# FLORIDA DEPARTMENT OF TRANSPORTATION



ITB-DOT-17/18-8002-AP

ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

INDEFINITE QUANTITY TERM CONTRACT

### **ADVERTISEMENT**

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

Sealed Invitation to Bid Packages will be received by the 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, on or before **2:30 P.M.** (local time) on Tuesday August **29, 2017** for the following project:

### BID NO. ITB-DOT-17/18-8002-AP

**SCOPE:** The Florida Turnpike Enterprise (hereinafter referred to as the "Department") seeks a qualified Vendor who can provide electric panel Supervisory Control and Data Acquisition (SCADA) equipment, hardware, software and support services. Consistency must be maintained with that of the current inventory, therefore, only bids for the specific equipment listed on the Bid Blank will be accepted. For bids to be considered responsive, <u>every</u> item within a group must have a unit price (no blanks).

### **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 will be sufficient grounds for the Department to declare the Contract in default and will be subject to the terms of Chapter 6; Termination and Default, of the Standard Written Agreement.

- To meet the Specifications as outlined; see the Product Specifications listed on Exhibit "C," Bid Blank.
- 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.
- Bidders must be able to provide a list of comparable projects in the State of Florida that the Vendor has had over the past five (5) years.

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

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 <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a> to complete on-line 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 FL Department of Business and Professional Regulation.

For licensing, contact:

Florida Department of Business and Professional Regulation Tallahassee, Florida 32399-0797 (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 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:**

Effective July 1, 2003, the State instituted, through Rule 60A-1 of the <u>Florida Administrative</u> <u>Code</u> (F.A.C.), a Transaction Fee for procurement transactions to provide funding for an electronic procurement system, known as MyFloridaMarketPlace.

Effective July 1<sup>st</sup>, 2017, through June 30<sup>th</sup>, 2018, in accordance with Senate Bill 2502, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will remain at seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

### **Scrutinized Companies Lists**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. A vendor on either Scrutinized List may not bid on, submit a proposal for, or enter into or renew a contract for commodities and/or contractual services of \$1 million or more.

### 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 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 s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**PRE-BID CONFERENCE:** There will **NOT** be a pre-bid conference.

**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\_www.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://myflorida.com
Click on "Business"

Click on "Doing Business with the State"

Under "Everything for Vendors and Customers" Click on "Vendor Bid System (VBS)"

Under "Vendor Bid System" Click on "Search Advertisements"

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

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

### 

Title: <u>Electric Panel Supervisory Control and Data Acquisition (SCADA)</u>, <u>Equipment</u>, <u>Hardware</u>, Software and Support Services.

Bid Due Date & Time: Tuesday, August 29, 2017 at 2:30 P.M.

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (407-264-3058), or e-mail ATTN: (April Payne, april.payne@dot.state.fl.us).

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this bid number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down beside the box under Agency, select DEPARTMENT arrow 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: (April Payne, <a href="mailto:april.payne@dot.state.fl.us">april.payne@dot.state.fl.us</a> and 407-264-3151).

# FLORIDA DEPARTMENT OF TRANSPORTATION



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## State of Florida Department of Transportation



### **INVITATION TO BID**

### ITB-DOT-17/18-8002-AP

## ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

### INDEFINITE QUANTITY TERM CONTRACT

### MAIL BIDS, ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

April Payne, Procurement Specialist Florida Department of Transportation Florida's Turnpike Enterprise P.O. Box 613069 Ocoee, FL 34761-3069

Phone: (407) 264-3151 Fax: (407) 264-3058

Email: april.payne@dot.state.fl.us

### SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

April Payne Florida's Turnpike Enterprise Florida's Turnpike, Milepost 263.0 Building No. 5315, Turkey Lake Service Plaza Ocoee, Florida 34761-3069

### INTRODUCTION SECTION

### 1) **INVITATION**

The Florida Turnpike Enterprise (hereinafter referred to as the "Department") seeks a qualified vendor to provide electric panel SCADA equipment, hardware, software and support services. All equipment must be consistently maintained with current inventory, therefore, only bids for the specific equipment listed on Exhibit "C," Bid Blank will be accepted. For bids to be considered responsive, every item within a group must have a unit price (no blanks). All Contract prices shall be valid for a period of two (2) years with renewal options.

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

### 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at <a href="www.myflorida.com">www.myflorida.com</a> (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

### **ACTION / LOCATION**

DATE

Tuesday, August 22, 2017

Tuesday, August 29, 2017

LOCAL TIME

05:00 PM

02:30 PM

### NO PRE-BID CONFERENCE WILL BE HELD

**DEADLINE FOR TECHNICAL QUESTIONS** 

There is no deadline for administrative questions.

BIDS DUE (ON OR BEFORE) (See Note 1 and 2)

Public Opening: Florida Turnpike Enterprise,

Turkey Lake Plaza Milepost 263, Building 5315,

Ocoee, Florida 34761 (407) 264-3151

POSTING OF INTENDED DECISION/AWARD Internet's Vendor Bid System

Tuesday, September 5, through 05:00 PM Friday, September 8, 2017

Note 1: All meetings listed in Timeline, 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 2 minutes by Department Procurement Office personnel.

<u>Public input period</u> – To allow a maximum of 15 minutes total for public input related to the bid solicitation. <u>Bids opened</u> – 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 notify the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

### 5) CONTRACT USE

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

### 6) ESTIMATED PURCHASES

The Department anticipates purchasing the estimated quantities, shown on the bid sheet(s), for a two (2) 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 3 years or the term of the Original Contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

### SPECIAL CONDITIONS

### 1) MyFloridaMarketPlace

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

### **MFMP Transaction Fee:**

Effective July 1, 2003, the State instituted, through Rule 60A-1 of the <u>Florida Administrative Code</u> (F.A.C.), a Transaction Fee for procurement transactions to provide funding for an electronic procurement system, known as MyFloridaMarketPlace.

Effective July 1<sup>st</sup>, 2017, through June 30<sup>th</sup>, 2018, in accordance with Senate Bill 2502, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will remain at seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at

https://flvendor.myfloridacfo.com to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

### 3) QUESTIONS & ANSWERS

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

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 <a href="www.myflorida.com">www.myflorida.com</a> (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

### WRITTEN TECHNICAL QUESTIONS should be submitted to:

**April Payne**, <a href="mailto:april.payne@dot.state.fl.us">april.payne@dot.state.fl.us</a>, Florida's Turnpike Headquarters, Florida's Turnpike, M.P. 263, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761.

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) 264-3151** 

### 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 <a href="www.myflorida.com">www.myflorida.com</a> (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

### 5) DIVERSITY ACHIEVEMENT

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

### 6) PRICES/DELIVERY

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

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

### 7) IN-STATE PREFERENCE FOR COMMODITY BIDS

[ ] Not applicable because federal funds will be used for this bid.

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 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 should complete the attached "In-State Preference Form" and submit with their bid response. A vendor whose principal place of business is located outside the state of Florida, must accompany their bid response documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts.

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.

### 8) INTENDED AWARD

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and / or on a statewide basis with one or more suppliers to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statute. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

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

### 10) ALTERNATES

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

### 11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and a certificate of such insurance has 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, April Payne, Florida's Turnpike Headquarters, Florida's Turnpike M.P. 263.0, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761 within ten (10) days after the ending date of the period for posting the intended award decision.

- () No general liability insurance is required.
- (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.
- () The Vendor must 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, Florida Statutes, and Section 337.106, Florida Statutes, with a company 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 at least \$\_\_\_\_\_\_. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this Contract.

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

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

### 12) 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 one (1) year 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.

### 13) REPLACEMENT/RESTOCKING

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

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.

### 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 & QUALIFICATIONS

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

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

### 17) 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.

### 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

Responses of \$1 million or more must include a completed <u>Vendor Certification Regarding Scrutinized</u> <u>Companies Lists</u> to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a Vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on 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.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor 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 Vendor 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.

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

### 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 in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses 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, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

### 26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-17/18-8002-AP - 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)

### Hand Delivery/UPS/FED-EX:

**USPS**:

Florida Department of Transportation Florida's Turnpike Headquarters Florida's Turnpike, M.P. 263.0 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761-3069

Attn: April Payne

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

Attn: April Payne

Phone # (407) 264-3995

It is the bidder's responsibility to assure that the bid is delivered to the proper place <u>on or before</u> 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 Vendor Bid System at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

- 1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
- 2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated Contract amount based on the Contract price submitted by the protestor.

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

### 29.2 - Inability to Post:

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

### 29.3 - Request to Withdraw Bid:

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

### 30) PRICE ADJUSTMENTS

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The Vendor shall provide thirty (30) days written notice to the Department and written approval from the Department is required. Documentation of cost adjustments shall be provided by the Vendor to the Department.

### 31) DELIVERY LOCATION(S)

The primary point of delivery for this Contract will be:

Toll Systems Engineering Satellite Office Administration Building SR417/CR46A West Toll Plaza Exit 52 SB Off Ramp Sanford, FL 32771 Office: (407) 302-2547

### 32) CANCELLATION

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

### 33) INVOICING

Invoices must match units specified on the Purchase Order.

### 34) 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.

Form 1 – Certification of Experience Documentation (two (2) pages)

Form 2 – Drug Free Workplace Program Certification

Form 3 – Scrutinized Companies Lists (bids of \$1 million or more)

Form 4 – In-State Preference

### 35) TERMS AND CONDITIONS

### 35.1 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 will take precedence over the PUR 1000 form where applicable. <a href="http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf">http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf</a>

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.

### 35.2 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

#### 35.3 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.

### 36) 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:

Purchase Order (MFMP Terms and Conditions)

Exhibit "A," Specifications

**Special Conditions** 

Exhibit "B," Method of Compensation

Exhibit "C," Bid Blank

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

**Vendors Terms and Conditions** 

# FLORIDA DEPARTMENT OF TRANSPORTATION



### **FORMS**

ITB-DOT-17/18-8002-AP

ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

INDEFINITE QUANTITY TERM CONTRACT

### CERTIFICATION OF EXPERIENCE DOCUMENTATION

				, of
(Print/Ty	vpe Name)			(Title)
(Name of Business)			, hereby certify the	hat this Company has been in business
for a minimum of years	and has the experience to	perform th	ne services requested	d by ITB-DOT-17/18-8002-AP.
				elient references that will attest to our service Furnpike Enterprise to inquire for references a
Signature:			Date: _	
Name of Business:				
corporation, LLC or sole proprie	torship) shall have been at specified in the scope of	actively inv of work for	volved in the type o	bove, the organized business enterprise (e.g of business specifically related to the technical meminimum number of years indicated above
The Department will review car contemplated by this Contract.	refully to determine if the	he Vendor	(s) is responsive, re	esponsible and qualified in the area of wor
Describe your work experience i separate block to describe each p			1 0 0	rith your current or most recent project. Use additional sheets as necessary.)
Date: (Mo. & Yr.): From	To		Dollar Value of	Project: \$
Client Name:		Clien	it's Project Manager:	:
Address:				City:
				_ City:
State: Zip:	Phone: (	)		_ Fax: ( )
State: Zip:	Phone: (	)		_ Fax: ( )
State: Zip:	Phone: (	)		_ Fax: ( )
State: Zip: Project Description:	Phone: (	)		_ Fax: ( )
State:         Zip:           Project Description:	Phone: (	)	Dollar Value of	_ Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name:	Phone: (	) Clier	Dollar Value of	Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name:  Address:	Phone: (	) Clier	Dollar Value of mt's Project Manager	Fax: ( )
State:         Zip:           Project Description:	Phone: (	) Clier	Dollar Value of mt's Project Manager	Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name:  Address:  State: Zip:  Project Description:	Phone: (	) Clier	 Dollar Value of nt's Project Manager 	Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name:  Address:  State: Zip:  Project Description:	Phone: (	) Clier	 Dollar Value of nt's Project Manager 	Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name:  Address:  State: Zip:  Project Description:	Phone: (	) Clier	Dollar Value of mt's Project Manager	Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name:  Address: State: Zip:  Project Description:  Date: (Mo. & Yr.): From	Phone: ( To Phone: (	) Clier	Dollar Value of mt's Project Manager	Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name:  Address: Zip:  Project Description:  Date: (Mo. & Yr.): From  Client Name:	Phone: (	) Clier	Dollar Value of mt's Project Manager Dollar Value of Dollar Value of mt's Project Manager	Fax: ( )
State: Zip: Project Description:  Date: (Mo. & Yr.): From  Client Name: Address: Zip:  Project Description:  Date: (Mo. & Yr.): From  Client Name:  Address:	Phone: (	) Clier	Dollar Value of mt's Project Manager Dollar Value of Dollar Value of mt's Project Manager	Fax: ( )

Date: (Mo. & Yr.): From	To		Dollar Val	ne of Project: \$		
Client Name:		Clie	nt's Project Mar	ject Manager:		
Address:				City:		
State: Zip:	Phone: (	)		Fax: ( )		
Project Description:						
Date: (Mo. & Yr.): From	To		Dollar Val	ne of Project: \$		
Client Name:		Clie	nt's Project Mar	ager:		
Address:				City:		
State: Zip:	Phone: (	)	=	Fax: ( )		
Project Description:						
Date: (Mo. & Yr.): From						
Client Name:		Clie	nt's Project Mar	ager:		
Address:				City:		
State: Zip:	Phone: (	)		Fax: ( )		
Project Description:						
Date: (Mo. & Yr.): From	То		Dollar Val	ue of Project: \$		
Client Name:		Clie	nt's Project Mar	ager:		
Address:				City:		
State: Zip:	Phone: (	)	=	Fax: ( )		

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

### DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

Florida Statutes 287.135

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

375-030-60 PROCUREMENT OGC - 07/17

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

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	he above refer	enced company	·.	
Authorized	Signature	Print	Name	and	Title:
Date:					

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-040-56 PROCUREMENT OGC – 03/13

### **IN-STATE PREFERENCE FORM**For Invitation-to-Bid Commodity

Bid Number:
Title:
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:
<b>Note:</b> 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:

# FLORIDA DEPARTMENT OF TRANSPORTATION



### **PURCHASE ORDER TERMS OF CONDITIONS**

ITB-DOT-17/18-8002-AP

ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

INDEFINITE QUANTITY TERM CONTRACT

### Section 1. Purchase Order.

### A. Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

### B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

### Section 2. Performance.

### A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

### B. Performance Deficiency.

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

### Section 3. Payment and Fees.

### A. Payment Invoicing.

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is

confirmed in writing by the Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

### B. Payment Timeframe.

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

### C. MyFloridaMarketPlace Fees.

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code:

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. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

### D. Payment Audit.

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

### E. Annual Appropriation and Travel.

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

### Section 4. Liability.

### A. Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

### B. Payment for Claims.

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

### C. Liability Insurance.

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

### D. Workers' Compensation.

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

### E. Performance Bond.

Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

### Section 5. Compliance with Laws.

### A. Conduct of Business.

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the

Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

### B. Lobbying.

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

### C. Gratuities.

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

### D. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor shall retain such records for three (3) years after the expiration of the Purchase Order, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.mvflorida.com/library-archives/records-management/general-recordsschedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

### E. Public Records.

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in

conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

### F. Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

### G. Intellectual Property.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

### H. Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

### Section 6. Termination.

#### A. Termination for Convenience.

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor 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 Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

### B. Termination for Cause.

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b)

notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

### Section 7. Subcontractors and Assignments.

### A. Subcontractors.

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

### B. Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

### Section 8. RESPECT and PRIDE.

### A. RESPECT.

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <a href="http://www.respectofflorida.org">http://www.respectofflorida.org</a>.

### B. PRIDE.

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

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, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; 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.

Additional information about PRIDE and the products it offers is available at <a href="http://www.pride-enterprises.org">http://www.pride-enterprises.org</a>.

### Section 9. Miscellaneous.

### A. Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

### B. Governing Law and Venue.

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

### C. Waiver.

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

### D. Modification and Severability.

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

### E. Time is of the Essence.

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

### F. Background Check.

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

### G. E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <a href="https://e-verify.uscis.gov/emp">https://e-verify.uscis.gov/emp</a>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

### H. Commodities Logistics.

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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# FLORIDA DEPARTMENT OF TRANSPORTATION



### **EXHIBIT "A"**

ITB-DOT-17/18-8002-AP

### **SPECIFICATIONS**

ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

**INDEFINITE QUANTITY TERM CONTRACT** 

## **EXHIBIT "A" SPECIFICATIONS**

## ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA), EQUIPMENT, HARDWARE SOFTWARE AND SUPPORT SERVICES

#### PART 1 Introduction

### 1.01 Description of Services

- A. The Florida's Turnpike Enterprise (FTE) electrical panel Supervisory Control and Data Acquisition (SCADA) parts, software equipment and support services will be purchased under this agreement.
- B. Existing Conditions: Square D PowerLink G3/G4 panelboards, Schneider Electric and Delta Programmable Logic Controllers (PLC) have been installed throughout the FTE system. To achieve compatibility with the systems already in production use, FTE will continue to specify these commodities for new construction build-outs, and continue retrofitting existing toll plazas with this equipment over the next two (2) years. Space in computer rooms is limited and the PowerLink system is the only system manufactured and Underwriters Laboratories (UL) listed that can be integrated into a standard panel board with these required features.
- C. General SCADA System Design Criteria:
  - All hardware components and software shall be designed to be integrated into a complete SCADA system seamlessly and with minimal learning curve. When new sites are added to the system. The equipment, software and support services listed in Exhibit "C," Bid Blank, were selected based on previous experience, special conditions, and engineering design to meet the requirements of this section.
  - 2. Circuit breakers shall be capable of remote control and monitoring to be utilized to initiate hard reboots of lane controllers by opening and closing the panelboard line power breaker circuits. Control software is to be provided that can be integrated into either a stand-alone system or the central SCADA system. The control system must be provided that can be retrofitted into an existing panelboard or completely replace the existing panel as required to meet National Electrical Code (NEC) requirements. Any style of external relay interface control system will not be accepted as an alternative. Specified system shall comply with ASHRAE 90.1 and CA Title 24 requirements.
  - 3. The SCADA system will be formatted in a Monitoring Module (MM) design concept to allow for flexibility in installing equipment in any facility by selecting the monitoring and control task required and ordering the appropriate equipment listed in each MM. All components that are required to communicate with the Central SCADA system shall be configured for local status annunciation, Modbus/TCP Ethernet (10/100/1000-baseT), RS-485 communications, and Ethernet (10/100/1000-baseT) communications.
  - 4. All equipment that may require programming or firmware updates shall be configured to allow secure remote access for centralized change management system or process.
  - 5. Each MM shall be capable of communicating directly with the Central SCADA server and the local PLC if one is installed. Central SCADA software shall be able to receive data from each MM by either source. The PLC data source will be the priority source when installed and operating and direct communications will be the secondary backup source.

### D. Central SCADA System Design Criteria

1. Software – Citect Vijeo SCADA, Citect SCADA Historian, Unity development software and Inductive Automation Ignition SCADA software suite.

### E. Professional and Technical Support

- Citect Gold Maintenance and Support Agreement provide all the standard features of this yearly fee standard support platform. Coverage for Citect SCADA, Citect Historian, Vijeo Designer and Unity Pro XL.
- 2. Provide one (1) hourly rate for professional services to provide programming, system operation, or training support for the Citect products (one pay item for support from Citect Office and one (1) pay item for support at an FTE site). Separate travel expenses are not allowed. This will be for service, after the commissioning of the Central SCADA System.
- Provide one (1) hourly rate for programming, setup, training or general technical support of PLCs, PowerLink, G3 / G4 and PowerLogic products and systems. One (1) pay item for support from Support Office and one (1) pay item for support at an FTE site) Separate travel expenses are not allowed.
- 4. Inductive Automation Ignition Maintenance and Support Agreement provide all the standard features of yearly fee standard support platform. One (1) pay item for support from Support Office and one (1) pay item for support at an FTE site) Separate travel expenses are not allowed.
- F. General Summary of Equipment, to be included in this specification, and listed in Exhibit "C", Bid Blank
  - 1. PowerLink lighting control panels and Network Area Controllers.
  - 2. Programmable Logic Controllers (PLC) with input and output interface cards, motion control, BACnet, serial, CAN and Ethernet communications, and Human Machine Interface panel (HMI).
  - 3. Power monitoring equipment to include branch circuit monitors (BCMs) individual power quality style power meters and multi-circuit power meters.
  - 4. PLC programming software Vijeo Designer, Unity Pro XL, LCSv2, PowerLogic, System Management Software (SMS).
  - 5. Various input sensors and transducers.
  - 6. Citect Vijeo SCADA and Citect SCADA, Report software, licensing, commissioning and programming support.
  - 7. Inductive Automation Ignition SCADA and Report software, licensing, commissioning and programming support.

# 1.02 REFERENCES

- A. NFPA 70 National Electrical Code (NEC), current adopted year.
- B. Underwriters Laboratories (UL) listing details for the equipment.
- C. UL508A panel builder for assembled SCADA panels.

### 1.03 SUBMITTALS

- A. Submit Product Data for each Pay Item number listed in Exhibit "C," Bid Blank, upon request. Information for multiple Pay Item numbers may be combined on one (1) data sheet if good marking and highlighting methods are utilized.
  - Provide sufficient information on each item so that if the model number is changed during the time of this Contract an equivalent device with the same performance parameters can be substituted.
  - 2. Drawings showing dimensions of each item listed and indicating mounting arrangement.
  - Compliance with UL Standards referenced to include listing number(s).
  - 4. Recommended over current protection where appropriate.
  - 5. Warranty term and provisions.

# 1.04 OPERATION AND MAINTENANCE DATA

A. Submit operation and maintenance (O&M) data for equipment included with each order and site location.

#### 1.05 WARRANTY

- A. All devices shall be warranted to be free from defects in materials and failure to perform based on the Manufacturer's Warranty or a minimum of one (1) year, whichever is greater, starting at the delivery date, per Special Conditions, page 6, and section 12.
- B. Any device that shows evidence of failure or incorrect operation during the warranty period shall be replaced or repaired by the manufacturer during the warranty period. The manufacturer shall provide replacement units to the department for installation.

#### PART 2 PRODUCTS

#### 2.01 GENERAL

- A. Exhibit "C," Bid Blank, contains the list of products included in this specification. The products are listed by Pay Item number, catalog / model number and description. Monitoring Module (MM) designations have been added for future selection of equipment from the list. Line item pricing required.
- B. The system shall have remotely operated circuit breakers mounted to an Underwriters Laboratory (UL) UL67 listed panel board interior and enclosed in a UL50 listed panel board enclosure. The system must be an all inside panel board enclosure and the controller must contain embedded web pages accessible via browser.

- C. Remote control of ninety-six (96) special events, sixty-four (64) independent time schedules, sixty-four (64) special holidays, two hundred and fifty-six (256) independent zones, one hundred and sixty-eight (168) branch circuits in a master/slave arrangement from in panel controller.
- D. Provide true status feedback by monitoring branch circuit breaker status based on actual system voltage at load side terminal.
- E. All control components fit installed in a conventional panel board twenty (20) inches wide or column-width enclosures.
- F. Controller shall include the following: Integral keypad and Liquid Crystal Display (LCD) front panel for local setup. Front panel shall permit local input setup and creation of time schedules without requiring separate PC-based software or hand-held loader devices. Sixteen (16) onboard terminals configurable for either sixteen (16) two wire inputs, eight (8) three wire inputs or eight (8) two wire inputs with status feedback for pilot Light Emitting Diodes (LEDs) all capable for either momentary or maintained control devices with need for external control power. Means of setting initial Ethernet parameters via local operator interface without need for special software or configuration tools.

#### PART 3 EXECUTION

#### 3.01 GENERAL

- A. All contract prices shall be valid for a period of two (2) years in accordance with the contract terms.
- B. Delivery requirements
  - 1. All orders shall be palletized and sorted by pallet(s) for each site location.
  - 2. All deliveries will be at the Florida Turnpike Enterprise Toll Systems Engineering Satellite Office listed below.

### Shipping address:

Toll Systems Engineering Satellite Office Administration Building SR417/CR46A West Toll Plaza Exit 52 SB Off Ramp Sanford, FL 32771 Office: (407) 302-2547

3. FTE may request that a shipment be picked up at the Vendor's warehouse location if they wish to expedite delivery. There will be no cost adjustment for this option.

# 3.02 INSTALLATION

A. The only installation requirements are for software installation.

# FLORIDA DEPARTMENT OF TRANSPORTATION



# **EXHIBIT "B" METHOD OF COMPENSATION**

ITB-DOT-17/18-8002-AP

ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

**INDEFINITE QUANTITY TERM CONTRACT** 

# EXHIBIT "B" METHOD OF COMPENSATION

# ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

# INDEFINITE QUANTITY TERM CONTRACT

### 1.0 General

The Vendor shall accept the compensation as provided in this Contract as full payment for the commodities under this Contract, and for all other costs required in this Contract. This is an Indefinite Quantities Contract whereby the Vendor agrees to furnish the commodities specified herein during the term of the Contract and any renewals and extensions thereto. It is further agreed that the unit price bid by the Vendor shall remain unchanged. The Department, based on need and availability of budget, may increase or decrease the quantity of units required of the Vendor within the general description of the project. Any changes in the Purchase Order maximum limit amount shall require the issuance of a Change Order as specified in the MyFloridaMarketPlace (MFMP) Purchase Order Terms and Conditions, Section 9, Paragraph D.

# 2.0 Indefinite Quantity Term Contract - Authorization by Purchase Order with Maximum Amount Based On Unit Rates(s)

For the satisfactory performance of the services and/or delivery of products detailed in each Purchase Order, the Vendor shall be paid up to the Maximum Amount of each Purchase Order. Payment shall be made at the hourly billing rates and/or unit costs shown on each Purchase Order. The hourly billing rates shall include the costs of salaries, overhead, fringe benefits, and operating margin.

# 3.0 Details of Cost and Fees (Basis of Payment)

The Department agrees to pay the Vendor for the commodity described and detailed in this Exhibit, Exhibit "A," Specifications and Exhibit "C," Bid Blank. Details of costs and fees for the performance of the Vendor's services and/or delivery of products are attached as Exhibit "C", Bid Blank, attached hereto and made a part hereof, shall constitute full compensation for all units received and accepted by the Department. Payment will be made based on the prices as shown in Exhibit "C," Bid Blank, under the following Pay Item Numbers.

# 4.0 Method of Measurement

All measurement of payment will be based on the actual amount of units received and accepted, in strict accordance with the specifications herein, approved by the Contract Manager. Payment under this Contract shall be measured according to the methods outlined in the basis of payment hereunder and shall be paid for at the unit measure, quantity and unit cost specified in this Exhibit and Exhibit "C," Bid Blank.

# 4.1 Compensation

The Vendor shall be paid, per the compensation details in this Exhibit and the price listed in Exhibit "C," Bid Blank for units received and accepted by the Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of each Purchase Order, without the issuance of a Change Order.

# 5.0 Budget Limitations

Funding must be approved by the Department for any additional units that would result in exceeding the Contract dollar amount prior to shipping additional units. The Vendor shall not be obligated to provide additional units or incur costs that would result in exceeding the Contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for units exceeding the Contract dollar amount, except to the extent said amount is increased by a Change Order. Execution of this Agreement does not guarantee that the work will be authorized.

# **6.0** Financial Consequences

Payment shall be made only after receipt and approval of units 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 (5) 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 ten percent (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.

# 7.0 Invoicing

Payment will be made following the receipt and approval of an invoice package for all units received and accepted by the Department's Contract Manager. For the satisfactory acceptance of these units, the Vendor shall be paid up to a Maximum Amount of the Purchase Order including Change Orders. The Vendor shall submit all outstanding invoices within forty-five (45) calendar days of the termination date/last day of the term of the Contract. Failure to timely submit the outstanding invoices or issues by the Vendor may be grounds for the Department to close the Contract. The Department shall not be obligated to reimburse the Vendor for any invoice submitted thereafter unless the Vendor has obtained a written exception to the time limit from the Department. The Vendor shall submit an invoice three (3) copies upon satisfactory receipt of order in a format acceptable to the Department. Payment shall be made after the satisfactory completion of each Purchase Order as approved by the Department.

7.1 Partial payments shall be allowed for this project. The Department reserves the right to withhold all or part of the payment of the Vendor's invoice and/or deny payment to the Vendor when there are discrepancies in the invoice, number of units received or condition of received units. Such matters will be dealt with immediately and resolved with fifteen (15) working days. The decision of the Department will be final.

- 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 or Purchase Order Number
  - 6. Pay Item Number & Description
  - 7. Quantity
  - 8. Unit Price
  - 9. Total Amount of Invoice
  - 10. Total Labor Hours

# FLORIDA DEPARTMENT OF TRANSPORTATION



# **EXHIBIT "C" BID BLANK**

ITB-DOT-17/18-8002-AP

ELECTRIC PANEL SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

**INDEFINITE QUANTITY TERM CONTRACT** 

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
		Quantum PLC Hardware		
1	140XBP01000	Quantum Backplane, 10 slot 16.8 x 11.4 inches	each	
2	140XBP01600	Quantum Backplane, 16 slot 26.4 x 11.4 inches	each	
3	140CPU65150	Quantum Controller, Unity, 1 Modbus & 1 Ethernet	each	
4	140CPS11420	Quantum Power Supply, 115/230 VAC, Summable, 11 Amp	each	
5	140CPS21400	Quantum Power Supply, 24 VDC, 8 Amp	each	
6	140DDI84100	Quantum Discrete DC input, 16 point 24 VDC, Sink	each	
7	140DDI35310	Quantum Discrete DC input, 32 point 24 VDC, Source	each	
8	140DAI54000	Quantum Discrete AC input, 16 point 115 VAC isolated	each	
9	140DRA84000	Quantum Discrete Relay output, 16 point relay NO 2 Amp/point	each	
10	140ACI03000	Quantum Analog Input - 4-20 mA 12 bit, 8 channel	each	
11	140ACO02000	Quantum Analog Output - 4-20 mA 12 bit, 4 channel	each	
12	140NOE77101	Quantum Ethernet I/O Scanner Module	each	
13	140CRP31200	Quantum Ethernet RIO Head	each	
14	140CRA31200	Quantum Ethernet Remote Adapter	each	
15	140XTS00200	Quantum 40 point I/O Terminal Strip	each	
16	TSXMRPC002M	Quantum SRAM Card; up to 2MB for Application Storage; up to 1.8MB for Data Storage	each	
17	990NAA26320	Programming Cable for Quantum PLC	each	
18	TSXMRPC007M	Quantum SRAM Card; up to 7MB for Application Storage; up to 6.9MB for Data Storage	each	
		M340 PLC Hardware		
19	BMXXBP0600	M340 6 Slot Backplane	each	
20	BMXXBP0800	M340 8 Slot backplane	each	
21	BMXXBP1200	M340 12 Slot Backplane	each	
22	BMXP342020	M340 Processor	each	
23	BMXNOE0100	M340 Ethernet Network Module	each	
24	BMXNOE0110	M340 Factory Cast Ethernet Network Module	each	
25	BMXNOR0200H	M340 RTU Module 1 Ethernet port / 1 serial port	each	_

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
26	BMXCRP31200	M340 Ethernet RIO Head	each	
27	BMXCRA31200	M340 Ethernet Remote Adapter	each	
28	BMXCPS3500	M340 115vac Power Supply	each	
29	BMXCPS2010	M340 24vdc Power Supply	each	
30	BMXDDI1602	M340 16 Point 24VDC Input Card, True High	each	
31	BMXDAI1602	M340 16 Point 24VDC Input Card, True Low	each	
32	BMXDAI1604	M340 16 Point 115VAC Input Card	each	
33	BMXDRA1605	M340 16 Point Relay Output Card	each	
34	BMXAMI0410	M340 Analog Input Card, 4 Channel	each	
35	BMXAMO0210	M340 Analog Output Card, 2 Channel	each	
36	BMXEHC0200	M340 High Speed Counter Module, 2 Channel	each	
37	BMXFTB2010	M340 Screw Terminal I/O Block	each	
38	BMXMSP0200	M340 Pulse Train Output Motion Module to manage 2 independent axis	each	
39	BMXFTB2820	M340 28-way Removable Spring Terminal Block for BMXMSP0200 Module	each	
40	BMXART0414	M340 Analog RTD / Thermocouple Input Module, 4 Channel	each	
41	BMXFCA152	M340 Cable for RTD/Thermocouple Inputs Module	each	
42	ABE7CPA412	M340 Connection Accessory (Telefast), for BMXART0414	each	
43	BMXRMS008MP	M340 Spare Processor Memory Card	each	
44	BMXXCAUSBH018	M340 PLC Programming Cable	each	
45	BMXRWSB000M	M340 Spare Ethernet Memory Card	each	
46	BMXNOC0401	M340 Ethernet TCP/IP Network Module	each	
47	BMXPRA0100	M340 Remote I/O Adapter	each	
48	BMXNOR0200H	M340 RYU 1 Ethernet & 1 Serial Modbus Port	each	
49	BMXNRP0200	M340 Fiber Convertor MM/LC 2 channel 100MB	each	
50	BMXNRP0201	M340 Fiber Convertor SM/LC 2 channel 100MB	each	
51	TM3AI8	TM3-8 Analog Inputs	each	
52	TM3DI8	TM3-8 Inputs	each	

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE		
53	TM3DI16	TM3-16 Inputs	each			
54	TM241CE24R	M241-24IO Relay	each			
	DVP-S PLC Hardware (Delta)					
55	DVP04AD-S	Analog Input Card, Delta DVP-S I/O Module AI	each			
56	DVP08SM11N	Delta DVP-S I/O Module, 8DI 24VDC Input Points	each			
<i>57</i>	DVP08SN11R	Delta DVP-S I/O Module, 8DO, Relay Output	each			
58	DVP12SE11R	Delta Programmable Logic Control 8/4R DC 6	each			
59	DVP04DA-S	DVP-S I/O Module, 4AO Analog Output	each			
60	DVP04PT-S	Programmable Logic Control (PLC) 4/0PT DC 6	each			
61	DVP04TC-S	DVP-S I/O Module, 4AI Thermocouple Inputs	each			
62	DVP06AD-S	DVP-S I/O Module, 6AI, Analog Input	each			
63	DVP06XA-S	DVP-S I/O Module, 4AI/2AO Analog Output	each			
64	DVP08SM11N	DVP-S I/O Module, 8DI 24VDC Input points	each			
65	DVP08SN11R	DVP-S I/O Module, 8DO, Relay Output	each			
66	DVP08SN11T	DVP-S I/O Module, 8DO Output point, Transistor Output	each			
67	DVP08SP11R	Programmable Logic Control 4/4R DC 6	each			
68	DVP16SP11R	Relay Output, DVP-S I/O Module, 8DI/8DO	each			
69	DVP16SP11T	Transistor Output, DVP-S I/O Module, 8DI/8DO	each			
70	DVP16SP11TS	Programmable Logic Control 8/8TS DC 6	each			
71	DVPPS01	Power Supply, 1 Amp for DVP-S series	each			
72	DVPPS02	Power Supply, 2 Amp for DVP-S series	each			
73	DVP16SM11N	16 Digital Input Card 24VDC	each			
		AH500 PLC Hardware (Delta)				
74	AHPS05-5A	Delta AC 85 - 264V Auto-Range Input, 5A DC Output Power Supply	each			
<i>75</i>	AHPS15-5A	DC 24V Input Power Supply	each			
76	AHBP04M1-5A	Delta 4 slots, for CPU/RTU Base	each			
77	AHBP08M1-5A	Delta 6 slots, for CPU/RTU Base	each			

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
78	AHBP08M1-5A	Delta 8 slots, for CPU/RTU Base	each	
79	AHBP12M1-5A	Delta 12 slots, for CPU/RTU Base	each	
80	AHCPU500-EN	CPU Module, USB, COM1, SD, Ethernet	each	
81	AHCPU510-EN	CPU Module, USB, COM1, SD, Ethernet (1,024 I/O),	each	
82	AHCPU520-EN	CPU Module, USB, COM1, SD, Ethernet (2,048 I/O),	each	
83	AHCPU530-EN	CPU Module, USB, COM1, SD, Ethernet (4,096 I/O)	each	
84	FMC-SD001G	SD Memory Card 1 gig	each	
85	AH10EN-5A	Delta Ethernet module	each	
86	AH02HC-5A	High Speed Count, 2 axes Motion Card	each	
87	AH04AD-5A	4 Channel Analog input card	each	
88	AH04DA-5A	4 Channel Analog output card	each	
89	AH04HC-5A	High Speed Count, 4 axes Motion Card	each	
90	AH04PT-5A	2/3/4-Wire 4 Channel Resistive Temperature Device	each	
91	AH04TC-5A	4 Channel Resistive Temperature Device (J, K, R, S, T, E, N, Temp Sensors)	each	
92	AH05PM-5A	3 Axes Motion Card	each	
93	AH06XA-5A	4AI/2AO Multi-Channel Analog card	each	
94	AH08AD-5B	8 Channel Analog Input Card Voltage/Current	each	
95	AH08AD-5C	8 Channel Analog Input Card Current	each	
96	AH08DA-5B	8 Channel Analog Output Card Voltage/Current	each	
97	AH08DA-5C	8 Channel Analog Output Card Current	each	
98	AH08PTG-5A	8 Channel Pressure, Thermal, Ground Card	each	
99	AH08TC-5A	8 Channel Resistive Temperature Device (J, K, R, S, T, E, N, Temp Sensors)	each	
100	AH16AM10N-5A	24VDC, 7 mA, 16 Digitial Input Card	each	
101	AH16AM30N-5A	100 to 240VAC, 7 mA (100V, 50Hz), 16 Digital Inputs	each	
102	AH16AN01P-5A	12 to 24 VDC, 0.5A, 16 Digital Outputs Card, PNP	each	
103	AH16AN01R-5A	250VAC/24VDC, 2A, Relay, 16 Digitial Output Card	each	
104	AH16AN01S-5A	AC 110/220V, 16 Digital Input, 0.6A/pt., TRIAC	each	

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
105	AH16AN01T-5A	12 to 24 VDC, 0.5A, 16 Digital Outputs, NPN	each	
106	AH16AP11P-5A	24VDC, 7 mA, 8 inputs, 12 to 24 VDC, 0.5A, 8 outputs, PNP, 8 output	each	
		HMI Hardware (Delta)		
107	DOP-B03S211	4.3-inch High Resolution Touch Screen HMI	each	
108	DOP-B03E211	4.3-inch High Resolution Touch Screen HMI With Ethernet Port	each	
109	DOP-B05S111	5.6-inch High Resolution Touch Screen HMI	each	
110	DOP-B07S515	7-inch High Color , High Resolution Touch Screen HMI	each	
111	DOP-B07E515	7-inch High Color , High Resolution Touch Screen HMI With Ethernet Port	each	
112	DOP-B10S615	10.1-inch High Resolution Touch Screen HMI	each	
113	DOP-B10E615	10.1-inch High Resolution Touch Screen HMI With Ethernet Port	each	
114	DOP-CAUSBAB	HMI Programming USB Cable	each	
115	DOP-CA232DP	Communication Cable 6FT, RS232 DB9 to Mini Din	each	
116	DOP-W105B	10-inch High Resolution Wide Screen HMI	each	
117	DOP-W127B	12.1-inch High Resolution Wide Screen HMI	each	
118	DOP-W157B	15-inch High Resolution Wide Screen HMI	each	
119	TP70P-16TP1R	7" touch Panel with Built-in PLC 8DI/8DO	each	
120	TP70P-32TP1R	7" touch Panel with Built-in PLC 16DI/16DO	each	
121	TP70P-21EX1R	7" touch Panel with Built-in PLC 8DI/8DO; 2AI, 1AO and 2 PT100 sensor channels	each	
122	TP70P-22XA1R	7" touch Panel with Built-in PLC 8DI/8DO; 2AI, 2AO	each	
		Power Supply Hardware (Delta)		
123	DRP-24V48W1AZ	Delta Power Supply 48W / 24V Plastic	each	
124	DRP024V060W1AZ	Delta Power Supply 60W / 24V Plastic	each	
125	DRP024V060W1AA	Delta Power Supply 60W / 24V	each	
126	DRP024V120W1AA	Delta Power Supply 120W / 24V	each	
127	DRP024V240W1AA	Delta Power Supply 240W / 24V	each	
128	DRP024V480W1AA	Delta Power Supply 480W/ 24V	each	
129	DRP012V015W1AZ	Delta Power Supply 15W / 12V, Plastic	each	

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PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
130	DRP012V030W1AZ	Delta Power Supply 30W / 12V, Plastic	each	
131	DRP012V060W1AA	Delta Power Supply 60W / 12V	each	
132	DRP012V100W1AA	Delta Power Supply 100W / 12V	each	
133	DRP024V060W1BA	Delta Power Supply 60W / 24V	each	
134	DRP024V120W1BA	Delta Power Supply 120W / 24V	each	
135	DRP024V240W1BA	Delta Power Supply 240W / 24V	each	
136	DRP024V480W1BA	Delta Power Supply 480W / 24V	each	
137	DRP024V060W1BN	Delta Power Supply 60W / 24V	each	
138	DRP024V120W1BN	Delta Power Supply120W / 24V	each	
139	DRP024V240W1BN	Delta Power Supply 240W / 24V	each	
140	DRP024V480W1BN	Delta Power Supply 480W / 24V	each	
		Misc. Automation Hardware (Delta)		
141	IFD9507	Communication Module 485/232-ETH EIP 4	each	
142	IFD6500	Communication Module USB-485 22	each	
143	IFD8510	Communication Module 485 REP ISO 30	each	
144	DPM-530C	Delta Power Meter	each	
145	DVS-005100	5 port Ethernet Switch Temp. (-`0~60)	each	
146	DVS-005W01	5 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO	each	
147	DVS-005W01-MC01	5 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO and Fiber	each	
148	DVS-005W01-SC01	5 port Ethernet Switch Unm. 5P WT,SM-SC	each	
149	DVS-008W01	8 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO	each	
150	DVS-008W01-MC01	8 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO and Fiber	each	
151	DVS-008W01-SC01	8 port Ethernet Switch Unm. 8P WT,SM-SC	each	
152	DVS-016W01	16 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO	each	
153	DVS-016W01-MC01	16 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO and Fiber	each	
154	DVS-016W01-SC01	16 port Ethernet Switch Unm. 16P WT,SM-SC	each	
155	DVS-008100	8port Fast-E Unmanaged Switch (-10c to 60c)	each	

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
156	DVS-G008100A	8port Gigabit Unmanaged Switch (-10c to 60c)	each	
157	DVS-110W02-3SFP	10port, 7 Fast-E and 3 Gigabit-E Managed Switch	each	
158	DVW-W02W2-E2	Wireless 802.11 a/b/g/n Gateway (-40c to 75c)	each	
159	DTB4824VR	Delta Temperature Controller DTB Series Advanced Type Panel size 4824 Voltage Output & Relay output	each	
160	DTB4824RR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4824 Relay Output & Relay Output	each	
161	DTB4848VR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4848 Voltage Output & Relay Output	each	
162	DTB4848CR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4848 Current Output & Relay Output	each	
163	DTB4848RR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4848 Relay Output & Relay Output	each	
164	DTB4896RRE	Delta Temperature Controller DTB Series Advanced Type Panel Size 4896 Relay Output & Relay Output with Event Control Function	each	
165	DTB9696CRE	Delta Temperature Controller DTB Series Advanced Type Panel size 9696 Current Output & Relay Output with Event Control Function	each	
166	DTB9696RRE	Delta Temperature Controller DTB Series Advanced Type Panel Size 9696 Relay Output & Relay Output with Event Control Function	each	
		Power Logic Hardware		
167	METSEPM5560	Power Logic PM5000, Panel Mount with Integrated Display	each	
168	METSEPM8240	Power Logic PM8000, Panel Mount with Integrated Display	each	
169	METSEPM5340	Digital Metering, 0.5S Accuracy + Ethernet	each	
170	9784VISTAOL	One-Line Diagram of the Monitored Electrical	each	
		Distribution System		
171	ANTMTR	Motorized Antenna Hardware Kit	each	

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE			
	Ethernet Hardware						
172	TCSEFEA23F3F20	Tofino Ethernet Firewall - 2 TX Copper Cable Ports	each				
173	MB3170	Moxa 1 Port Modbus TCP to Modbus Serial Gateway	each				
		Advantys OTB PLC Hardware					
174	OTB1E0DM9LP	OTB Ethernet TCP/IP Network Interface Module–20 I/O	each				
175	TM2DAI8DT	OTB Expansion Module, 8 Discrete Inputs, 120Vac	each				
176	TM2AMM3HT	OTB Expansion, Analog 2 In,1 Out (12 bits), 0-10V, 4-20mA	each				
177	TM2AMM6HT	OTB Expansion, Analog 4 in, 2 out (12 Bits), 0-10V, 4-20mA	each				
178	TM2DDI16DT	OTB Expansion, 24VDC Discrete Input (16 Bits)	each				
		Magelis Operator Interface Hardware					
179	XBTGT5330	Magelis 10.4" Touch Screen	each				
180	HMIGTO4310	7.5 Color Touch Screen	each				
181	MPCYN00CF100N	Magelis CF card 1 GB, Enables Web-Gate Capability	each				
182	HMISTU855	Magelis STU 5.7" Touch Screen	each				
183	HMISTU655	Magelis STU 3.5" Touch Screen	each				
184	XBTZ9980	Magelis STU Cable, Connects COM1 to Modicon M340	each				
185	VW3A8306R10	Magelis STU Cable, Connects COM1 to Modicon RJ45	each				
		Power Supply Hardware					
186	ABL8RPS24100	Power Supply 24VDC 10AMP	each				
187	ABL8REM24050	Power Supply 24VDC 5AMP	each				
188	ABL8REM24030	Power Supply 24VDC 3AMP	each				
189	ABL8MEM05040	Power Supply 5VDC 4AMP	each				
190	ABL8REM24050	PHASEO Power Supply	each				
191	RMCV60BD	VT-Voltage/Current Analog Converter	each				
		Communication Hardware					
192	TCSESM043F1CU0	Ethernet Managed Switch, 3 10BASE-T/100BASE-TX Ports, 1 FX MM	each				

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
193	TCSESM083F2CU0	Ethernet Managed Switch, 6 10BASE-T/100BASE-TX Ports, 2 FX MM	each	
194	TCSESU043F1N0	Ethernet Unmanaged Switch, 4 10BASE-T/100BASE-TX Ports, 1 FX MM	each	
195	EGX100SD	Ethernet to Modbus Bridge	each	
196	TSXETG100	Modbus Gateway	each	
197	TM4ES4	TM4-4 Ethernet Switches	each	
		Power Logic Hardware		
198	PM850	Power Monitoring Controllers	each	
199	METSEPM5340	Power Meter CL 0.5	each	
200	METSEPM8240	Power Meter	each	
201	3090SCCT022	Split Core CT - 200 AMP, 1.25" X 1.51" ID	each	
202	3090SCCT032	Split Core CT - 300 AMP, 1.25" X 1.51" ID	each	
203	3090SCCT043	Split Core CT - 400 AMP, 2.45" X 2.89" ID	each	
204	3090SCCT063	Split Core CT - 600 AMP, 2.45" X 2.89" ID	each	
205	3090SCCT083	Split Core CT - 800 AMP, 2.45" X 2.89" ID	each	
206	3090SCCT124	Split Core CT - 1200 AMP, 2.45" X 5.50" ID	each	
207	3090SCCT164	Split Core CT - 1600 AMP, 2.45" X 25.50" ID	each	
208	BCPMSCC42S	BCPM C 42 CKT W/50A SPLIT CTS + 2	each	
209	BCPMA142S	BCPM A 42 CKT 1" CT Spacing RS485	each	
210	3090TB4	4 Pole CT Shorting Terminal Block	each	
211	3090TB6	6 Pole CT Shorting Terminal Block	each	
212	METSEPM5340	Power Meter 5340, 1 Ethernet Port	each	
213	METSEPM5560	Power Meter 5560, 2 Ethernet Ports, Web Server	each	
		Enclosure Hardware		
214	AB-303012NMOD	Nema 12, Gray, 30x30x12 Enclosure, Textured Polyester Powder	each	
215	AB-3030TP	27 X 27 Interior Back Panel Painted White	each	
216	AB-242412NMOD	Nema 12, Gray, 24x24x12 Enclosure, Textured Polyester Powder	each	
217	AB-2424TP	21 X 21 Interior Back Panel Painted White	each	

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
218	AB-TSTATF	Thermostat	each	
219	AB-FN9-947035	Ventilation Fan, Gray	each	
220	AB-FNEX97035	Ventilation Filter, Gray	each	
221	9788PAEHARDWARE	Consists of (1) Ground Bus, (1) Control Breaker, (30) Terminal Strip, Surge Suppressor, Door Switch, Relays & Bussmann Fuses and Fuse Block	each	
		Panel Manufacturing		
222	FDOTRR3402	Complete Panel Pricing includes all labor, CAD drawings associated with the assembling of M340 PLC two ups panel. Completed unit comes with a three (3) year parts and labor warranty from day of shipment.	each	
223	FDOTM340SS	Complete Panel Pricing includes all labor, CAD drawings associated with the assembling of M340 PLC single source panel. Completed unit comes with a three (3) year parts and labor warranty from day of shipment.	each	
224	FDOTRROTB	Complete Panel Pricing includes all labor, CAD drawings associated with the assembling of OTB PLC Ramp panel. Completed unit comes with a three (3) year parts and labor warranty from day of shipment.	each	
225	STACRR	Labor, & CAD drawings associated with the assembling FDOTRR3402	each	
226	OTBENCLOSED	Complete Panel Pricing includes all labor, CAD drawings associated with the assembling of OTB PLC. Completed unit comes with a three (3) year parts and labor warranty from day of shipment.	each	
227	OTBBACKPLANE	Complete Panel Pricing includes all labor, CAD drawings associated with the assembling of OTB PLC on Back panel. Completed unit comes with a three (3) year parts and labor warranty from day of shipment.	each	
228	FDOTE6FCPP	Complete cabinet pricing includes CAD Drawings and labor to install a Delta PLC, Altronix power supply, rechargeable batteries, media converters, and fiber patch panels into a $20 \times 16 \times 8$ weather protective enclosure. The completed unit has a 3 year parts and labor warranty.	each	

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE			
229	FDOTRROTBD	Complete Panel Pricing includes all labor, CAD drawling associated with the assembling of Delta OTB PLC Ramp Panel. Completed united comes with a Three year parts and labor warranty from day of shipment.	each				
230	FDOTOTBENCD	Complete Panel Pricing includes all labor, CAD drawling associated with the assembling of Delta OTB PLC. Completed united comes with a Three year parts and labor warranty from day of shipment.	each				
231	FDOTRRD	Complete cabinet pricing includes CAD Drawings and labor to install and wire the hardware including but not limited to: Delta PLC two ups panel, power supplies, power monitors, touchscreen, fuses, relays, and wiring devices into a 24 x 24 x 12 indoor rated enclosure. The completed unit has 1 year parts warranty. Does not include programming, installation or integration	each				
232	FDOTRRDSH	Complete Panel Pricing includes all labor, CAD drawling associated with the assembling of new Delta/ Schneider hybrid. Delta PLC with Schneider PM8000 power meters. Completed united comes with a Three year parts and labor warranty from day of shipment.	each				
		PLC Programming Software					
233	UNYSPUEFGCD60	Unity Pro XL Three (3) User License	each				
234	UNYSPUEFUCD60	Unity Pro XL Single User License	each				
235	UNYSPUSFGCD60	Unity Pro S Single User License (Program only M340's)	each				
236	UNYSPUSFUCD80	Unity Pro S Single User License (Program only M340's)	each				
237	771BSSUNYPROXLG	Unity Pro XL Group Support - Renewal	each				
		Operator Interface Programming Software					
238	VJDGNDTGSV60M	Vijeo Designer, Three-user (3) License Developing Software	each				
239	XBTZG935	Magelis Data Transfer Cable for XBTGT	each				
240	771BXB2001	Magelis Support - Renewal  MDT AutoSave Software	each				
	MDT Autosure software						

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE		
241	W-CHG100	MDT AutoSave Software Change 100: Production Systems	each			
242	W-ADD_ADV-50	Additional 50 Advanced Device Count (PLC/CNC/Robot/HMI/SCADA)	each			
243	W-ADD_UFA-250	Additional 250 Universal / Acronis / Universal-Style Program Count	each			
		Power Logic Programming Software				
244	SMSPE	each				
245	SMSOPC	Power Logic SMS OPC Server (Add-on)	each			
246	9789ENM	Power Logic SMS Pager Module (Add-on)	each			
	Distribution System					
247	42Ckt-G3-1Ph	Powerlink NF Panel with G3 and 42-1p 20 / 1-Phase, w/ BCM Factory Installed	each			
248	30Ckt-G3-1Ph	Powerlink NF Panel with G3 and 30-1p 20 / 1-Phase	each			
249	24Ckt-G3-1Ph	Powerlink NF Panel with G3 and 24-1p 20 / 1-Phase	each			
250	12Ckt-G3-1Ph	Powerlink NF Panel with G3 and 12-1p 20 / 1-Phase	each			
251	42Ckt-G3-3Ph	Powerlink NF Panel with G3 and 42-1p 20 / 3-Phase, w/ BCM Factory Installed	each			
252	30Ckt-G3-3Ph	Powerlink NF Panel with G3 and 30-1p 20 / 3-Phase	each			
253	24Ckt-G3-3Ph	Powerlink NF Panel with G3 and 24-1p 20 / 3-Phase	each			
254	12Ckt-G3-3Ph	Powerlink NF panel with G3 and 12-1p 20 / 3-Phase	each			
		Powerlink Panel Replacement Parts				
255	ECB14015G3	Powerlink 15 amp Single Pole Breaker	each			
256	ECB24015G3	Powerlink 15 amp Double Pole Breaker	each			
257	ECB34015G3	Powerlink 15 amp Three Pole Breaker	each			
258	ECB14020G3	Powerlink 20 amp Single Pole Breaker	each			
259	ECB24020G3	Powerlink 20 amp Double Pole Breaker	each			
260	ECB34020G3	Powerlink 20 amp Three Pole Breaker	each			
261	ECB14030G3	Powerlink 30 amp Single Pole Breaker	each			
262	ECB24030G3	Powerlink 30 amp Double Pole Breaker	each			
263	ECB34030G3	Powerlink 30 amp Three Pole Breaker	each			

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
264	NF12SBLG3	Powerlink Left side 12 Circuit Control Bus	each	
265	NF12SBRG3	Powerlink Right side 12 Circuit Control Bu	each	
266	NF18SBLG3	Powerlink Left side 18 Circuit Control Bus	each	
267	NF18SBRG3	Powerlink Right side 18 Circuit Control Bus	each	
268	NF21SBLG3	Powerlink Left side 21 Circuit Control Bu	each	
269	NF21SBRG3	Powerlink Right side 21 Circuit Control Bus	each	
270	NF120PSG3	Powerlink 120vac Power Supply	each	
271	NF240PSG3	Powerlink 240vac Power Supply	each	
272	NF277PSG3	Powerlink 277vac Power Supply	each	
273	NF120PSG3L	Powerlink 120vac Power Supply with Leads	each	
274	NF240PSG3L	Powerlink 240vac Power Supply with Leads	each	
275	NF277PSG3L	Powerlink 277vac Power Supply with Leads	each	
276	NF3000G3	Powerlink G3 Controller	each	
277	LCSADVANCED	Powerlink Programming Software	each	
278	RMC3000G3120	Powerlink 120 volt Remote Mount G3 controller	each	
279	RMC3000G3240	Powerlink 240 volt Remote Mount G3 controller	each	
280	RMC3000G3277	Powerlink 277 volt Remote Mount G3 controller	each	
		Sensors		
281	GWMAS	Veris CO Sensor - Wall Mount 4-20mA Output	each	
282	MX1B	Veris Moisture Detector, Battery Powered	each	
283	MX1V	Veris Moisture Detector, 24 VDC Power	each	
284	TWS-RS0	Veris Temp Sensor (Two Relay Output) with Setpoint	each	
285	TWS-AS0	Veris Temp Sensor (4-20mA Output) with Setpoint Control	each	
286	TW-XA00	Veris Temp Sensor (4-20mA Output) with Display	each	
287	H921	Veris Current Sensor ( 4-20mA output) 30/60/120 Amp Circuits	each	
288	H221	Veris Current Sensor ( 4-20mA output) 100-300 Amp Circuits	each	
289	H321	Veris Current Sensor ( 4-20mA output) 300-800 Amp Circuits	each	

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PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
290	V-PS24-30W	Veris Universal 24 volt Power Supply, 30 watts	each	
291	V-PS24-100W	Veris Universal 24 volt Power Supply, 100 watts	4 volt Power Supply, 100 watts each	
292	H-WL5XSTA	VERIS Temp/Humidity Sensor Wall Mount	Mount each	
293	PMC-VL3123	1" Diameter SS Level Sensor w/ 25' of Cord	Sensor w/ 25' of Cord each	
294	PMC-GN	Water Tight Gland Nut Adapter 1-1/2"	oter 1-1/2" each	
295	PMC-TE10	Termination Enclosure Polycarbonate NEMA 4X with SP 10	each	
296	RXM2AB2F7	120 Vac Control Relay (Sold in Lots of 10)	each	
297	RXM2AB2BD	240 Vac Control Relay (Sold in Lots of 10)	each	
298	RXZE2S108M	Relay Socket (Sold in Lots of 10)	each	
		Central SCADA License/Support		
299	UNI-PRO/VIJEO SUPPORT	FDOT Annual Renewal Advance Support UNITY PRO XL Single UNITY PRO XL Single License S/N 21081005777 UNITY PRO XL Single License S/N 21092302820 VIJEO Designer Group License S/N 21081704005 VIJEO Designer Single License S/N 21101202603	each	
300	VJCNS101199	Vijeo Citect, Server License, Vijeo, Full, Unlimited Points	each	
301	VJCNS102099	Vijeo Citect, Control Client, Unlimited Points	each	
302	VJCNS102299	Vijeo Citect, Web Control Client, Unlimited Points	each	
303	VJCNS102288	Vijeo Citect, Web Control Client Redundant License (Floating License only)	each	
304	VJCNS103099	Vijeo Citect, View-Only Client, Unlimited Points	each	
305	VJCNS103299	Vijeo Citect, Web View-Only Client, Unlimited Points	each	
306	VJCNS101114	Vijeo Citect, Server License, Vijeo Full 5,000 Pts.	each	
307	VJCNS102014	Vijeo Citect, Control Client 5,000 Pts.	each	
308	VJCNS102214	Vijeo Citect, Web Control Client 5,000 Pts.	each	
309	VJC109921	Vijeo Citect, USB Key	each	
310	VJC109924	Vijeo Citect, Soft Key License	each	
		Central SCADA Technical Support		

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PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
311	CITECT PRO SERV	Citect Professional Service, Citect Office, Hourly Labor	hour	
312	771BASICS	Basic Single Bronze Support (1-2 Licenses, 3 Authorized Users)	each	
313	VJC1091018310	Vijeo Citect, Gold Support Renewal per unit	each	
314	VJH1091299310	Vijeo Historian, Gold Support Renewal per unit	each	
		Ignition Central SCADA Support		
315	IGNITION TC SUPPORT	Annual Ignition Total Care Software Support	each	
		PowerLogic Technical Support		
316	SAPRIS	License for the PME Software	each	
317	OSONSITESERVE02	On-Site Installation of PME Software	each	
		SCADA Firewall Appliance		
318	CPAP-NGSM3150	Check Point Smart-1 3150 Appliance	each	
319	CPES-SS-STAND-CPAP	Check Point Standard 5X9 Support for CPAP-NGSM3150	each	
320	CPSB-W-EXT-50	Check Point 50 Gateways Extension	each	
321	CPES-SS-STAND-CPSB	Check Point Standard 5X9 Support CPSB-W-EXT-50	each	
322	CPAP-SG1450-NGTP	Check Point 1450 Security Appliance	each	
323	CPES-SS-STAND-SG1450	Check Point Standard 5X9 Support CPAP-SG1450-NGTP	each	-

# EXHIBIT "C" - BID BLANK

# SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) EQUIPMENT, HARDWARE, SOFTWARE AND SUPPORT SERVICES

The undersigned has completed and is returning the following documents as part of its Bid Package and understands that failure to return any of these documents fully completed may cause rejection of the Bid.

forms. Sign and return each form.  Name of Business: (Print)		Federal I.D. No.:	
Mail Address:			
Street Address:			
		State: Zip:	
Phone Number: ( )	Email Address:	Fax No. ( )	
Emergency Contact Information (After Hou	<u>ırs):</u>		
Name:	Phone Number: ( )	Email Address:	
Name:	Phone Number: ( )	Email Address:	

Effective July 1<sup>st</sup>, 2017, through June 30<sup>th</sup>, 2018, in accordance with Senate Bill 2502, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will remain at seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

MFMP TRANSACTION FEE: Effective July 1, 2003, the State instituted, through Rule 60A-1 of the Florida Administrative Code (F.A.C.), a Transaction Fee for procurement

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

transactions to provide funding for an electronic procurement system, known as MyFloridaMarketPlace.