

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



ITB-DOT-17/18-8008-AP

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

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, February 27, 2018** for the following project:

BID NO. ITB-DOT-17/18-8008-AP

SCOPE: The Florida Turnpike Enterprise (hereinafter referred to as the "Department") seeks a qualified Vendor who can provide Supervisory Control and Data Acquisition (SCADA) for Delta Automation Components. 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, every 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 Purchase Order Terms and Conditions.

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

- To meet the Specifications as outlined; see Exhibit "A," Scope of Services and the Product Specifications listed in 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 shall provide equipment that can be integrated into a complete SCADA system.

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 <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

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 Florida Administrative Code (F.A.C.), a Transaction Fee for procurement transactions to provide funding for an electronic procurement system, known as MyFloridaMarketPlace.

Effective July 1st, 2017, through June 30th, 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 of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (407264-3058) OR E-MAIL ATTN: (April Payne, april.payne@dot.state.fl.us).

Bid Number: ITB-DOT-17/18-8008-AP

Title: Supervisory Control and Data Acquisition (SCADA) – Delta Automation Components

Bid Due Date & Time: Tuesday, February 27, 2018 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 arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: (April Payne, april.payne@dot.state.fl.us and 407-264-3151).

FLORIDA DEPARTMENT OF TRANSPORTATION



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**State of Florida
Department of Transportation**



INVITATION TO BID

ITB-DOT-17/18-8008-AP

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

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 Delta Automation Components. All commodities that are listed in Exhibit “A,” Scope of Services and Exhibit “C,” Bid Blank must be consistently maintained with current inventory, therefore, only bids for the listed specific equipment 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 the Department of Management Services' mandatory State Contract(s) at such time these commodities become available. In the event of duplication(s) of commodities, the Department of Management Services' mandatory State Contract shall prevail.

2) TIMELINE

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

Activity	Date / Time	Location
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	Tuesday February 20, 2018 5:00 p.m.	Via email to april.payne@dot.state.fl.us Reference ITB-DOT-17/18-8008-AP in the subject box.
BIDS DUE PUBLIC OPENING (See Note 1 and Note 2)	On or Before Tuesday February 27, 2018 2:30 p.m.	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315, Room 2167 Ocoee, Florida 34761
Posting of Intended Award	Tuesday, March 6, 2018 5:00 p.m. through Friday, March 9, 2018 5:00 p.m.	Internet's Vendor Bid System

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.

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

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

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

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall 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 three (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 <https://vendor.myfloridamarketplace.com/> 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 [Florida Administrative Code](#) (F.A.C.), a Transaction Fee for procurement transactions to provide funding for an electronic procurement system, known as MyFloridaMarketPlace.

Effective July 1st, 2017, through June 30th, 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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

April Payne, april.payne@dot.state.fl.us, 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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

5) **DIVERSITY ACHIEVEMENT**

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

The Department intends to award this Contract to the responsive and responsible bidder that submits the lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple Vendors, the Department shall determine the order of award in accordance with Florida Statutes, and 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.

- (x) No general liability insurance is required.
- () 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 \$ (____) per person and \$ (____) each occurrence, and property damage insurance of at least \$ (____) each occurrence, for the services to be rendered in accordance with this Contract.
- () The Vendor 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, per Special Conditions, Page 6 and section 12. Any device that shows evidence of failure or incorrect operation during the warranty period shall be replaced or repaired by the manufacture during the warranty period. The manufacturer shall provide replacement units to the department for installation. Any deviation from these criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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 [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

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

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 Florida Statutes, and 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-17/18-8008-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:**

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
 Phone # (407) 264-3151

USPS:

Florida Department of Transportation
 Florida's Turnpike Headquarters
 P.O. Box 613069
 Ocoee, Florida 34761-3069
 Attn: April Payne
 Phone # (407) 264-3151

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) POSTING OF INTENDED DECISION/AWARD**29.1 - General:**

The Department's decision will be posted on the Florida 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 – Drug Free Workplace Program Certification
- Form 2 – Scrutinized Companies Lists (bids of \$1 million or more)
- Form 3 – In-State Preference
- Form 4 – Corporate Resolution

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.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

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

Paragraph 31, Dispute Resolution - PUR 1000

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

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

Attachments "A"

Special Conditions

Exhibit "B," Method of Compensation

Exhibit "C," Bid Blank

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Vendor's Terms and Conditions

FLORIDA DEPARTMENT OF TRANSPORTATION



FORMS

ITB-DOT-17/18-8008-AP

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

INDEFINITE QUANTITY TERM CONTRACT

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

375-040-18
 PROCUREMENT
 03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

Florida Statutes
287.135

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

375-030-60
PROCUREMENT
OGC - 07/17

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

Section 287.135, Florida Statutes, prohibits 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 above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

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

375-040-56
PROCUREMENT
OGC – 03/13

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:

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

Authorized Signature: _____

Title: _____

Date: _____

CORPORATE RESOLUTION OF

(recite name of Business)

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

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

CERTIFICATE OF RESOLUTION

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

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

Signature of Secretary

Name of Secretary printed or typed

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



**EXHIBIT "A"
SCOPE OF SERVICES**

ITB-DOT-17/18-8008-AP

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

INDEFINITE QUANTITY TERM CONTRACT

EXHIBIT “A” SPECIFICATIONS

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) DELTA AUTOMATION COMPONENTS

PART 1 INTRODUCTION

1.01 DESCRIPTION OF SERVICES

- A. The Florida’s Turnpike Enterprise (hereinafter referred to as the “Department) seeks qualified vendors to provide Delta Automation Components that will be purchased under this Agreement. Purchase Orders will be issued to the Vendor on an as needed basis with specific Pay Line Item quantities authorizing the Vendor to proceed with the shipment of units.
- B. General Summary of Equipment, to be included in this specification, and listed in Exhibit “C”, Bid Blank
1. Delta Programmable Logic Controllers (PLC) with analog and digital input and analog and digital output interface cards, motion control, BACnet, serial, CAN communications, Ethernet switches, and Human Machine Interface panels (HMI).
 2. Delta Power monitoring equipment to include individual power quality style power meters and multi-circuit power meters.
 3. Delta power supplies, ancillary and supporting PLC hardware, cables and components.

1.02 DEFINITION OF TERM

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

Contract: The term “Contract” means the entire and integrated Agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract between the Department and the Vendor sets forth the obligations of the parties thereunder, including, but not limited to, the performance of the work and the basis of payment.

Department: State of Florida Department of Transportation.

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

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

Vendor’s Project Manager: The individual employee of the Vendor responsible for the management of the Contract, scheduling and monitoring of work being performed, inspection of services provided and the submission of payment documents for all services requested herein. The Vendor’s Project Manager is responsible for all communication with the Department and the Department’s Contract Manager.

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

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

Turnpike Facilities: Turnpike facilities include but are not limited to administrative office, communications buildings, law enforcement offices, maintenance facilities, storage buildings, pumps houses, services plazas, office buildings, hub buildings, and toll plazas which included toll buildings, tollbooths, canopies, tech shop, buildings, generator buildings, concrete walls, barriers, curbs, walkways, and other related buildings and structures within the Department's Right of Way.

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.
 - 1. Provide sufficient information on each item in event the model number is changed during the term of this Contract an equivalent device with the same performance parameters may be substituted with approval from the Department's Program Manager.
 - 2. Compliance with UL Standards referenced to include listing number(s).
 - 3. 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. Prices shall be firm, net, delivered prices, F.O.B. destination.

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.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



ATTACHMENT "A"

ITB-DOT-17/18-8008-AP

PURCHASE ORDER TERMS AND CONDITIONS

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

INDEFINITE QUANTITY TERM CONTRACT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PURCHASE ORDER TERMS & CONDITIONS

375-040-55
PROCUREMENT
OGC - 09/16
Page 1 of 7

Purchase Order No.: _____

Appropriation Bill Number(s) / Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____

(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information and items as specified in the competitive procurement documents, the completed purchase order form, and attached Exhibits which are integral parts of this purchase order contract (hereinafter called the Purchase Order). If additional terms and conditions of the Vendor are attached, only those provisions not in conflict with the State of Florida Purchase Order Conditions and Instructions and Purchase Order Terms and Conditions herein may be made a part of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida Purchase Order Conditions and Instructions, and any attached terms and conditions of the Vendor.
- B. Before making any additions or deletions to the work described in this Purchase Order, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and the Department shall issue a Change Order covering such work and compensation. Reference herein to this Purchase Order shall be considered to include any Change Orders.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Purchase Order, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Purchase Order. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Purchase Order. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with applicable Florida law that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Purchase Order. In the event that changes in the statute or rules create a conflict with the requirements of the published guidelines, requirements of the statute and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Purchase Order may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Purchase Order. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's

_____.

2. TERM

- A. Initial Term. Unless otherwise specified, this Purchase Order begins on the date of issuance.

Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order.

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.
- B. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- C. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and

corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Purchase Order. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

- D. Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Department at all times during the period of this Purchase Order and for three years after final payment for the work pursuant to this Purchase Order is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- E. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and the Department, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized by terms of this Agreement and the Department, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

B. LIABILITY INSURANCE. (Select and complete as appropriate):

- No general liability insurance required.
- The Vendor shall carry and keep in force during the term of this Purchase Order a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ _____ per person and \$ _____ each occurrence, and property damage insurance of at least \$ _____ each occurrence, for the services to be rendered in accordance with this Purchase Order.
- The Vendor shall have and maintain during the term of this Purchase Order, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to chapter 675 and section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Purchase Order in the amount of \$ _____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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

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

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

5. COMPLIANCE WITH LAWS

- A. The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this 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 this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager and securing prior written consent.
- B. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state

professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.

(3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to chapter 455, Florida Statutes, and applicable state law.

- C. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable Florida law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Purchase Order. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Purchase Order as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Purchase Order.
- D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.fdot.gov/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- E. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- F. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Purchase Order may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Purchase Order in the event an assignment is made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Vendor 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 whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Purchase Order for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Purchase Order is to be terminated.
- D. If the Purchase Order is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Purchase Order. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

B. Select the appropriate box:

The following provision is not applicable to this Purchase Order.

The following provision is hereby incorporated in and made a part of this Purchase Order:

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

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

The following provision is hereby incorporated in and made a part of this Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Purchase Order, the person, firm, or other business entity (Vendor) carrying out the provisions of this Purchase Order shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The "Corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, Florida 33716-1826
Telephone: (800) 643-8459

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

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Purchase Order.

- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. It is understood and agreed by the parties hereto that if any part, term or provision of this Purchase Order is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the particular part, term or provision held to be invalid.
- D. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Purchase Order, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Time is of the essence as to each and every obligation under this Purchase Order.
- G. If this Purchase Order involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Purchase Order and shall take precedence over any inconsistent provisions in this Purchase Order.
- H. If this Purchase Order is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Purchase Order.
- I. This Purchase Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Purchase Order shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- J. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- K. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The provisions in the PURCHASE ORDER TERMS & CONDITIONS constitute an integral part of the Purchase Order contract. The Vendor acknowledges acceptance of the terms and conditions of this Purchase Order by providing the services described in this Purchase Order.

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



EXHIBIT "B" METHOD OF COMPENSATION

ITB-DOT-17/18-8008-AP

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

INDEFINITE QUANTITY TERM CONTRACT

**EXHIBIT “B”
METHOD OF COMPENSATION**

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

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 unit costs for commodities only, shown on each Purchase Order.

3.0 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.

4.0 Details of Cost and Fees (Basis of Payment)

The Department agrees to pay the Vendor for the commodities as described and detailed in Exhibit “A,” Specifications and Exhibit “C,” Bid Blank. Details of costs delivery of the Vendor’s products are in 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, for each Pay Item Numbers listed.

5.0 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.

6.0 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.

7.0 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.

8.0 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.

9.0 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.

9.1 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

**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

INDEFINITE QUANTITY TERM CONTRACT

EXHIBIT "C"
 BID BLANK
 SUPERVISORY CONTROL AND DATA
 ACQUISITION (SCADA) - DELTA AUTOMATION COMPONENT

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
DVP-S PLC Hardware (Delta) 1 thru 20				
1	DVP04AD-S	Analog Input Card, Delta DVP-S I/O Module AI	<i>each</i>	
2	DVP08SM11N	Delta DVP-S I/O Module, 8DI 24VDC Input Points	<i>each</i>	
3	DVP08SN11R	Delta DVP-S I/O Module, 8DO, Relay Output	<i>each</i>	
4	DVP12SE11R	Delta Programmable Logic Control 8/4R DC 6	<i>each</i>	
5	DVP04DA-S	DVP-S I/O Module, 4AO Analog Output	<i>each</i>	
6	DVP04PT-S	Programmable Logic Control (PLC) 4/OPT DC 6	<i>each</i>	
7	DVP04TC-S	DVP-S I/O Module, 4AI Thermocouple Inputs	<i>each</i>	
8	DVP06AD-S	DVP-S I/O Module, 6AI, Analog Input	<i>each</i>	
9	DVP06XA-S	DVP-S I/O Module, 4AI/2AO Analog Output	<i>each</i>	
10	DVP08SM11N	DVP-S I/O Module, 8DI 24VDC Input points	<i>each</i>	
11	DVP08SN11R	DVP-S I/O Module, 8DO, Relay Output	<i>each</i>	
13	DVP08SN11T	DVP-S I/O Module, 8DO Output point, Transistor Output	<i>each</i>	
14	DVP08SP11R	Programmable Logic Control 4/4R DC 6	<i>each</i>	
15	DVP16SP11R	Relay Output, DVP-S I/O Module, 8DI/8DO	<i>each</i>	
16	DVP16SP11T	Transistor Output, DVP-S I/O Module, 8DI/8DO	<i>each</i>	
17	DVP16SP11TS	Programmable Logic Control 8/8TS DC 6	<i>each</i>	
18	DVPPS01	Power Supply, 1 Amp for DVP-S series	<i>each</i>	
19	DVPPS02	Power Supply, 2 Amp for DVP-S series	<i>each</i>	
20	DVP16SM11N	16 Digital Input Card 24VDC	<i>each</i>	
Subtotal of Pay Items				

EXHIBIT "C"
 BID BLANK
 SUPERVISORY CONTROL AND DATA
 ACQUISITION (SCADA) - DELTA AUTOMATION COMPONENT

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
AH500 PLC Hardware (Delta) 21 Thru 52				
21	AHPS05-5A	Delta AC 85 - 264V Auto-Range Input, 5A DC Output Power Supply	each	
22	AHPS15-5A	DC 24V Input Power Supply	each	
23	AHBP04M1-5A	Delta 4 slots, for CPU/RTU Base	each	
24	AHBP08M1-5A	Delta 6 slots, for CPU/RTU Base	each	
25	AHBP08M1-5A	Delta 8 slots, for CPU/RTU Base	each	
26	AHBP12M1-5A	Delta 12 slots, for CPU/RTU Base	each	
27	AHCPU500-EN	CPU Module, USB, COM1, SD, Ethernet	each	
28	AHCPU510-EN	CPU Module, USB, COM1, SD, Ethernet (1,024 I/O),	each	
28	AHCPU520-EN	CPU Module, USB, COM1, SD, Ethernet (2,048 I/O),	each	
29	AHCPU530-EN	CPU Module, USB, COM1, SD, Ethernet (4,096 I/O)	each	
30	FMC-SD001G	SD Memory Card 1 gig	each	
31	AH10EN-5A	Delta Ethernet module	each	
32	AH02HC-5A	High Speed Count, 2 axes Motion Card	each	
33	AH04AD-5A	4 Channel Analog input card	each	
34	AH04DA-5A	4 Channel Analog output card	each	
35	AH04HC-5A	High Speed Count, 4 axes Motion Card	each	
36	AH04PT-5A	2/3/4-Wire 4 Channel Resistive Temperature Device	each	
37	AH04TC-5A	4 Channel Resistive Temperature Device (J, K, R, S, T, E, N, Temp Sensors)	each	
38	AH05PM-5A	3 Axes Motion Card	each	
39	AH06XA-5A	4AI/2AO Multi-Channel Analog card	each	
40	AH08AD-5B	8 Channel Analog Input Card Voltage/Current	each	
41	AH08AD-5C	8 Channel Analog Input Card Current	each	
42	AH08DA-5B	8 Channel Analog Output Card Voltage/Current	each	
43	AH08DA-5C	8 Channel Analog Output Card Current	each	
44	AH08PTG-5A	8 Channel Pressure, Thermal, Ground Card	each	
45	AH08TC-5A	8 Channel Resistive Temperature Device (J, K, R, S, T, E, N, Temp Sensors)	each	
46	AH16AM10N-5A	24VDC, 7 mA, 16 Digital Input Card	each	

EXHIBIT "C"
 BID BLANK
 SUPERVISORY CONTROL AND DATA
 ACQUISITION (SCADA) - DELTA AUTOMATION COMPONENT

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
47	AH16AM30N-5A	100 to 240VAC, 7 mA (100V, 50Hz), 16 Digital Inputs	each	
48	AH16AN01P-5A	12 to 24 VDC, 0.5A, 16 Digital Outputs Card, PNP	each	
49	AH16AN01R-5A	250VAC/24VDC, 2A, Relay, 16 Digital Output Card	each	
50	AH16AN01S-5A	AC 110/220V, 16 Digital Input, 0.6A/pt., TRIAC	each	
51	AH16AN01T-5A	12 to 24 VDC, 0.5A, 16 Digital Outputs, NPN	each	
52	AH16AP11P-5A	24VDC, 7 mA, 8 inputs, 12 to 24 VDC, 0.5A, 8 outputs, PNP, 8 output	each	
Subtotal of Pay Items				
HMI Hardware (Delta) 53 thru 68				
53	DOP-B03S211	4.3-inch High Resolution Touch Screen HMI	each	
54	DOP-B03E211	4.3-inch High Resolution Touch Screen HMI With Ethernet Port	each	
55	DOP-B05S111	5.6-inch High Resolution Touch Screen HMI	each	
56	DOP-B07S515	7-inch High Color , High Resolution Touch Screen HMI	each	
57	DOP-B07E515	7-inch High Color , High Resolution Touch Screen HMI With Ethernet Port	each	
58	DOP-B10S615	10.1-inch High Resolution Touch Screen HMI	each	
59	DOP-B10E615	10.1-inch High Resolution Touch Screen HMI With Ethernet Port	each	
60	DOP-CAUSBAB	HMI Programming USB Cable	each	
61	DOP-CA232DP	Communication Cable 6FT, RS232 DB9 to Mini Din	each	
62	DOP-W105B	10-inch High Resolution Wide Screen HMI	each	
63	DOP-W127B	12.1-inch High Resolution Wide Screen HMI	each	
64	DOP-W157B	15-inch High Resolution Wide Screen HMI	each	
65	TP70P-16TP1R	7" touch Panel with Built-in PLC 8DI/8DO	each	
66	TP70P-32TP1R	7" touch Panel with Built-in PLC 16DI/16DO	each	
67	TP70P-21EX1R	7" touch Panel with Built-in PLC 8DI/8DO; 2AI, 1AO and 2 PT100 sensor channels	each	
68	TP70P-22XA1R	7" touch Panel with Built-in PLC 8DI/8DO; 2AI, 2AO	each	
Subtotal of Pay Items				
Power Supply Hardware (Delta) 69 thru 86				
69	DRP-24V48W1AZ	Delta Power Supply 48W / 24V Plastic	each	
70	DRP024V060W1AZ	Delta Power Supply 60W / 24V Plastic	each	

EXHIBIT "C"
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 SUPERVISORY CONTROL AND DATA
 ACQUISITION (SCADA) - DELTA AUTOMATION COMPONENT

PAY ITEM NO.	PART NUMBER	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE
71	DRP024V060W1AA	Delta Power Supply 60W / 24V	each	
72	DRP024V120W1AA	Delta Power Supply 120W / 24V	each	
73	DRP024V240W1AA	Delta Power Supply 240W / 24V	each	
74	DRP024V480W1AA	Delta Power Supply 480W/ 24V	each	
75	DRP012V015W1AZ	Delta Power Supply 15W / 12V, Plastic	each	
76	DRP012V030W1AZ	Delta Power Supply 30W / 12V, Plastic	each	
77	DRP012V060W1AA	Delta Power Supply 60W / 12V	each	
78	DRP012V100W1AA	Delta Power Supply 100W / 12V	each	
79	DRP024V060W1BA	Delta Power Supply 60W / 24V	each	
80	DRP024V120W1BA	Delta Power Supply 120W / 24V	each	
81	DRP024V240W1BA	Delta Power Supply 240W / 24V	each	
82	DRP024V480W1BA	Delta Power Supply 480W / 24V	each	
83	DRP024V060W1BN	Delta Power Supply 60W / 24V	each	
84	DRP024V120W1BN	Delta Power Supply 120W / 24V	each	
85	DRP024V240W1BN	Delta Power Supply 240W / 24V	each	
86	DRP024V480W1BN	Delta Power Supply 480W / 24V	each	
Subtotal of Pay Items				
Misc. Automation Hardware (Delta) 87 thru 113				
87	IFD9507	Communication Module 485/232-ETH EIP 4	each	
88	IFD6500	Communication Module USB-485 22	each	
89	IFD8510	Communication Module 485 REP ISO 30	each	
90	DPM-530C	Delta Power Meter	each	
91	DVS-005I00	5 port Ethernet Switch Temp. (-0~60)	each	
92	DVS-005W01	5 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO	each	
93	DVS-005W01-MC01	5 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO and Fiber	each	
94	DVS-005W01-SC01	5 port Ethernet Switch Unm. 5P WT,SM-SC	each	
95	DVS-008W01	8 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO	each	
96	DVS-008W01-MC01	8 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO and Fiber	each	

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 SUPERVISORY CONTROL AND DATA
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<i>PAY ITEM NO.</i>	<i>PART NUMBER</i>	<i>DESCRIPTION</i>	<i>UNIT OF MEASURE</i>	<i>UNIT BID PRICE</i>
97	DVS-008W01-SC01	8 port Ethernet Switch Unm. 8P WT,SM-SC	each	
98	DVS-016W01	16 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO	each	
99	DVS-016W01-MC01	16 port Ethernet Switch Temp. (-40~75), Built-In Alarm IO and Fiber	each	
100	DVS-016W01-SC01	16 port Ethernet Switch Unm. 16P WT,SM-SC	each	
102	DVS-008I00	8port Fast-E Unmanaged Switch (-10c to 60c)	each	
103	DVS-G008I00A	8port Gigabit Unmanaged Switch (-10c to 60c)	each	
104	DVS-110W02-3SFP	10port, 7 Fast-E and 3 Gigabit-E Managed Switch	each	
105	DVW-W02W2-E2	Wireless 802.11 a/b/g/n Gateway (-40c to 75c)	each	
106	DTB4824VR	Delta Temperature Controller DTB Series Advanced Type Panel size 4824 Voltage Output & Relay output	each	
107	DTB4824RR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4824 Relay Output & Relay Output	each	
108	DTB4848VR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4848 Voltage Output & Relay Output	each	
109	DTB4848CR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4848 Current Output & Relay Output	each	
110	DTB4848RR	Delta Temperature Controller DTB Series Advanced Type Panel Size 4848 Relay Output & Relay Output	each	
111	DTB4896RRE	Delta Temperature Controller DTB Series Advanced Type Panel Size 4896 Relay Output & Relay Output with Event Control Function	each	
112	DTB9696CRE	Delta Temperature Controller DTB Series Advanced Type Panel size 9696 Current Output & Relay Output with Event Control Function	each	
113	DTB9696RRE	Delta Temperature Controller DTB Series Advanced Type Panel Size 9696 Relay Output & Relay Output with Event Control Function	each	

**EXHIBIT "C"
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**SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

INDEFINITE QUANTITY TERM CONTRACT

SUBTOTAL AMOUNT PAY ITEM NOS. 1 TO 20 \$ _____.

SUBTOTAL AMOUNT PAY ITEM NOS. 21 TO 52 \$ _____.

SUBTOTAL AMOUNT PAY ITEM NOS. 53 TO 68 \$ _____.

SUBTOTAL AMOUNT PAY ITEM NOS. 69 TO 86 \$ _____.

SUBTOTAL AMOUNT PAY ITEM NOS. 87 TO 113 \$ _____.

\$ _____.
(ADD TOGETHER ALL ABOVE SUBTOTALS)

Company Name: _____

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

Effective July 1st, 2017, through June 30th, 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.

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

**EXHIBIT "C" BID BLANK
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)
DELTA AUTOMATION COMPONENTS**

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.

The following forms must be completed and submitted by or prior to the bid due date and time, in order for the Bid to be responsive:

___ Bid Blank: Exhibit "C", Page C-1- thru C-7

___ All forms supplied with the bid package (Forms 1 thru 4) return Form 2 if applicable. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

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

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

Street Address: _____

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

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

Emergency Contact Information (After Hours):

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

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

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

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

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

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

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