

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-20-8001-GB

INVITATION TO BID

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING (DAQW) SYSTEM**

FLORIDA'S TURNPIKE ENTERPRISE

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01

ADVERTISEMENT

INVITATION TO BID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA'S TURNPIKE ENTERPRISE

Sealed Invitation to Bid Packages will be received by the State of Florida, Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Wednesday, August 21, 2019** for this project.

BID NO.: DOT-ITB-20-8001-GB

SCOPE OF SERVICES: The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") under this Contract seeks a vendor to provide a six (6) month service and evaluation period of a portable Dynamic Automated Queue Warning (DAQW) system including furnishing, installing, configuring, setup, maintenance and operation. Services shall coincide with an adjacent milling and resurfacing (M&R) construction contract, Financial Project Identification Number (FPID) 437992.

Vendor's Qualifications:

The Vendor shall maintain and keep in force throughout the life of the Contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements shall be sufficient grounds for the Department to declare the Vendor in default pursuant to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

4.1 Permit/Product Approval, License/Certification and Registration:

- A. In accordance with Chapter 489 Florida Statutes, and the Florida Department of Business and Professional Regulation, the Vendor shall be currently licensed and hold a certification or registration under the respective trade category for the specified work to be performed under this Contract.
- B. The Vendor's DAQW system shall be approved and listed on the Florida Department of Transportation Approved Product List at <https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>

OR

- C. The Vendor shall provide to the Department a copy of the Traffic Control Device Permit approval from the Florida Department of Transportation Traffic Engineering and Research Laboratory.

A copy of the above required permit or product approval, license and/or certifications for this Contract shall be included with the Vendor's bid package.

4.2 Business Location:

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county the services are being provided (Martin County) prior to Contract execution.

4.3 Certification of Experience:

- A. The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the Scope of Services for this Contract for a minimum of three (3) years.
- B. The Vendor shall provide references for five (5) or more similar type projects and have a total of three (3) years' experience in the deployment and maintenance of similar type systems for approval by the Department. References shall include project details, owner and employee responsible for the system, and contact information (Name, Agency, Title, Phone & Email). Submit the Certificate of Experience Documentation Form 1 with the bid package.
- C. The Vendor must be approved before the Vendor can deploy the DAQW system. The DAQW system must be deployed in advance of any construction activity that negatively impacts traffic flows worse than existing conditions prior to construction.

The Department will carefully review to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

4.4 System User List:

The Vendor shall provide to the Department, within ten (10) days of the Notice to Proceed (NTP) a user list including Names, Agency, Phone, Email, and Users Status (VIEWER or OPERATOR). All system users shall access the DAQW system via a password protected login. The DAQW system shall log all actions by all users.

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete online registration, or call 1-866-352-3776 for assisted registration.

For services contracts, all 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.

For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation.

For licensing, contact:

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

NOTE: 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 seventy-two (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.

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the Timeline of the attached solicitation, with agendas for the public meetings.

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.

Scrutinized Companies Lists:

Section 287.135, Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to Section 215.473, Florida Statutes.

Title VI of the Civil Rights Act of 1964

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

INSPECTOR GENERAL:

The Contractor/Consultant/Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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

HOW TO APPLY: Prospective bidders may obtain a complete Invitation to Bid (ITB), including specifications and general bid conditions for the above-referenced project by copying the link below into your browser:

http://www.myflorida.com/apps/vbs/vbs_search_r2.matching_ads

The Department reserves the right to reject any or all bids.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

http://www.myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for "Agency" and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "ITB" number**

We encourage all vendors to regularly check this site.

State of Florida
Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761-3069

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM

E-MAIL: Gail Brown at gail.brown@dot.state.fl.us or **FAX:** (407) 264-3058

Bid Number: DOT-ITB-20-8001-GB

Title: Dynamic (Short Term) Automated Queue Warning (DAQW) System - Florida's Turnpike Enterprise

Bid Due Date & Time (On or Before): Wednesday, August 21, 2019 2:30pm

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax or e-mail *this sheet only* to the Florida Department of Transportation Procurement Office at (407) 264-3058 or gail.brown@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:

http://www.myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for Agency and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "ITB" number.**

It is the responsibility of all potential bidders 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: Gail Brown (407) 264-3995, or e-mail to gail.brown@dot.state.fl.us.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-20-8001-GB

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**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM**

FLORIDA'S TURNPIKE ENTERPRISE

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01

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**State of Florida
Department of Transportation**



INVITATION TO BID

DOT-ITB-20-8001-GB

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM**

FLORIDA'S TURNPIKE ENTERPRISE

CONTACT FOR QUESTIONS:

MAIL BIDS TO:

Ms. Gail Brown
Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761-3069

SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

Ms. Gail Brown
Florida Department of Transportation
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Turkey Lake Service Plaza, Building No. 5315
Ocoee, Florida 34761-3069

EMAIL OR FAX ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Ms. Gail Brown
Phone: (407) 264-3995 Fax: (407) 264-3058
Email: gail.brown@dot.state.fl.us

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide a six (6) month service and evaluation period of a portable Dynamic Automated Queue Warning (DAQW) system including furnishing, installing, configuring, setup, maintenance and operation. The implementation of the DAQW system will coincide with Financial Project Identification (FPID) 437992, a milling and resurfacing (M&R) project located in Martin County, Florida Mainline (SR-91) from Milepost 117.843 to Milepost 138.037. The Contract will be in effect for six (6) months after the Department's issuance of a Notice to Proceed (NTP).

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 http://www.myflorida.com/apps/vbs/vbs_main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
A PRE-BID CONFERENCE WILL NOT BE HELD		
DEADLINE FOR TECHNICAL QUESTIONS <i>There is no deadline for administrative questions.</i>	08/09/2019	05:00 PM
BIDS DUE (ON OR BEFORE) (See Notes 1 & 2) Florida's Turnpike, MP 263 Turkey Lake Service Plaza, Bldg. 5315, Room 2167 Ocoee, Florida 34761	08/21/2019	02:30 PM
PUBLIC OPENING (See Notes 1 & 2) Florida's Turnpike, MP 263 Turkey Lake Service Plaza, Bldg. 5315, Room 2167 Ocoee, Florida 34761	08/21/2019	02:30 PM
POSTING OF INTENDED DECISION/AWARD	08/27/2019 05:00 PM	THROUGH 08/30/2019 05:00 PM

(Note 1: All meetings listed above are open to the public).

(Note 2: 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. Bids which for any reason are not so delivered will not be considered).

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 two (2) minutes by Department Procurement Office personnel.

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

Bids opened – At conclusion of public input or fifteen (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-bid conference, public meeting, and/or opening shall contact the Procurement Agent 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**

BIDDERS 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 bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

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

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

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

3) **QUESTIONS & ANSWERS**

In accordance with Section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (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 bidders will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Florida Department of Transportation, Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761-3069
Fax (407) 264-3058
Email: gail.brown@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3995

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

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

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_www.main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their 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/.

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 Work Place
3. Section 287.057(11), Minority Business Enterprise

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

8) PRE-BID CONFERENCE

A Pre-Bid Conference will not be held.

9) QUALIFICATIONS

9.1 GENERAL

The Vendor shall maintain and keep in force throughout the life of the Contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements shall be sufficient grounds for the Department to declare the Vendor in default pursuant to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

9.1.1 Permit/Product Approval, License/Certification and Registration:

- A. In accordance with Chapter 489 Florida Statutes, and the Florida Department of Business and Professional Regulation, the Vendor shall be currently licensed and hold a certification or registration under the respective trade category for the specified work to be performed under this Contract.
 - B. The Vendor's DAQW system shall be approved and listed on the Florida Department of Transportation Approved Product List at <https://fdotwpl.dot.state.fl.us/ApprovedProductList/Specifications>
- OR
- C. The Vendor shall provide to the Department a copy of the Traffic Control Device Permit approval from the Florida Department of Transportation Traffic Engineering and Research Laboratory.

A copy of the above required permit or product approval, license and/or certifications for this Contract shall be included with the Vendor's bid package.

9.1.2 Business Location:

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county the services are being provided (Martin County) prior to Contract execution.

9.1.3 Certification of Experience:

- A. The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the scope of services for this Contract for a minimum of three (3) years.
- B. The Vendor shall provide references for five (5) or more similar type projects and have a total of three (3) years' experience in the deployment and maintenance of similar type systems for approval by the Department. References shall include project details, owner and employee responsible for the system, and contact information (Name, Agency, Title, Phone & Email). Submit the Certificate of Experience Documentation Form 1 with the bid package.
- C. The Vendor must be approved before the Vendor can deploy the DAQW system. The DAQW system must be deployed in advance of any construction activity that negatively impacts traffic flows worse than existing conditions prior to construction.

The Department will carefully review to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

9.1.4 System User List:

The Vendor shall provide to the Department, within ten (10) days of the NTP a user list including Names, Agency, Phone, Email and Users Status (VIEWER or OPERATOR). All system users shall access the DAQW system via a password protected login. The DAQW system shall log all actions by all users.

9.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" Form 1), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1.3 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 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services 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
(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 criterion 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, Gail Brown, Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Building No. 5315, Ocoee, Florida 34761-3069**, within ten (10) days after the ending date of the period for posting the intended award decision.

(X) 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.

(X) The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law. The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

Refer to Exhibit “B,” Method of Compensation attached hereto and made a part hereof.

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 bidder agrees to be legally bound by these terms and conditions.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

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

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

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

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

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

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

19) RESERVATIONS

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the 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 Florida Department of Transportation, 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) "DRUG-FREE WORKPLACE" PREFERENCE

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with Section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-20-8001-GB - Confidential Material." The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

OVERNIGHT MAIL OR HAND DELIVERY

**Florida Department of Transportation
Florida's Turnpike Enterprise
Ms. Gail Brown
Florida's Turnpike, Milepost 263
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761-3069**

UNITED STATES POSTAL SERVICE (USPS)

**Florida Department of Transportation
Florida's Turnpike Enterprise
Ms. Gail Brown
P.O. Box 613069
Ocoee, Florida 34761-3069**

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

27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

The Department's decision will be posted on the Florida Vendor Bid System at, http://www.myflorida.com/apps/vbs/vbs_main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," under this ITB number), 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:

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

bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated Contract amount based on the Contract price submitted by the protestor.

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

28.2 - Inability to Post:

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

28.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

29) 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) A Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

30) ATTACHED FORMS

Form 1 - Certificate of Experience Documentation
Form 2 - Drug-Free Workplace Program Certification
Form 3 - Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
Form 4 - Corporate Resolution
Form 5 - Addenda Acknowledgement Form

31) TERMS AND CONDITIONS

31.1 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.

31.2 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

32) 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:

1. Standard Written Agreement
2. Exhibit "A," Scope of Services
3. Attachments "A" – "C"
4. Special Conditions
5. Exhibit "B," Method of Compensation
6. Exhibit "C," Bid Blank
7. Instructions to Respondents (PUR 1001)
8. General Conditions (PUR 1000)

33) ESTIMATED QUANTITIES

The Department anticipates purchasing the estimated quantities shown on the bid sheet(s), for a six (6) month 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 are more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-20-8001-GB

FORMS

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM**

FLORIDA'S TURNPIKE ENTERPRISE

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I _____, _____ of
(Print/Type Name) (Title)

_____, hereby certify that this Company has been in business for a
(Name of Business)
minimum of three (3) years and has the experience to perform the services requested by DOT-ITB-20-8001-GB. The Vendor shall provide references for five (5) or more similar type projects and have a total of three (3) years' experience in the deployment and maintenance of similar type systems for approval by the Department.

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise to inquire for references as to my performance.

Signature: _____ Date: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

Note: In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business specifically related to the technical scope and volume of work to that specified in the scope of work for this Contract for the minimum number of years indicated above. Submit documentation of the work experience with the bid package.

The Department will carefully review to determine if the Vendor(s) is responsive, responsible and qualified in the area of work contemplated by this Contract.

Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Print out additional copies of the form or attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$_____

Client/Company's Name: _____

Owner's Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Name of Business: _____

**DRUG-FREE WORKPLACE PROGRAM,
VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
NOTICE OF INTENT TO SUBLET**

I, _____,
(Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)

of _____, hereby certify that;
(Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, Florida Statutes.

B. Vehicle Operator License & Vehicle Registration

All operators driving Bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 Florida Statutes, and further states that all vehicles operated, or caused to be operated by said Bidder;

- Meet the financial responsibility requirements in accordance with Chapter 324 Florida Statutes, and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 Florida Statutes, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 Florida Statutes, and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

The Vendor shall not sublet any portion of work on this project.

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution*)

*If person signing the form is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Florida Statutes
287.135

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

375-030-60
PROCUREMENT
OGC – 07/18

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

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, Florida Statutes or is engaged in a boycott of Israel. Section 287.135, Florida Statutes also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, 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 Section 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: _____

CORPORATE RESOLUTION OF

(Recite Name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for _____

NOW THEREFORE, IT IS RESOLVED, that _____ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$_____), upon the terms and conditions contained in the proposed Contract, a copy of which is attached hereto as Exhibit "A," Scope of Services and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the _____ day of _____, 20_____, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this _____ day of _____, 20_____.

Signature of Secretary

Name of Secretary printed or typed

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

DOT-ITB-20-8001-GB

.....
ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 5

The Bidder shall acknowledge receipt of each addenda to this Invitation to Bid by completing this form and including same in the bid package.

Addenda No.	Date	By
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to confirm receipt of addenda may cause for rejection of the Bidder's bid package.

Dated _____, 20 _____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-ITB-20-8001-GB

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM
FLORIDA'S TURNPIKE ENTERPRISE**

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 437992-4-93-01

F.E.I.D. No.: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S. _____
(required for contracts in excess of \$5 million)

Procurement No.: DOT-ITB-20-8001-GB

D.M.S. Catalog Class No.: 32151800, 46161500, 81102201

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with providing a six (6) month service and evaluation period of a portable Dynamic Automated Queue Warning (DAQW) system including furnishing, installing, configuring, setup, maintenance and operation located along Florida's Turnpike Mainline (SR-91) from Milepost 117.843 to Milepost 138.037 in Martin County, Florida, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," Scope of Services attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- Services shall commence upon execution and shall be completed within ____ year(s) or date of termination, whichever occurs first.
 - Services shall commence upon written notice from the Department and shall be completed within six (6) months or date of termination, whichever occurs first.
 - Other: See Exhibit “A”

B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department’s invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department’s Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):
- No general liability insurance is required.
 - The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
 - The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ _____.
- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shmt>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

- E. 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.

7. ASSIGNMENT AND SUBCONTRACTS

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

- B. Select the Appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officer on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Paul Wai, P.E.

(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-20-8001-GB

**EXHIBIT "A"
SCOPE OF SERVICES**

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM**

FLORIDA'S TURNPIKE ENTERPRISE

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01

EXHIBIT “A” SCOPE OF SERVICES

DYNAMIC (SHORT TERM) AUTOMATED QUEUE WARNING (DAQW) SYSTEM

FLORIDA’S TURNPIKE ENTERPRISE

ESTIMATED QUANTITIES CONTRACT

1.0 Introduction:

1.1 Description of Services:

This is an estimated quantities Contract in which the specified work shall consist of a six (6) month service and evaluation period of a portable Dynamic Automated Queue Warning (DAQW) system including furnishing, installing, configuring, setup, maintenance and operation. The work consists of furnishing a DAQW system, as described in Attachment “A,” Dynamic Automated Queue Warning (DAQW) System Type 1 Plan Layout and herein. The Vendor shall provide all necessary equipment, materials and incidentals as well as repair, maintenance, setup, training and coordination, as required to meet the objectives of the DAQW evaluation process. Services will begin upon the Department’s issuance of a Notice to Proceed (NTP) to the Vendor. Services shall coincide with an adjacent milling and resurfacing (M&R) construction contract, Financial Project Identification Number (FPID) 437992.

1.2 Definition of Terms:

For the purpose of this Contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown hereunder:

Contract: The term “Contract” means the entire and integrated Agreement between the Department and the Vendor (hereinafter collectively referred to as the “Parties”), and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents (Standard Written Agreement, Exhibit “A,” Scope of Services, Exhibit “B,” Method of Compensation, Exhibit “C,” Bid Blank, Attachments, and any amendments and supplements thereto) form the Contract between, the Department and the Vendor setting forth the obligations of the Parties, including the performance of the Scope of Services and the basis of payment.

Department: State of Florida, Department of Transportation, Florida’s Turnpike Enterprise

Department’s Project/Contract Manager: The individual employee(s) of the Department responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection and acceptance of services provided and approval for payment of services requested herein.

Supplemental Agreement: A written agreement between the Vendor and the Department modifying the Contract within the limitations set forth in the Contract, and as provided by law.

Turnpike Facilities: Turnpike Facilities include, but are not limited to, administrative offices, communications buildings, law enforcement offices, maintenance facilities, storage buildings, pump houses, services plazas, office buildings, hub buildings, and toll plazas which included toll buildings,

tollbooths, canopies, tech shop buildings, generator buildings, concrete walls, barriers, curbs, walkways and other related buildings and structures within the Department's Right of Way.

Vendor: The firm selected through the competitive bid process to provide the services requested herein.

Vendor's System's Coordinator: The local employee of the Vendor responsible for the service and maintenance of the system and system components.

Work Document/Authorization: A work request issued periodically to the Vendor for work required at the Contract sites, describing work and pay item quantities authorized to the Vendor to proceed with the work.

2.0 Location:

The implementation of the DAQW system will coincide with FPID 437992. FPID 437992 is a milling and resurfacing (M&R) project in Martin County, Florida, along Florida's Turnpike Enterprise Mainline (SR-91) from Milepost 117.843 to Milepost 138.037.

3.0 Project Regions:

The Department's M&R project (FPID 437992) is comprised of several Maintenance of Traffic (MOT) phases, this work will accompany only selected phases listed in this Exhibit. Due to the anticipated phasing of the M&R project (FPID 437992), work will be split into two regions: North and South. In approximate limits, the North Region encompasses 11.5 miles, while the South region encompasses 9.5 miles. The Vendor shall follow the MOT sequence and complete the North region first, as required by the Department. As a result, either region provides a suitable test bed for the pilot system technology. Selecting the larger region, MOT Phase 3, anticipates a production rate of 5.2 days per mile of paving. MOT, Phase 4, anticipates 8.9 days per mile, which for the 11.5-mile length, results in a total duration of 162.5 days. Due to the concurrent nature of these projects, a specific correlated schedule among both projects cannot be determined prior to the advertising of this Invitation to Bid. The Department anticipates the M&R project (FPID 437992) will have an active MOT sequence greater than one hundred and sixty (160) days for the North Region, allowing the Smart Work Zone (SWZ) be active for the same duration, during single lane closures as allowable under the MOT phasing for M&R project (FPID 437992).

4.0 Vendor's Qualifications:

The Vendor shall maintain and keep in force throughout the life of the Contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements shall be sufficient grounds for the Department to declare the Vendor in default pursuant to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

4.1 Permit/Product Approval, License/Certification and Registration:

- A. In accordance with Chapter 489 Florida Statutes, and the Florida Department of Business and Professional Regulation, the Vendor shall be currently licensed and hold a certification or registration under the respective trade category for the specified work to be performed under this Contract.
- B. The Vendor's DAQW system shall be approved and listed on the Florida Department of Transportation Approved Product List at <https://fdotwp1.dot.state.fl.us/ApprovedProductList/Specifications>.

OR

- C. The Vendor shall provide a copy of the Traffic Control Device Permit approval from the Florida Department of Transportation Traffic Engineering and Research Laboratory.

A copy of the above required permit or product approval, license and/or certifications for this Contract shall be included with the Vendor's bid package.

4.2 Business Location:

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county the services are being provided (Martin County) prior to Contract execution.

4.3 Certification of Experience:

- A. The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the scope of services for this Contract for a minimum of three (3) years.
- B. The Vendor shall provide references for five (5) or more similar type projects and have a total of three (3) years' experience in the deployment and maintenance of similar type systems for approval by the Department. References shall include project details, owner and employee responsible for the system, and contact information (Name, Agency, Title, Phone & Email). Submit the Certificate of Experience Documentation Form 1 with the bid package.
- C. The Vendor must be approved before the Vendor can deploy the DAQW system. The DAQW system must be deployed in advance of any construction activity that negatively impacts traffic flows worse than existing conditions prior to construction.

The Department will carefully review to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract.

4.4 System User List:

The Vendor shall provide to the Department, within ten (10) days of the NTP a user list including Names, Agency, Phone, Email and Users Status (VIEWER or OPERATOR). All system users shall access the DAQW system via a password protected login. The DAQW system shall log all actions by all users.

5.0 Work Schedule:

Due to the nature of the MOT phasing, as well as lane closure restrictions, the Department anticipates daily setups, adjustments or other maintenance shall be required. The Vendor shall perform all work unless otherwise approved by the Department's Project/Contract Manager, strictly between the hours of 10:00 PM to 6:00 AM, Sunday through Thursday Night, which will comprise the active work zone timeframes for evaluation purposes. The Vendor will not be entitled to any compensation for work performed outside the regular work hours unless approved in advance by the Department.

6.0 DAQW Evaluation Process:

The Department will evaluate the DAQW technology, which is anticipated to consist of the below data elements. The Department will gather the data from existing systems and provide the analysis, however, the Vendor will support this evaluation process with data from their system, as well as interviews with their project staff to identify lessons learned, review hours of operation, and develop best practices for the application of this technology.

The Department will evaluate the results of the six (6) months DAQW data deployed within the M&R project (FPID 437992), as well as a review of a comparable period of the same or similar work, without the DAQW in place. Data will be evaluated prior to system deployment, and throughout the Contract. Based on the above schedule summary, it is anticipated that SWZ be evaluated during active work zone timeframes for the North Segment, Phase 3 & 4 MOT schemes, and the control point will be the South segment during Phase 3 & 4 MOT schemes.

A. Review of available crash data:

The Department will utilize existing sources from Signal 4, and Crash Analysis Reporting (CAR) online, as well as the Vendor's project staff. The Department will review crash reports in the project work limits, specifically seeking a decrease in rear-end and off-road crashes. The Department will review reports to identify crashes occurring within the influence area of the DAQW system during its operation, versus crashes occurring within M&R project (FPID 437992) without the use of the DAQW technology.

B. Review of corridor travel times:

The Department will utilize existing sources for travel time information for comparison during the DAQW pilot duration active times during the noted phases.

C. Review of corridor volumes:

The Department will utilize existing sources for collection of volume data in advance, throughout, and downstream of the work zone area for the evaluation periods.

7.0 Specifications: Dynamic (Short Term) Automated Queue Warning (DAQW) System

A. Description:

The Vendor's DAQW system shall be approved and listed on the Florida Department of Transportation Approved Product List or the Vendor shall have a valid Traffic Control Device Permit approval from the Florida Department of Transportation Traffic Engineering and Research Laboratory.

1. DAQW systems are designed to warn motorists approaching a work zone of **SLOW** or **STOPPED** traffic conditions in a real-time fully automated system in an effort to minimize rear end crashes that result from unexpected slowdowns or queues. DAQW systems are designed for short term deployments (i.e. night paving, or a lane closure). Typically, several sensors are located in the area of concern and spaced every 0.5 (desired) to 1.0 mile and all system devices communicating every minute with a central system which controls upstream message sign(s) with real-time warnings.

2. DAQW systems shall be designed for quick deployment and removals (less than fifteen (15) minutes per Type 1 system, refer to Attachment "A," Dynamic Automated Queue Warning (DAQW) System Type 1 Plan Layout and specifications in this Exhibit) by traffic control workers that do not require any more than fifteen (15) minutes of training to know how to properly deploy a DAQW. DAQW systems shall utilize proven non-intrusive traffic sensors (typically Doppler radar) that utilize secure wireless cellular communications with a remote central system, which in turn provides the system logic and controls the associated upstream Portable Changeable Message Signs (PCMS). The Type 1 DAQW system shall provide information for queues up to approximately 3.0-3.5 miles long in advance of the work area or lane taper. More than one (1) Type 1 DAQW systems can be installed back to back for queues that are expected to exceed the coverage area for a Type 1 DAQW system or additional sensors, and signs can be added. PCMS should be less than four (4) miles apart and in advance (+/- 0.5 miles) of key alternative route options/exits. The **DYNAMIC** nature of these systems shall accommodate the random placement of sensors and signs and be able to determine the proper order and apply the associated logic to warn drivers of the closest SLOW or STOP & GO traffic conditions with 0.5-mile accuracy (rounded down to the shortest 0.5-mile distance) at least once every fifteen (15) minutes, configurable to five (5) minutes.

B. System Requirements:

1. The Vendor shall furnish a National Transportation Communications for ITS (Intelligent Transportation Systems) Protocol (NTCIP) compliant DAQW system capable of providing real-time traffic information to motorists at least one (1) mile upstream of any slowing of traffic due to congestion resulting from lane reductions or other construction activities. The condition-responsive notification to the motorist occurs with the use of Portable Changeable Message Signs (PCMS) activated through real-time traffic data collected downstream of the PCMS location. This equipment must be a packaged system that operates as a stand-alone DAQW meeting this specification.
2. The Vendor's DAQW system must calculate and notify drivers via PCMS of the traffic delay conditions ahead. All DAQW system messages shall be submitted and approved by the Department's Engineer prior to use. The decision to deploy or relocate field equipment is made by the Department's Engineer and instrumented through the Vendor's System Coordinator. The decision for equipment removal is made by the Department's Inspector after completion of work.
3. The Vendor's DAQW software interface shall display the current status (device location, sign message, sensor speed, communication status, power level, CCTV image, and other relevant information) in both a List and Map view. The map view must show common device icons and color-coded sensors, or roadway segments based on current conditions. The map must utilize a common mapping base (Google, Bing, etc.) and be scalable.
4. The Vendor's DAQW system shall be capable of acquiring traffic information and selecting messages automatically without operator intervention after system initialization. The lag time between changes in threshold ranges and the posting of the appropriate PCMS message(s) shall be no greater than sixty (60) seconds. The system operation and accuracy must not be appreciably degraded by inclement weather or degraded visibility conditions including precipitation, fog, darkness, excessive dust, and road debris.
5. The Vendor's DAQW system shall be capable of storing ad-hoc messages created by the Vendor's System Coordinator and logging this action when overriding any default or automatic advisory message.

6. The Vendor's DAQW communication system shall incorporate an error detection/correction mechanism to insure the integrity of all traffic conditions data and motorist information messages. Any required configuration of the Vendor's DAQW communication system shall be performed automatically during system initialization.
7. Pre-deployment system acceptance is based on the successful performance demonstration of the Vendor's DAQW for a five (5) day continuous period in accordance with the specifications in this Exhibit and as set forth in Attachment "A," Dynamic Automated Queue Warning (DAQW) System Type 1 Plan Layout prior to the first project deployment. This acceptance will be at a location of the Department's direction in advance of the project deployment.
8. The Vendor's DAQW detector shall be capable of collecting traffic speed data. The processed data is used to remotely control PCMS's to display user definable, Department Engineer-approved messages. The message trigger state thresholds are adjustable but not changed unless approved in writing by the Department. Typical SLOW threshold is between 45-35 mph and typical STOPPED thresholds are 25-15 mph. The Vendor's DAQW detector shall provide the speed data to an external DAQW system controller every minute, which shall utilize the approved system logic and automatically control the associated PCMS every minute.

C. Automatic Dynamic System Sensor Adjustments:

The Vendor's DAQW system shall be capable of providing the proper warning and distance-based outputs regardless of the order the system sensors are deployed. The adjustment shall be automatic and shall occur within ten (10) minutes of deployment or any shifts or order change of devices. The PCMS distance messages shall automatically adjust to the actual distances and result in a warning distance rounded down to the next 0.5-mile distance to conservatively accommodate rapidly building queues. This dynamic adjustment must be demonstrated to the Department during the test deployment phase of the project.

D. System Data:

The Vendor's DAQW system data shall be accessible twenty-four (24) hours a day, seven (7) days a week for all historical data up to the latest minute for authorized system users. Users shall be able to generate quick and easy (within a few minutes) customized data queries tabular and graphs, which shall include, but not be limited to Message History, Sensor Speed and Count history. Available parameters shall include: Sample period (1-minute, 5-minute, 15-minute, 1 hour). Date/Time Ranges (Last Hour, Last Day, Last Week, Any Day, Any Hour, Any Week, Custom Defined (with easy pick time and date). System data shall be readily and easily (within 1 to 2 minutes) available to export to a spreadsheet format acceptable to the Department for the custom defined devices and parameters. Department employees shall be able to merge multiple devices together to examine related data in a single output (i.e. see message history and speeds of all related sensors).

E. Reports (Daily or Weekly Heat Maps):

The Vendor's shall provide access to weekly traffic condition reports in the form of interactive interface heat maps that indicates the speed conditions every fifteen (15) minutes (Green=FREE FLOW, Yellow=SLOW, Red=STOPPED) as well as all message history (at specific time changes with message text) all on a single output to allow users to quickly see queue lengths and congestion in a single display. The queue length shall be obvious based on the color-coded user-interactive chart. The display should allow users to hover over and see any given message or speed for that period.

The periods should be fifteen (15) minutes by default and allow for a one (1) minute granularity. All historical data shall be available twenty-four (24) hours a day, seven (7) days a week and up to the latest minute, within one (1) to two (2) minutes of system data recognition, for the Department's authorized users to view. These reports shall also be delivered via email, ideally as an automated email delivery, to the Department's authorized system users.

F. Equipment:

The Vendor shall provide all equipment, supplies, materials, and labor to make the system operational. All Vendor related costs including equipment, installation, communication, device power and maintenance (incidental to the system). Additional to these requirements, the Vendor shall assume all responsibility for any and all damaged equipment due to crashes, vandalism, adverse weather, and other related causes that may occur during the Contract period.

G. Power Source:

1. The Vendor shall provide DAQW equipment capable of operating continuously twenty-four (24) hours, seven (7) days a week in all weather conditions (refer to 14.0.B Delay of Work Due to Weather or Other Causes for exceptions) and continue to provide adequate power without any intervention for short durations (night deployments, weekend closures).
2. The Department has the right to request power calculations.

H. The Vendor's DAQW shall consist of the following field equipment:

1. Portable Traffic Sensor (PTS):

The Vendor's PTS shall be 12 VDC, portable and non-invasive vehicle detection devices. Short Term DAQW sensors should use proven Doppler radar detectors with adequate range to detect approach only traffic for up to three (3) lanes of traffic. All devices shall be of proven technology commonly used by the Department and shall be submitted to the Department for approval prior to deployment. These devices must be National Highway Cooperative Research Program 350 (NCHRP 350) approved or exempt devices/assemblies.

Locating these sensors outside the clear zone can potentially result in inaccurate speed data and is not recommended by the Department.

2. Portable Changeable Message Signs (PCMS):

All DAQW message signs shall be NTCIP compliant and Department-approved prior to deployment. The Vendor shall provide DAQW equipment that complies with all Department requirements of the PCMS and details shown on the Attachment "A," Dynamic Automated Queue Warning (DAQW) System Type 1 Plan Layout. Each PCMS used as part of an DAQW system shall contain a Doppler radar to provide a "Max Queue Alert" (refer to Section 9.0, Alerts and Malfunctions). PCMS shall be a minimum of three (3) lines of eight (8) characters with 18" character height, and incompliance with Manual of Uniform Traffic Control Devices (MUTCD) and NCHRP requirements.

3. Cellular Communications:

The Vendor shall provide DAQW equipment utilizing proven 3G or better cellular modems with major service communications providers. The Vendor shall ensure that all devices are provided with reliable communication networks to minimize communication malfunctions.

4. The Vendor must maintain an adequate inventory of detector and sign parts to quickly support maintenance and repair of the DAQW equipment.

8.0 Vendor's System Coordinator:

The Vendor shall employ an On-Site DAQW System Coordinator to maintain the system. The Vendor's System Coordinator shall be locally available to service and maintain system components, move portable devices as necessary and respond to emergency situations. The Vendor's System Coordinator shall be accessible twenty-four (24) hours a day, seven (7) days a week while the system is deployed. The Vendor shall provide contact information (Name, Cellular Phone & Email) for the System Coordinator and others responsible for maintenance of the system within ten (10) business days after the issuance of the NTP. The DAQW shall be monitored daily throughout any period of deployment.

9.0 Alerts and Malfunctions:

- A. The Vendor's DAQW system shall monitor DAQW equipment and provide automatic alerts with device location/ID (Direction, Roadway, Mile Marker) and status details (Low Speed, Normal Speed, Malfunction, Okay, Date/Time, and other required details) to designated project personnel for the following:

Communication Failure:	Loss of communications for more than fifteen (15) minutes
Communication OK:	Communications are restored
Low Power:	< 11.5 VDC (or another user defined threshold)
Normal Power:	> 12.0 VDC (or another user defined threshold)
Low Speed Alert:	< 15 mph (or another user defined threshold)
Normal Speed Alert:	> 45 mph (or another user defined threshold)
Max Queue Alert:	< 20 mph at furthest upstream DAQW PCMS

- B. In the event that communication is lost between any field equipment, the PCMS shall revert to a Department approved message displayed on the PCMS(s) until communications is restored at which time system automation shall automatically resume.

10.0 Measurement:

- A. The Vendor's Short Term DAQW Type 1 system shall be measured by the calendar day, including Saturday and Sunday, for four (4) quickly deployable and portable detection unit(s), and one (1) portable changeable message sign as described above and as shown on Attachment "A," Dynamic Automated Queue Warning (DAQW) System Type 1 Plan Layout. Each system shall include systems communications and required maintenance during the term of this Contract. All Short Term DAQW system devices shall be set up and operational at least one (1) hour before the scheduled construction activities begin. Advanced setup times are incidental to the DAQW system measurements for time of full system operation. Relocations shall be incidental to each deployment.
- B. Conditions might exist that require multiple deployments of this system at a given time. The Department reserves the right to terminate this Contract at any time if it determines this DAQW is not performing in accordance with this specification or the Vendor has not met the responsibilities identified in this specification.

11.0 Subletting of Work:

The Vendor shall not sublet, assign or transfer any work under this Contract.

12.0 Lane Closure Procedures:

All lanes closures will be performed utilizing the M&R project (FPID 437992).

13.0 Performance Measures:

The Vendor will be expected to complete the work within the timeframe established in work document. The established timeframe shall be agreed upon by both parties, the Department’s Project/Contract Manager and the Vendor. A time extension may be given by the Department’s Project/Contract Manager for re-performing the work. Failure to complete the work within the allowed timeframe could result in a deduction based on the following performance criteria:

PERFORMANCE CRITERIA		
<i>Deficiency Identification</i>	<i>Time Allowed/Criteria</i>	<i>Deduction</i>
a. Work not completed within allowed timeframe.	Work must be completed within the timeframe established in work document.	1% of the work document amount, per day late.*
b. Work document not completed correctly or according to requirements.	Re-perform the work until correct. Work must be completed according to requirements established in the work document, procedures, specifications, and other Contract documents.	1% of the work document amount per day late, due to exceeding allowed timeframe in re-performing the work.*

*All deductions withheld from the Vendor will occur through adjustments to the next monthly invoice amount.

14.0 Safety and Worker Protection:

A. Safety and Worker Protection Requirements

1. The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the scope of work. The Vendor shall provide the necessary protection for the safety of its employees and the public to prevent damage, injury, or loss to:
 - All employees at the site and other persons who may be affected thereby.
 - All the work and all materials, and/or equipment to be incorporated therein, whether in storage on or offsite.
 - Other property at a site or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures, and utilities.
2. The Vendor shall assume full liability for compliance with all federal, state and local regulations pertaining to the protection of workers and persons occupying adjacent Turnpike Facilities.
3. Any damages to the property of the traveling public and/or the Department as a result of the Vendor’s work shall be the sole responsibility of the Vendor.

4. The Vendor's employees shall always wear safety vests (current Department approved) when working within the Department's Right of Way.
5. The Vendor's vehicles/equipment shall have the company name and/or logo with amber strobe lights mounted on top of all vehicles/equipment. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from each site.

B. Delay of Work Due to Weather or Other Causes

1. When the work is delayed or precluded from being done on schedule, by inclement weather, natural disaster, emergency condition, other work performed by Department personnel, or another Department vendor, the Vendor shall reschedule the work and advise the Department of the change in schedule caused by the weather or any other cause for the delay, such as the example contained herein.
2. In case of extreme traffic or weather conditions, the Vendor shall be required to remove their operation/equipment from the roadway and/or right of way at the discretion of the Department, the Florida Highway Patrol, or other law enforcement agency having jurisdiction over these roadways.

15.0 Notification of Damages and Damage Repair:

The Vendor shall notify the Department's Project/Contract Manager verbally and/or by email of any damages to Turnpike Facilities or property of the traveling public as a result of the Vendor's operations. The notification shall be completed during the next business day and include, at a minimum, the type of damage, location, nature of the incident, time and date of occurrence, photos and any related injuries. The Vendor shall, at its sole expense, repair all damages within twenty-four (24) hours of the incident, or with in such other time approved by the Department's Project/Contract Manager.

16.0 Clean-up and Disposal:

The Vendor shall maintain all site and setup areas in a clean, neat and presentable condition. Upon completion of Vendor's work activities, the Vendor shall collect and remove from the site all surplus, discarded materials and any other trash caused by the work, and properly dispose of the same at a dumpsite approved for the disposal of each different type of material. Daily clean-up and disposal of materials shall be performed to the satisfaction of the Department's Project/Contract Manager. All costs associated with clean-ups and disposals are incidental to this Contract and shall be included in the Vendor's unit prices shown on the Exhibit "C," Bid Blank.

17.0 U-Turns:

No U-turns are permitted at median openings, maintenance gates, or such other openings that are intended for the use of emergency vehicles. U-turns shall only be permitted at service plazas or at the next available exit.

18.0 The Department's Responsibilities

18.1 Administration of Contract

- A. All work under this Contract shall be under the administration of the Department.
- B. The Department will schedule a kickoff/staging review after the issuance of NTP.

- C. The Department will assign a Project/Contract Manager to administer the terms and conditions of the Contract at the kickoff/staging review. An Engineer will also be assigned at the kickoff/staging review.

18.2 Periodic Inspection

The Department shall have the right to conduct periodic inspections of the equipment and materials used to determine compliance with the requirements of this Contract. The Department shall have the right to inspect and reject any and all equipment and materials that do not meet with the requirements of the Contract. Any equipment or materials rejected by the Department shall be corrected at the Vendor's expense. Failure to reject defective equipment or materials, whether from lack of discovery or for any other reason, shall not relieve the Vendor from responsibility to complete the work in full compliance with all Contract requirements, and shall in no way prevent later rejection of such defective equipment or materials by the Department.

18.3 Performance Evaluation

The Department shall conduct an evaluation of the Vendor's performance at the end of this Contract and any subsequent time extension(s) of this Contract. The "Contractor Field Performance Report" shall be used for this purpose. The Vendor shall have an opportunity to review the report and make comments. The Vendor shall be required to sign the report acknowledging receipt of the performance evaluation.

19.0 Duration of Contract

Work shall commence upon the start date identified in the written NTP issued by the Department and shall be completed within six (6) months thereafter.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-20-8001-GB

ATTACHMENTS

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM
FLORIDA'S TURNPIKE ENTERPRISE**

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01



ATTACHMENT "A" DYNAMIC AUTOMATED QUEUE WARNING (DAQW) SYSTEM TYPE 1 Plan Layout (Typical)

Intelligent Portable Changeable Message Sign
PCMS w/Sensor & Modem (3.0-3.5 mi b4 WZ)

AUTOMATED QUEUE WARNING SYSTEM

EQUIPMENT * 4 Portable Speed-Mac Sensors

* 1 Intelligent PCMS + Doppler

SYSTEM * Web-Based Remote Queue
Warning Server

Portable Traffic Sensors (Speed-Mac)(Qty = 4)
0.1, 0.5, (1.0-1.5) & (2.0-2.5) before Taper

SYSTEM LOGIC:

APPROACH SPEEDS AT SENSOR(S)

SLOW TRAFFIC: Avg Speeds < 45 mph

- CAUTION SLOW TRAFFIC - X MILES AHEAD

STOPPED TRAFFIC: Avg Speeds < 20 mph

- CAUTION STOPPED TRAFFIC - X MILES AHEAD

APPROACH SPEEDS AT PCMS

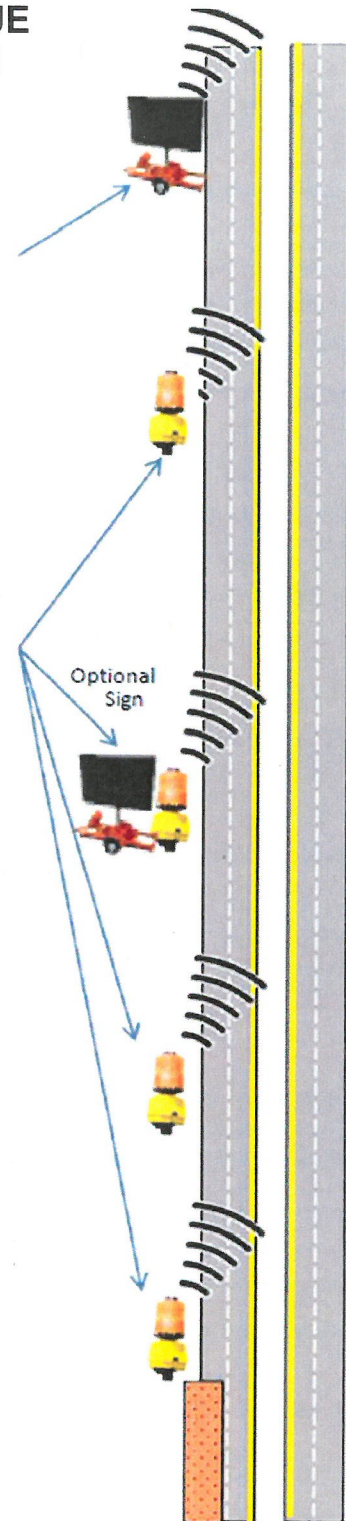
FREE FLOW:

WORKZONE 3 MILES AHEAD

MAX QUEUE ALERT: Avg Speeds <45 mph

- Send Auto Alert via Email to Project Personnel
- Consider moving PCMS further upstream
- Consider adding another Sensor upstream (spaced approximately 1.0 mile +/-)

NOTE: Only use on roads with ≤ 3 lanes.
White covers shall be utilized in lieu of amber,
amber/orange is not allowed.



ATTACHMENT "B"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20_____

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the Month of _____, 20_____

(State)

(Zip)

As prime contractor for the above referenced Contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this Contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution*)

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPI No.: _____

Project Description _____

Contractor _____

Contract Date _____ **Total Amount \$** _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named Contract and all Amendments and Supplements thereto have been completed in accordance with the requirements of said Contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print/Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-20-8001-GB

**EXHIBIT "B"
METHOD OF COMPENSATION**

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM**

FLORIDA'S TURNPIKE ENTERPRISE

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01

EXHIBIT “B”
METHOD OF COMPENSATION
DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING (DAQW) SYSTEM
FLORIDA’S TURNPIKE ENTERPRISE

1.0 General:

The Vendor shall accept the compensation as provided in this Contract as full payment for the installation of a portable Dynamic Automated Queue Warning (DAQW) system including all labor, materials, configuration, setup, maintenance, operations and removal, software, system communications costs, spare parts, expendable supplies, related consumables, equipment, tools, rented equipment, transportation, device relocations, mobilization, instruments, disposal, dump fees, and any other items or incidentals required in this Contract for a turnkey project. Programming shall be incidental to the unit pay item. Payment for stored inventory parts, materials and/or equipment will not be granted. All work not specifically defined shall be included in the bid item.

2.0 Pay Item Definition (Basis of Payment):

The Department agrees to pay the Vendor for the services performed, an amount of compensation and method of payment as described and detailed herein and in Exhibit "C," Bid Blank.

2.1 Dynamic Automated Queue Warning System

Payment will be made based on the Contract unit prices as shown in Exhibit “C,” Bid Blank, under the following item numbers:

- **Pay Item No. 1 - DYNAMIC AUTOMATED QUEUE WARNING SYSTEM**
The monthly cost for this pay item shall cover the costs incurred in Exhibit “A,” Scope of Services and herein.

3.0 Method of Measurement:

All measurement of payment will be based on the actual amount of work completed and accepted, in strict accordance with the specifications and all codes/standards specified herein and approved by the Department’s Project/Contract Manager. Work completed under this Contract shall be measured according to the methods outlined in the basis of payment hereunder and shall be paid for at the Contract unit price for such activity.

3.1 Compensation

This is an estimated quantities Contract. The Vendor shall be paid, per the compensation details in Exhibit “A,” Scope of Services, this Exhibit and price schedule in Exhibit “C,” Bid Blank, for the work accomplished and accepted by the Department’s Project/Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without a Supplemental Agreement being processed. Additional services may be added to or deleted from the Contract by a Supplemental Agreement during the course of the Contract. Such additions or deletions shall not effect or impact the pay item unit price(s) bid by the Vendor.

3.2 Invoicing

Payment will be made following receipt and approval of an invoice package for all work performed and accepted by the Department's Project/Contract Manager.

The Vendor's invoice package shall be submitted to the address below.

Florida Department of Transportation
PO Box 9828
Fort Lauderdale, Florida 33310-9828

A. The invoice package shall be a legible summary on the Vendor's letterhead that includes the following:

1. Company Name
2. Address
3. Remittance address if different from mailing address
4. Date of Service
5. Contract Number
6. Pay Item Number & Description
7. Quantity
8. Unit Price
9. Total Amount of Invoice

B. The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.

3.3 The Vendor shall provide a statement (Attachment "B," Disbursement of Previous Payments), with all but the first and last pay request to the Department which certifies that the Vendor has disbursed to all laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department. The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both, the Department and the affected laborers, and material suppliers.

3.4 The Vendor shall submit a Certificate of Contract Completion with the final invoice (see Attachment "C").

3.5 In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting errors or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, the Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



DOT-ITB-20-8001-GB

**EXHIBIT "C"
BID BLANK**

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM
FLORIDA'S TURNPIKE ENTERPRISE**

ESTIMATED QUANTITIES CONTRACT

FPID No.: 437992-4-93-01

**EXHIBIT "C"
 BID BLANK**

**DYNAMIC (SHORT TERM) AUTOMATED
 QUEUE WARNING DAQW SYSTEM
 FLORIDA'S TURNPIKE ENTERPRISE**

MONTHLY SERVICES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
1	DYNAMIC AUTOMATED QUEUE WARNING SYSTEM & SERVICES	PER MONTH	6	\$ _____.	\$ _____.

TOTAL AMOUNT \$ _____.

Name of Business: _____ **Date** _____

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.

All quantities represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

Vendor guarantees that the power sources being provided will power the equipment for up to twenty-four (24) hours without sunlight.

The Department has the right to request power calculations.

EXHIBIT "C"
BID BLANK

**DYNAMIC (SHORT TERM) AUTOMATED
QUEUE WARNING DAQW SYSTEM
FLORIDA'S TURNPIKE ENTERPRISE**

The undersigned has completed and is returning the following documents as part of the package and understands that failure to return any of these documents fully completed may deem the Vendor non-responsive.

The following forms must be completed and submitted with the bid package.

- _____ Exhibit "C," Bid Blank, Page C-1 and C-2.
- _____ A copy of the Vendor's Business Tax Receipt, stating the name of the Bidder's business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.
- _____ A copy of the product approval or Vendor's Traffic Control Device Permit approval from the Florida Department of Transportation Traffic Engineering and Research Laboratory.
- _____ A copy of the Vendor's current Certificate of Insurance.
- _____ All forms supplied with the bid package (Forms 1-5) 4 & 5 if applicable. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

Name of Business: (Print) _____ Federal I.D. No.: _____

Mail Address: _____ M.B.E.: Yes No

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____ - _____

Phone Number: () _____ - _____ Fax No. () _____ - _____

Email Address: _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Authorized Signature: _____ Title: _____
Owner, President, Vice President or Designated Officer (Corporate Resolution)*

Print/Type Name: Mr. Ms. Mrs. _____ Date: _____

Phone Number: () _____ - _____ Email Address: _____

*If person signing the form is someone other than the Owner, President, Vice President or a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.