systems:**

- A. Jack up scale weighbridge, disassemble lever system, remove all grease and apply new grease.

### **Task 2.2**

#### **Electronic Scales:**

- A. Remove all grease and apply new grease to all moving parts as per manufactures requirements.
- B. Remove all grease on top and bottom of the load pins and receiver cups and apply new grease.
- C. Replace worn receivers as needed.

### **Task 2.3**

#### **WIM Scales:**

- A. Lubricate load cell bolts.
- B. Remove all grease and apply new grease to o-rings and pins.

## **TASK 3 – Diagnostics:**

### **Task 3.1**

#### **All Electronics:**

- A. Check and record all load cell readings (Raw counts, milli volts and grounding). See attached forms.
- B. Check all cabling for leaks, proper grounding and connections.
- C. Check all junction boxes for seal and proper connectivity.
- D. Check and record WIM scale counts. The Vendor will be provided the form after award of contract.

### **Task 3.2**

#### **Hydraulic Scale:**

- A. Fluid level (check with approved gauge).
  1. Sum of three points/three (.030 +/- .002).

### **Task 3.3**

#### **Laser VDIM:**

- A. Check all cable and terminations for secure connection.
- B. Ping laser from VDIM computer and report response time.

### **Task 3.4**

#### **VWIM Calibration (See Task 11 for Calibration Standards):**

- A. Proof or Weight Ticket
- B. Calibration Report
- C. Document Adjustments made
- D. Perform with Class 4 and Class 9 vehicles per ASTM

## **TASK 4 – Maintenance:**

### **Task 4.1**

#### **Lever Systems:**

- A. **Stands**
  1. Check and report for rust around base and report if present.

2. Check and report stand ends for broken bolts and chipped pivots.
3. Check and report shifting of main lever.
4. Check and report bolts/rods.

**B. Chairs**

1. Check and report for cracks in chair.

**C. Levers**

1. Check and report for loose or broken pivots.
2. Check and report load cell anchor plate and linkage for rust, broken or cracked links and replace if needed.

**D. Bumper Bolts**

1. Check and report for frozen or rusted nuts on rods.
2. Check and report loose or damaged bump plates.
3. Check space from deck to wall (3/8").
4. Check for loose nuts behind scale deck.
5. Repair and replace as needed.

**Task 4.2**

**Electronic Systems:**

**A. Load Cell Base Plates**

1. Check and report for rust and tighten loose bolts.
2. Check and report for cracks or missing grout under base plates.

**B. Load Cell**

1. Check to ensure all load cells are plumb.
2. Check top and bottom of load pin for wear.
3. Check upper and lower receiver cup for wear.
4. Check load cell cable connections by verifying connector is tight and boot is properly installed.
5. Replace necessary hardware (limited to nuts, bolts, washers, all-thread, load cell receivers, shims and ground straps).

**C. Bumper Checking System**

1. Check longitudinal gap (1/8") and make sure bumper devices are secure.
2. Check lateral gap (1/16") and make sure bumper devices are secure.
3. Check all couplers for wear and loose nuts.
4. Replace all broken coupler parts as needed.

**D. Check Rods**

1. Check and report for frozen or rusted nuts on rods.
2. Check space between washers.
3. Check platform movement.
4. Repair and replace as needed.

**Task 4.3**

**WIM Scales:**

- A. Check and record WIM load cell counts.

- B. Visually check scale platforms for visible damage. Provide a time/date Stamped photo of unit.
- C. Remove cover plates, preload bolts and anti-lift bolts and check platform for level or rocking.
- D. Remove platform.
- E. Check shims for damage and replace as needed.
- F. Remove load pin from load cells and check gasket for wear.
- G. Check torque on load cell bolts (390 ft. lbs.).
- H. Check all bolts in frame for tightness.
- I. Reinstall platform, pre-load bolts torque (300 ft. lbs.) and install anti-lift blocks (1/32 gap).
- J. Replace shims, pins and o-rings as needed.

**Task 4.4**

**Kistler WIM Sensors:**

- A. Visually check grout for cracks and separation for roadway. Provide a Time/date stamped photo of sensors.
- B. Check roadway for excessive wear.

**Task 4.5**

**Instrumentation, PCs, Printers and Graphic Panel:**

- A. Verify all indicator display segments illuminate.
- B. Verify all lights on graphic panel illuminate.

**Task 4.6**

**Peripherals:**

- A. **Verify proper functionality of the following peripheral devices:**
  - 1. OPEN/CLOSED signs.
  - 2. Loops.
  - 3. VDIM Laser.
  - 4. Off-scale detectors.
  - 5. Overhead signalization.
  - 6. Prepare to stop wig wag flasher.
  - 7. Traffic lights.
  - 8. Static scale pit lights (replace blown lights during PM).
  - 9. Microwave (check via MT scale manager queue diagnostics).
  - 10. Truck Panel Lighting.
  - 11. Public Announcement (PA) Systems.
  - 12. LPR Cameras.
  - 13. US-DOT Cameras.
  - 14. Overview Cameras.
  - 15. VMS Signs.
  - 16. CMS Signs.
  - 17. VWIM Vegetation (overgrowth around cameras/cabinets).
- B. **Removal of Vegetation**
  - 1. VWIM Vegetation (remove overgrowth around cameras, cabinets and mow pads).

**Task 4.7**

**Junction Boxes:**

- A. Verify proper connectivity to all devices.
- B. Verify connectors are tight and provide seal.
- C. Verify lid is on tight and provides seal.

#### **Task 4.8**

##### **Lightning Protection System:**

- A. Visually look at array, document damage (to spline balls, antennas affixed to array, etc.). Provide a time/date stamped photo of unit.
- B. Visually look at chem. rods. Provide a time/date stamped photo of unit.
- C. Fill chem. rod with electrolytes as required.
  - 1. Remove vegetation around/on mow pads.
  - 2. Document Damage.

#### **Task 4.9**

##### **Laser VDIM:**

- A. Check that all mounting bolts, nuts and brackets are intact and CS900's are securely fastened to the enclosure.
- B. Check height from bottom of scanners to roadway:
  - 1. Left Scanner
  - 2. Right Scanner
  - 3. Top Scanner
- C. Check to ensure fan is spinning freely and bearings are not making noise.
- D. Check to ensure ventilation vents are clean.
- E. Check scanners for proper alignment.

### **TASK 5 – Testing:**

#### **Task 5.1**

##### **All Static Scales (All testing to meet HB44 Standards):**

- A. Perform sectional, linearity and repeatability tests and adjust as required. This test must be performed with a minimum of 24,000 LBS certified test weights and cart.
- B. Perform strain load test and adjust as required. This test must be performed with a minimum of 55,000 LBS.
- C. Repeat test as necessary to comply with HB44 standards.

#### **Task 5.2**

##### **All WIM Scales**

- A. Perform corner, linearity and repeatability tests then adjust as required. This test must be performed with a minimum 12,000 LBS certified test weights.
- B. Apply certified test weight for calibration and adjust as required. The test must be performed with a minimum 12,000 LBS certified test weights.
- C. Perform in-motion tests and adjust as required to comply with standards.

#### **Task 5.3**

##### **Laser VDIM:**

- A. Confirm accuracy and report.
- B. Confirm VDIM computer displays proper scan for vehicles. Report should contain at least three (3) trucks.



## **TASK 6 – Scheduled PM's:**

### **Task 6.1**

#### **Upon receipt of the *Notice to Proceed (NTP)*:**

- A. Vendor shall submit an annual schedule for all PMs Statewide with beginning work date and ending work date included, as well as which PM's involve pit washing. All required parts and supplies shall be acquired. Schedules will be met and are not to interfere with Scale based details or Official activities. Vendor will be given notice of scheduled events at each site as that information is attained by the department.
- B. Approximately two weeks after receiving the NTP, the vendor will begin performance of PMs. Vendor's PM team leaders will contact FDOT's MCSAW Scale Maintenance via email to schedule PMs.
- C. All service shall be complete on or before 365 days from the NTP date.

## **TASK 7 – Corrective Maintenance (CM):**

### **Task 7.1**

#### **Repairs:**

##### **A. Parts**

- 1. Provide, install, test and record of all parts used in the CM process.
- 2. The Vendor will provided Parts List upon award of contract.
- 3. Installation of hardware must be performed by certified technicians, approved by the manufacturer. Manufacturer approval must be provided and submitted to FDOT Contract Manager.
- 4. Freight shall be added to invoicing. A packing slip detailing freight charges will be included in order for compensation to occur.

##### **B. Software**

- 1. CM to the software is at no cost to the state.
- 2. Unless software damage was by way of natural disasters (water, lightning, power surge, etc).
- 3. Installation of software must be performed by certified technicians, approved by the manufacturer. Manufacturer approval must be provided and submitted to FDOT Contract Manager.

## **TASK 8 – Upgrades:**

### **Task 8.1**

#### **Upgrades (including updates to any systems):**

- A. When directed by Motor Carrier Size and Weight; provide install and test all upgrades.
- B. Upgrades will be done only under an LOA (Letter of Authorization) signed and authorized by FDOT's Contract Manager. Include Plans.
- C. This could be for hardware or software.
- D. Provide detailed listing of any parts used and time required for the upgrade process.

- E. Whatever training may be required will also be included in the price. This includes certification of FDOT Scale Maintenance Technicians.
- F. All warranties shall be detailed on proposed upgrade.
- G. Updates to any system (hardware/software) need to be documented via written specs or detailed in an email and sent to FDOT's Scale Maintenance personnel before the update takes place. Documentation should include reason update is needed (bug fix, system upgrade), as well as how the update will improve the system (eliminate bug, solve intermittent issue, etc) and how the system might change (IP change, any different functionality, visual changes, etc).
- H. If upgrade is requested on behalf of State to provide added functionality, a detailed description (scope, spec or drawing) shall be provided so the vendor can provide accurate pricing.
- I. Freight shall be detailed in the proposal. A packing slip detailing freight charges will be included in order for compensation to occur.

**TASK 9 – Signalization:**

**Task 9.1**

**Signs:**

- A. Sign replacement (I.e. Open/Closed signs) must meet the latest MUTCD (Manual Uniform Traffic Code Devices) Standards at time of performance/installation.

**TASK 10 – Maintenance of Traffic (MOT):**

**Task 10.1**

**Mobilization:**

- A. Vendor will have an agreement statewide with a MOT vendor at all locations that will have an on-site clause or language of being on-site within a response time of 48 hours. The MOT vendor will provide District (contact info in section D. below) with notice within 48 hours, but actual lane closure details will be per the Districts approved date. Proof of MOT agreement shall be furnished prior to contract execution.
- B. When under a contract you do not need to apply for a permit. Send the lane closure information to the District Maintenance Engineer for office review. A traffic study is unnecessary.
- C. District Contacts (Email):
  1. District 1 (Charlotte, Collier, DeSoto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, Sarasota): [SM-D1FieldTesting@dot.state.fl.us](mailto:SM-D1FieldTesting@dot.state.fl.us)
  2. District 2 (Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union): [SM-D2FieldTesting@dot.state.fl.us](mailto:SM-D2FieldTesting@dot.state.fl.us)
  3. District 3 (Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington): [SM-D3FieldTesting@dot.state.fl.us](mailto:SM-D3FieldTesting@dot.state.fl.us)
  4. District 4 (Broward, Indian River, Martin, Palm Beach, St. Lucie): [SM-D4FieldTesting@dot.state.fl.us](mailto:SM-D4FieldTesting@dot.state.fl.us)

5. District 5 (Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia): [SM-D5FieldTesting@dot.state.fl.us](mailto:SM-D5FieldTesting@dot.state.fl.us)
6. District 6 (Dade, Monroe): [SM-D6FieldTesting@dot.state.fl.us](mailto:SM-D6FieldTesting@dot.state.fl.us)
7. District 7 (Citrus, Hernando, Hillsborough, Pasco, and Pinellas): [SM-D7FieldTesting@dot.state.fl.us](mailto:SM-D7FieldTesting@dot.state.fl.us)

## **TASK 11 – Calibration:**

### **Task 11.1**

#### **VWIM Sensor Calibration:**

- A. American Society for Testing and Materials (ASTM) e1318-02 or the most current recommended Standards per ASTM during life span of the contract will be utilized for any and all calibrations with the exception of runs per vehicle (see below).
- B. When replacing a defective sensor, ASTM e1318-02 calibration will be utilized with a Class 9 and Class 4 vehicle. These vehicles will make six runs each for verification; however, the class 9 vehicle will make an additional six runs for calibration.
- C. Accuracy for Kistler sensors shall meet ASTM e1318-02 Type I.

## **CONTRACTOR REQUIREMENTS**

### **Training:**

**All PM and CM work must be provided and performed by certified technicians, approved by the manufacturer. Manufacturer approval must be provided and submitted to FDOT Contract Manager:**

- Mettler-Toledo WIM and VWIM equipment (45MPH).
- Mettler-Toledo industrial weighing equipment.
- Fairbanks weighing equipment.
- Emery Winslow weighing equipment.
- OPEN/CLOSED signs and controllers.
- Loops and controllers and vehicle tracking networks.
- Overhead signalization and controllers.
- Over-height devices and controllers.
- Lightning protection for the WIM/static scale system and peripherals.
- Laser scanners.
- LPR cameras.
- Overview cameras.
- US-DOT cameras.
- VMS Signs.
- CMS Signs.
- DMS Signs.

## **IDENTIFICATION**

All service personnel must have an identification card, uniform or other visible means of company identification while working at FDOT facilities. Signage must be on both sides of company vehicles. Per OSHA requirements.

## **CONDUCT**

Proper, professional conduct is always expected. Conduct standards shall be provided with bid.

## **SAFETY ISSUES**

All contractor personnel must abide by all Occupational Safety and Health Administration (OSHA) standards and requirements while working in or on FDOT facilities/property. Contractor must supply their written safety policy and evidence of ongoing training. All contractor employees are to follow safety standards outlined in their safety policy.

## **DRUG FREE**

Contractor must be a drug free service provider. Policy shall be provided with bid.

## **WARRANTY**

**Contractor will provide the following warranty:**

- Parts found to be defective within 90 days of installation shall be replaced at no charge.

## **COMPLETION**

**The following actions will be a part of the completion stage for each service event:**

- All unused materials and debris must be removed from in, on, and around the FDOT facilities.
- Any DOT equipment with a bar-coded service tag is not to be destroyed or disposed of.
- The vendors service representatives will explain the work completed to the local weight inspectors at the time of CSA signature request
- PM completion – vendor shall email completed signed CSA.
- On-site CM completion – vendor will email all signed CSA's daily to FDOT Scale Maintenance personnel. Each CSA will clearly state whether CM is complete or incomplete. The CSA will reference the corresponding vendor's service ticket number.
- Remote CM completion – the vendor's technician will work with On-Call Scale Maintenance Personnel to explain the repair and inform them the problem has been resolved. The vendor's technician will provide On-Call Scale Maintenance Personnel with service ticket number and the On-Call Scale Maintenance Personnel will add this number to the WSDR and mark as complete. The CSA will reference the corresponding vendor's service ticket number.
- CSA will detail the issue and how the issue was fixed/repared/remedied.
- The receipt of these CSA's does not constitute receipt of or approval of invoices. Invoices will be submitted to the FDOT Contract Manager with a completed service report and supporting documentation in order to be processed for payment. Once FDOT Contract Manager has approved and accepted monthly PM/CM invoices/work, the vendor shall be notified. This notice shall be within 2 weeks of invoice date.
- Upon request by the Department, the vendor must supply a step-by-step process on how the issue was corrected.

## **HOURS OF COVERAGE**

Hours of service coverage are to be 24 hours a day, 7 days a week.

## **SERVICE CALLS**

**When to act on Scale Issues:**

- All Weigh Station technology, VWIM, peripheral, cameras and device service requests will be detailed in a Weigh Station Deficiency Report (WSDR) that will be submitted via

email to the vendor. The vendor will reply with acknowledgement email that contains the service ticket number. The time it took to respond to and correct an issue will be monitored and governed by the **RESPONSE TIME** section detailed below. An email is the only feasible way to track (date/time stamp) when an issue has been submitted and when the response time clock begins. This response time starts on the FDOT Scale Maintenance technician's email time stamp.

- A service request may be submitted via telephone to the vendors service representative in the event access to email is unavailable or the issue is critical, i.e. safety issues or a major failure. For times such as this, a Weigh Station Deficiency Report will be issued prior to the CSA being signed by FDOT Weigh Station personnel at the completion of a service call.
- A service request shall be submitted via telephone to the service representative if the vendor's reply acknowledgement email with service ticket number is not received in 15 minutes.
- During the vendor's scheduled maintenance shutdowns, a service request shall be submitted via telephone to the service representative. During these times the service call will be processed with a blank CSA.

## **RESPONSE TIME**

**The following response times are required:**

- First response to be within one (1) hour by phone or email to determine as much as possible about the service call:
  - **Weigh Station Deficiency Report:** Call or Email the Scale Maintenance On-Call Personnel.
- Minor Failures (Failures that do not inhibit accurate and safe weighing of traffic):
  - **Weigh Station Facility:** Respond on-site within 24 hours (only if the issue cannot be corrected remotely).
- Major Failures (Failures which incapacitate the Weigh Station; i.e. Static Scale down, open/close sign out, physical damage to WIM, directional lights, safety issues, etc.):
  - **Weigh Station Facility:** Respond on-site within 8 hours (only if the issue cannot be corrected remotely).
  - **VWIM:** Respond on-site within 48 hours (only if the issue cannot be corrected remotely).
- The vendor can choose to resolve issue via remote connection, but if not successful this time will be deducted from the on-site response time. If issue is resolved remotely and system is not under warranty the vendor shall invoice as detailed in Exhibit "C" Bid Sheet Remote Repair

## **FINANCIAL CONSEQUENCES**

**Fines for failure to respond in a timely manner will be assessed in the following manner:**

- First response after (1) hour will be assessed at \$200.00 per hour.
- Minor Failures after 24 hours will be assessed at \$200.00 per hour.
- Major Failures after 8 hours will be assessed at \$300.00 per hour.
- Any Overview, VWIM, LPR, US-DOT repairs not corrected in 72 hours will be assessed at \$200.00 per hour. If lane closure is required, penalties will only be assessed if problem is not corrected within 72 hours after districts approved lane closure time and date.

- US-1 Palm Coast Unmanned Weigh Station Security Camera repairs not corrected in 72 hours will be assessed at \$200.00 per hour.
- Penalty will be assessed \$1,000 per occurrence if scale is found to be out of compliance by Florida Department of Agriculture and Consumer Services
- If the CSA is NOT signed by the FDOT personnel, PAYMENT will not be released.
- Ramps closure provide district with notice within 48 hours and actual closure will be per District approved date unless rescheduled due to weather.
- Damaged equipment or outages due to natural disasters, vandalism, or accidents are not subject to the penalty terms of this contract. FDOT will pay for the initial replacement of the equipment but will be reimbursed should insurance damages be collected by the vendor.
- Violation of the Identification Requirements will be assessed at \$200 per instance.
- Violation of the Unused Materials Requirements will be assessed at \$500 per instance.

**Any grievance or request for waiver from fines due to necessity or inability to access facility will be at the discretion of the Motor Carrier Size and Weight Scale Program Manager.**

**Fines are assessed for every current and future location and are to include ALL weigh station functions, i.e. WIM, Static, VWIM, VDIM, LPR/USDOT/Overview Cameras, etc.**

**Rather than FDOT being cut a check for the fines, the latest invoice or invoices will be reduced by the assessed fine amount. However, fines will not be deducted from any invoice until vendor has been notified.**

## EXHIBIT "B"

### METHOD OF COMPENSATION

#### 1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in Exhibit "A", Scope of Services, and the method by which payments shall be made.

#### 2.0 COMPENSATION:

For the satisfactory **performance** of services detailed in Exhibit "A", Scope of Services, the Vendor shall be paid up to a Maximum Limiting Amount of \$\_\_\_\_\_. It is agreed that this amount will be the limit of all compensation due the Vendor for performance of the services described in Exhibit "A", Scope of Services. The Vendor shall not provide services that exceed the maximum limiting amount without an approved Amendment from the Department. The total amount of this agreement is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

Currently, \$\_\_\_\_\_ of the total amount has been approved and encumbered for this contract. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Vendor for costs or make payments in excess of currently established funding. The Department will provide written authorization (by Letter of Funds Authorization (LOFA) or with an email LOFA) if and when subsequent funding is approved and encumbered for this contract.

#### 3.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices along with a signed Customer Service Acknowledgment (CSA) form and documentation supporting the completed work (i.e., service dates, issue reported, how the issue was fixed, etc.). Invoices received without a signed CSA will be returned to the vendor and payment will not be released until the CSA is signed by FDOT personnel at the site the work was commissioned upon. Payment for services shall be made at the unit billing rates in Exhibit "C" Bid Sheet, as approved by the Department. The unit billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for parts shall be made based on the Part List provided by Vendor, as authorized and approved by Department. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department.

Invoices shall be submitted to:

Florida Department of Transportation  
Motor Carrier Size and Weight  
Attn: Statewide Scale Maintenance Manager  
605 Suwannee Street, MS52  
Tallahassee, FL 32399

#### 4.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" Scope of Services, are contained in Exhibit "C" Bid Sheet, attached hereto and made a part hereof.

Payment for parts shall be made based on Part List provided by Vendor as authorized and approved by Department. Approved expense items not contained in this price sheet shall be purchased in accordance with 60A-1.002, Florida Administrative Code, and include a minimum of two quotes for any item greater than \$2500. Any additional, approved services by specialists not included in these Exhibits and/or Attachments shall be obtained by the same practice as commodities.

#### 5.0 TANGIBLE PERSONAL PROPERTY:

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



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 Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- \_\_\_ 6. The prices have been reviewed for accuracy and all price corrections have been initialed in ink.
- \_\_\_ 7. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- \_\_\_ 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- \_\_\_ 9. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:

Bid No.: DOT-ITB-20-9076-CA

Title: Statewide Scale Maintenance

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION.