

**State of Florida
Department of Transportation**



INVITATION TO BID

MANAGED FIELD ETHERNET SWITCHES

DOT-ITB-20-7019-EG

CONTACT FOR QUESTIONS:

Enrique Garcia, Purchasing Agent
enrique.garcia@dot.state.fl.us

Phone: (813) 975-6156 or (800) 226-7220 x6156

Fax: (813) 975-6473

Florida Department of Transportation
Procurement Office, MS 7-700
11201 North McKinley Drive
Tampa, Florida 33612-6456

State of Florida
Department of Transportation
Procurement Office, MS 7-700
11201 North McKinley Drive
Tampa, Florida 33612-6456

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (813) 975-6473 OR E-MAIL TO ENRIQUE.GARCIA@DOT.STATE.FL.US

Bid Number: DOT-ITB-20-7019-EG

Title: MANAGED FIELD ETHERNET SWITCHES

Bid Due Date and Time (On or Before): SEE TIMELINE IN INTRODUCTION SECTION

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 email this sheet only to the Florida Department of Transportation (FDOT) Procurement Office at (813) 975-6473 or email to enrique.garcia@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 (VBS), under this bid number, at http://www.myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax Number: _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: Enrique Garcia, Purchasing Agent at enrique.garcia@dot.state.fl.us or (813) 975-6156 or (800) 226-7220 x6156.

INTRODUCTION SECTION

1) INVITATION

The purpose of this Invitation to Bid (ITB) is to obtain competitive bids to establish a three-year contract for the purchase of Managed Field Ethernet Switches by the Department of Transportation, hereafter referred to as the "Department". The contract will become effective on the date the successful bidder(s) is approved for award and will expire three years from that date. After the award, said bidder(s) will be referred to as the "Vendor(s)".

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida VBS, under this bid number, at http://www.myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS There is no deadline for administrative questions.	4-29-2020	4:30 PM
BIDS DUE (ON OR BEFORE) Florida Department of Transportation Attn: Enrique Garcia, MS 7-700 11201 North McKinley Drive Tampa, Florida 33612-6456	5-7-2020	12:00 PM
PUBLIC OPENING	5-7-2020	1:00 PM

ALL PUBLIC MEETINGS FOR THIS ADVERTISEMENT WILL BE HELD VIRTUALLY. PLEASE JOIN THE MEETING FROM YOUR COMPUTER, TABLET OR SMARTPHONE BY CLICKING THE FOLLOWING LINK:

<https://global.gotomeeting.com/join/407338157>

You can also dial in using your phone.
United States (Toll Free): 1 877 309 2073
Access Code: 407-338-157

POSTING OF INTENDED DECISION/AWARD	5-12-2020	3:00 PM
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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 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the bid solicitation.
- Bids opened – At conclusion of public input or 15 minutes, whichever occurs first, bids received timely will be opened with bidder's name and prices to be read aloud.
- Adjourn - After all bids received timely have been opened, the meeting will be adjourned.

4) **SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five 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 (800) 955-8771 (TDD).

5) **CONTRACT USE**

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

6) **ESTIMATED PURCHASES**

The Department anticipates purchasing the estimated quantities, shown on the bid sheet, for a three-year period of any contract resulting from this bid. The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing the actual quantities to be purchased under this contract. The Vendor(s) shall supply, at bid prices, the actual quantities ordered regardless of whether the total of such quantities is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

7) **RENEWAL**

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

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 (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 Fee 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 AND ANSWERS

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

Any technical questions arising from this ITB 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 VBS at http://www.myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Enrique Garcia, Purchasing Agent
enrique.garcia@dot.state.fl.us
Fax: (813) 975-6473
Florida Department of Transportation
Procurement Office, MS 7-700
11201 North McKinley Drive
Tampa, Florida 33612-6456

Questions regarding administrative aspects of the bid process should be directed to the Purchasing Agent in writing at the address above or by phone: (813) 975-6156 or (800) 226-7220 x6156.

4) ORAL INSTRUCTIONS / CHANGES TO THE ITB (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 VBS, under this bid number, at http://www.myflorida.com/apps/vbs/vbs_www.main_menu (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting 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

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

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

6) TECHNICAL SPECIFICATIONS

Details of the technical specifications are described in Exhibit "A", Technical Specifications, attached hereto and made a part hereof.

7) PRICES/DELIVERY

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

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

8) **IN-STATE PREFERENCE FOR COMMODITY BIDS**

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida, as determined by the vendor's registration with the Florida Department of State (SunBiz) unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this Invitation to Bid (ITB)

All bidders **MUST** complete the attached "In-State Preference Form" and submit with their bid response. All vendors whose principal place of business is outside of Florida, as determined by the vendor's registration with the Florida Department of State (SunBiz), **must accompany any written bid, proposal, or reply documents** with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Failure to submit the "In-State Preference Form AND written opinion will result in the vendor being found non-responsive.

For the 5% preference, the Department will apply 5% to the bid price(s) of the lowest out of state vendor whose state does not grant a preference if that vendor has submitted the lowest responsible and responsive bid. The "In-State Preference" does not apply to transportation projects that use federal funds.

9) **INTENDED AWARD**

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

1. Section 295.187(4), F.S.; Veteran Business Enterprise
2. Section 287.087, F.S.; Drug Free Work Place
3. Section 287.057(11) F.S.; 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.

10) **PRE-BID CONFERENCE**

A PRE-BID CONFERENCE WILL NOT BE HELD.

11) ALTERNATES

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

12) WARRANTY/SUBSTITUTIONS

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

Additional details are provided in Section III, Warranty/Substitutions of Exhibit "A", Technical Specifications.

13) REPLACEMENT/STOCKING

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.

Additional details are provided in Section III, Warranty/Substitutions of Exhibit "A", Technical Specifications.

14) PRODUCT REQUIREMENTS/SPECIFICATIONS

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

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

15) ACCEPTANCE

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

16) REVIEW OF BIDDER'S FACILITIES AND 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.

17) PROTEST OF ITB SPECIFICATIONS

Any person who is adversely affected by the contents of this ITB 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 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), F.S., within 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), F.S., 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, F.S.

18) UNAUTHORIZED ALIENS

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

19) 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, F.S., or is engaged in a boycott of Israel.

Section 287.135, F.S., 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, F.S.

If the Department determines the Vendor submitted a false certification under Section 287.135 F.S., 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 F.S., or maintain the Contract if the conditions of Section 287.135 F.S. are met.

20) 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.

21) ADDITIONAL TERMS AND 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.

22) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the items specified in this ITB in accordance with all requirements of this ITB. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the specifications and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid specifications, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required items, and failure to perform or meet financial obligations on previous contracts. ALL determinations of responsiveness will be made by the FDOT Procurement Office.

23) REQUIRED DOCUMENTS

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.**

24) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with section 295.187(4), F.S., 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, F.S. The “Drug-Free Workplace Program Certification” must be completed and submitted with the bid response to be eligible for this preference.

25) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a 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, F.S. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, F.S., in a separate bound document labeled "Attachment to ITB, Number DOT-ITB-20-7019-EG - Confidential Material". The bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the bidder upon submission, effective after opening.

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

**Florida Department of Transportation
Procurement Office, MS 7-700
Attn: Enrique Garcia, Purchasing Agent
11201 North McKinley Drive
Tampa, Florida 33612-6456
Phone: (813) 975-6156 or (800) 226-7220 x6156**

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

The Department's decision will be posted on the Florida VBS, under this bid number, at http://www.myflorida.com/apps/vbs/vbs_main_menu (click on “Search Advertisements”, click on the drop-down arrow beside the box under “Advertisement Type”, select “Agency Decisions”, click on the drop-down arrow beside the box under “Agency”, select “Department of

Transportation”, then go to the bottom of the same page and click on “Advertisement Search”), on date and time in the Timeline, and will remain posted for a period of 72 hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within 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), F.S., within 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 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), F.S., 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, F.S.

29.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida VBS (see special condition 29.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

29.3 - Request to Withdraw Bid:

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

30) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and post-consumer recovered materials. If the item(s) specified herein is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this bid request is for the product as specified herein and does not require prices for recycled product unless specified. This information should be sent separately and not as a part of your bid response.

31) PRICE ADJUSTMENTS

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

32) DELIVERY LOCATION

Delivery location will be provided in the Purchase Order in accordance with Exhibit “A”, Technical Specifications.

33) CANCELLATION

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

34) ORDERING INSTRUCTIONS

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

35) ORDER QUANTITIES

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

36) OPEN PURCHASE ORDERS

The Department may, at its discretion, establish an open (estimated quantity) purchase order with the contract vendor(s) to facilitate the purchasing of materials. The purchase of materials may be placed by; (1) written/electronic purchase order, (2) telephone orders by authorized Department personnel, or (3) an itemized order in writing. The Department will supply the contract vendor(s) with a list of personnel authorized to order. Delivery of items on these open purchase orders shall not exceed the contract effective period.

37) INVOICING

Invoices must match units specified on the Purchase Order.

38) ATTACHED FORMS

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

Exhibit "B", Bid Sheet

In-State Preference Form (Form 375-040-56)

Drug-Free Workplace Program Certification (Form 375-040-18)

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

MFMP Contract Terms and Conditions (Form 375-040-44)

Ordering Instructions

39) TERMS AND CONDITIONS**39.1 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 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 ITB:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

39.2 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 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 ITB:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

39.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

40) ORDER OF PRECEDENCE

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

Special Conditions

Exhibit "A", Technical Specifications

Exhibit "B", Bid Sheet

MFMP Contract Terms and Conditions" (Form 375-040-44)

General Instructions to Respondents (PUR 1001)

General Contract Conditions (PUR 1000)

MFMP Purchase Order Terms and Conditions

Introduction Section

EXHIBIT "A"

TECHNICAL SPECIFICATIONS

MANAGED FIELD ETHERNET SWITCHES

I. GENERAL DESCRIPTION

To furnish Gbps (gigabits per second) Layer 2 Managed Field Ethernet Switches (MFESs) with rack mounting hardware and optic transceivers, and all other items specified herein to provide a complete and fully functional MFES.

II. PRODUCT SPECIFICATIONS

The procured MFES and required hardware should meet or exceed the FDOT Standard Specifications for Road and Bridge Construction July 2020 Edition (Section 684) and be listed on the FDOT Approved Product List (APL). The materials should provide following requirements:

A. MFES Specifications

- The materials should be new.
- All MFES should be 1 Gbps Layer 2.
- MFES should provide minimum of two optical 1 Gbps Ethernet small form-factor pluggable/gigabit interface converter (SFP/GBIC) ports (each optical port shall consist of a pair of fibers).
- MFES should provide minimum of eight 10/100 Base-T/TX full duplex copper local ports.
- MFES should be furnished with either SC (standard connector) or LC (Lucent connector) connectors. Ensure that all fiber optic link ports operate at 1310 or 1550 nanometers in single mode.
- MFES should be provisioned with licensing from the manufacturer providing Layer 2+ switching features.
- MFES should include all agent and management software and documentation.
- MFES should be capable of being either rack mounted, or DIN (Deutsche Industrie Norm)-rail mounted in ITS (Intelligent Transportation System) cabinets. The furnished MFES devices should be provided with required hardware with no additional cost to the Department.
- MFES should have internal power supply on a nominal voltage of 120 Volt (V) alternating current. The internal power supply will be connected to the 120V alternating current and internal power supply will provide the required voltage reduction from 120V to 24-48V.

- MFES should be provided with rubber dust caps/covers with insertion/removal handles that completely seal the port opening for all unused copper and optical ports.
- MFES should provide ability to the ITS network administrator to manage each MFES and as a group for switch configuration, performance monitoring, and troubleshooting.
- MFES should provide 99.999% error-free operation and comply with the Electronic Industries Alliance (EIA) ethernet data communication requirements using single-mode fiber optic transmission medium and Category 5E (enhanced) copper transmission medium.
- MFES should have a minimum mean time between failures (MTBF) of 19 years, or 166,440 hours (at 25 degree Celsius), as calculated using the United States Department of Defense's MIL-HDBK-217F standard for reliability prediction.
- MFES should be supporting (internet group management protocol) IGMP v3.
- MFES should include fault tolerant design with built-in test and failure reporting.
- MFES should provide, at a minimum, the following security features:
 - Passwords – Multi-level user passwords secures switch against unauthorized configuration.
 - Secure Shell Protocol (SSH) / Secure Sockets Layer (SSL) – Extends capability of password protection to add encryption of passwords and data as they cross the network.
 - Enable / Disable Ports – Capability to disable ports so that traffic cannot pass.
 - Remote Authentication Dial-In User Service (RADIUS) or Terminal Access Controller Access-Control System Plus (TACACS+) – Provides centralized password management.
- Ensure that the configurations of the MFESs are able to be downloaded and stored on a computer and later to be uploaded to the unit when necessary.
- Ensure that MFES support Secure Copy (SCP) or Secure File Transfer Protocol (SFTP) and either Network Time Protocol (NTP) or the Simple Network Time Protocol (SNTP).
- Ensure that MFES support port mirroring for troubleshooting purposes when combined with a network analyzer.
- Ensure that the configuration of the MFESs meet and/or exceed the following minimum trouble shooting and diagnostic specifications:
 - Displays the contents of a specified address
 - Displays information about hardware registers for a specified port
 - Displays configuration and status of physical and logical ports
 - Displays detailed information about RSTP (configuration and status)
 - Displays active status of the unit
- Ensure that the MFES is permanently marked with manufacturer name or trademark, part number, and serial number.

- All parts of the MFES shall be made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal.
- MFES must have diagnostic light emitting diodes (LEDs), including link, transmit (TX), receive (RX), and power LEDs.
- Ensure that the MFES comply with the environmental testing procedure described in (National Electrical Manufacturers Association) NEMA TS 2016, Sections 2.2.7, 2.2.8, and 2.2.9.
- MFES should have operating temperature limits of -40 to 85 degree Celsius.

B. Optic Transceiver Specifications

- The optic transceiver should be compatible with the supplied MFES units.
- Ensure that operating optical wavelength is 1310 nanometers in single mode.
- Ensure that the maximum optical distance is minimum of 10 kilometers.
- Ensure that the data transfer rate is 1 Gbps.
- Ensure that the cabling type is Ethernet 1000Base-long haul (LH) and long wavelength (LX).
- Ensure that the networking type is SFP transceiver module.

III. WARRANTY/SUBSTITUTIONS

Ensure that the furnished materials have manufacturer's warranty covering defects for five years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608 of the Road and Bridge Construction July 2020 Edition. The Vendor will furnish replacements for any part or equipment found to be defective during the warranty period at no cost to the Department or the maintaining agency, including transportation if applicable, within 10 calendar days of notification. Ensure that the manufacturer's warranty is fully transferable.

IV. SHIPPING AND HANDLING

The pricing of the units should include the shipping and handling cost to the Department or the maintaining agency within the geographic boundaries of Florida Department of Transportation District Seven.

V. CONTRACT MANAGER

The Contract Manager for administering the terms and conditions of this contract will be Romona Burke, email: romona.burke@dot.state.fl.us. The Department reserves the right to change the Contract Manager at any time.

VI. PAYMENT

Reference is made to Section 3, Compensation and Payment of the Purchase Order Terms & Condition.

EXHIBIT "B"

BID SHEET

MANAGED FIELD ETHERNET SWITCHES

BID AS SPECIFIED					
Item No.	Description	Quantity (A)	Unit	Unit Price (B)	Total (AxB)
1	Managed Field Ethernet Switch	110	Each	\$	\$
2	Optic Transceiver	220	Each	\$	\$
Grand Total					\$

FOB: Florida Department of Transportation
Tampa Bay SunGuide Center
11201 North McKinley Drive
Tampa, Florida 33612

DELIVERY: Delivery will be made within _____ days after receipt of Purchase Order.

Is this product available with recycled content? __Yes __No

If yes, please send information separate from this ITB (See Special Conditions #30, Recycled Material for more information).

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

MFMP Transaction Fee:

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

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

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

Bidder: _____ FEID# _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
IN-STATE PREFERENCE FORM
For Invitation-to-Bid Commodity

375-040-56
PROCUREMENT
OGC – 03/13

Bid Number: DOT-ITB-20-7019-EG

Title: MANAGE FIELD ETHERNET SWITCHES

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state of Florida and that state where the vendor's principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

Note: The Vendor is required to complete and submit this form with its bid to be considered for this preference.

Vendor Name: _____

Vendor FEIN: _____

The Vendor (does) (does not) have a principal place of business located in the state of Florida.

If so, please provide an address:

Note: A vendor whose principal place of business is outside the state of Florida must accompany any written bid documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business is in that foreign state in the letting of any or all public contracts.

Authorized Signature: _____

Title: _____

Date: _____

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

375-040-18
PROCUREMENT
03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

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

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MFMP CONTRACT TERMS AND CONDITIONS

375-040-44
PROCUREMENT
OGC – 09/16
Page 1 of 9

Contract (“CR”) 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)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information, and items as described in Exhibit “A”, attached hereto and made a part hereof.
- B. Before any additions or deletions to the work and/or items described in this Contract, the Department shall issue a revised version of the Contract covering such modifications and the compensation to be paid therefor. Reference herein to this Contract shall be considered to include any revised versions.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Contract, 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 Contract. 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 or products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contract 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 Statute and administrative rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statutes and/or 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 Contract may request and be granted a conference.
- F. All services and/or items shall be provided 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 Contract. The Director’s decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work and/or items described that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department’s
Transportation Support Manager_____.

2. TERM

- A. Initial Term. Unless otherwise specified, this Contract begins on the date of issuance and shall remain in full force and effect through the date specified on the Contract.
- B. RENEWALS (Select appropriate box):
 - This Contract may not be renewed.
 - This Contract 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 Contract 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 Contract. Extension of this Contract 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 Contract 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 shall be only one extension of this Contract unless the failure to meet the criteria set forth in this Contract for completion of this Contract 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 will review the request and make a determination as to granting all, part of, or none 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 non-compliance. 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 Contract 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 the terms of this Contract 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 are reminded of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Contract specifies otherwise. 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 this Contract. 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 Contract shall be maintained and made available upon request to the Department at all times during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred 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 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 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

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 the

negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Contract.

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

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 Contract. 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 required.
- The Vendor shall carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ _____ per person and \$ _____ each occurrence, and property damage insurance of at least \$ _____ each occurrence, for the services to be rendered in accordance with this Contract.
- The Vendor shall have and maintain during the period of this Contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Contract 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 required.
- Prior to commencement of any services pursuant to this Contract 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 Contract 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 therefor.

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Contract, 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 allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in

conjunction with this Contract. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

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

- B. The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract 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 Contract, or any particulars thereof, during the period of this Contract, 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 Contract, it being understood that such data or information is 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 shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Contract.
- 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 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 or reason 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 Contract. 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 Contract 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 Contract.

- 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 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 any 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 Contract.
- 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.shtm>, 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 Contract may be cancelled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Contract 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 Contract, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of this Contract 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 Contract is to be terminated.

- D. If this Contract 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 Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Contract. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Contract and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Contract. 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 Contract to any person or entity other than subcontractors specified in the proposal, bid, and/or Contract without the prior written consent of the Department.

- B. Check the appropriate box:

- The following provisions are not applicable to this Contract:
- The following provisions are hereby incorporated in and made a part of this Contract:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Purchase Order shall be deemed to be substituted for the state agency 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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract 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 Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency 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, Florida 33716-1826
Telephone: (800) 643-8459

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

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, representatives, 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 subcontracts under this Contract.
- 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 Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract 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 Contract 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 Contract did not contain the particular part, term, or provision held to be invalid.
- E. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Contract, 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 action may be brought in the appropriate court in any county chosen by the Department and in the event that any such legal action is filed by the Vendor, 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 Contract 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 part of this Contract.
- H. If this Contract is the result of a competitive solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms 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. Vendor/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 Contract.

- L. The following attachments are incorporated and made a part of this Contract:
Exhibit "A", Technical Specifications, Exhibit "B", Bid Sheet and DOT-ITB-20-7019-EG.

The provisions in the MFMP CONTRACT TERMS AND CONDITONS constitute an integral part of the Contract. The Vendor acknowledges acceptance of the terms and conditions of this Contract by providing the services and/or items described in the Contract.

ORDERING INSTRUCTIONS

Bid Number: DOT-ITB-20-7019-EG

Title: MANAGED FIELD ETHERNET SWITCHES

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): _____

VENDOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

TOLL FREE NO.: _____ FAX NO.: _____

DELIVERY: PICK UP WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

TOLL FREE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____

WEB ADDRESS: _____

Will you accept the State of Florida Purchasing Card (VISA)? _____ Yes _____ No

BID CHECKLIST(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

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

Bid No.: DOT-ITB-20-7019-EG

Title: MANAGED FIELD ETHERNET SWITCHES

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