

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



ITB-DOT-16/17-8026-GB

**OSI LASERSCAN SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities 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, until **2:30 P.M. (local time) on Tuesday, July 18, 2017**, for the following project:

BID NO.: ITB-DOT-16/17-8026-GB

SPECIFICATIONS: The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") under this Agreement seeks a vendor to provide OSI LaserScan AS615-UDH Vehicle Detection and Classification (VDAC), Single Lane Overhead Vehicle Classifiers.

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 Section 6, Termination, of the MyFloridaMarketPlace (MFMP) Purchase Order Terms and Conditions.

Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of business required in the Contract). The Vendor shall be required to provide the Department verification of a Business Tax Receipt with the submission of the bid documents.

Experience

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been actively in business for a minimum of two (2) years.

The Department will review carefully to determine if 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:

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14.

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: A pre-bid conference will not be held.

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

http://www.myflorida.com/apps/vbs/vbs_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
Contractual Services Office
P.O. Box 613069
Ocoee, Florida 34761

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

FAX TO (407) 264-3058 OR E-MAIL TO GAIL BROWN at gail.brown@dot.state.fl.us

Bid Number: ITB-DOT-16/17-8026-GB

Title: OSI LaserScan Single Lane Overhead Vehicle Classifiers

Bid Due Date & Time (On or Before): Tuesday, July 18, 2017 - 2:30PM

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

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at 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: Gail Brown at gail.brown@dot.state.fl.us or (407) 264-3995.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



TABLE OF CONTENTS

ITB-DOT-16/17-8026-GB

**OSI LASERSCAN SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities Contract

Table of Contents

<u>ITEM</u>	<u>PAGE NO.</u>
Cover Sheet	
Advertisement	1 – 3
Registration	1
Table of Contents.....	TOC 1
Invitation to Bid Instructions (Special Conditions)	SC1 – SC11
Forms.....	FORMS 1 – 4
Exhibit "A," Specifications	A-1 – A-3
Exhibit "B," Method of Compensation	B-1 – B-3
Exhibit "C," Bid Blank	C-1 – C-2

Department of Transportation



INVITATION TO BID

ITB-DOT-16/17-8026-GB

OSI LASERSCAN SINGLE LANE OVERHEAD VEHICLE CLASSIFIERS

Estimated Quantities Contract

CONTACT INFORMATION:

MAIL BIDS, ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Gail Brown
Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761-3069
Phone: (407) 264-3995 Fax: (407) 264-3058
Email: gail.brown@dot.state.fl.us

SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

Gail Brown
Florida Department of Transportation
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
Phone: (407) 264-3995 Fax: (407) 264-3058
Email: gail.brown@dot.state.fl.us

INTRODUCTION SECTION

1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids for the purchase of OSILaserScan, AS615-UDH Single Lane Overhead Vehicle Classifiers by the Department of Transportation, hereafter referred to as the "Department." It is anticipated that the term of the Contract will begin on or about August 1, 2017 and be effective for two (2) years thereafter.

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at 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.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
A PRE-BID CONFERENCE WILL NOT BE HELD	N/A	N/A
DEADLINE FOR TECHNICAL QUESTIONS There is no deadline for administrative questions. Via email to gail.brown@dot.state.fl.us Reference: ITB-DOT-16/17-8026-GB	07/11/2017	05:00 PM
BIDS DUE (ON OR BEFORE) (See Note 2) Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 (407) 532-3999	07/18/2017	02:30 PM
PUBLIC OPENING (See Note 1, 2) Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 (407) 532-3999	07/18/2017	02:30 PM
POSTING OF INTENDED DECISION/AWARD Internet's Vendor Bid System	07/25/2017 – 07/28/2017	05:00 PM

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 contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE

(see Special Condition 24). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14.

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

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

3) QUESTIONS & ANSWERS

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

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at 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:

Gail Brown gail.brown@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 email address above or by phone: (407) 264-3995

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

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

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

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

6) PRICES/DELIVERY

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

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) SPECIFICATIONS

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

9) QUALIFICATIONS

- 9.1 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 Section 6, Termination, of the Purchase Order Terms and Conditions.

9.1.1 Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of business required in the Contract). The Vendor shall be required to provide the Department verification of a Business Tax Receipt with the submission of the bid documents.

9.1.2 Experience

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been actively in business for a minimum of two (2) years.

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

10) METHOD OF COMPENSATION

View Exhibit "B," Method of Compensation.

11) INTENDED AWARD

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

12) PRE-BID CONFERENCE

A PRE-BID CONFERENCE WILL NOT BE HELD.

13) ALTERNATES

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

14) WARRANTY/SUBSTITUTIONS

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than one (1) year from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

15) 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.

16) PRODUCT REQUIREMENTS/SPECIFICATIONS

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).

17) 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.

18) 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.

19) 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.

20) UNAUTHORIZED ALIENS

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

21) SCRUTINIZED COMPANIES LISTS

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

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.

22) 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.

23) 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.

24) 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 commodities specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not

limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the Bid Blank 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 commodities, and failure to perform or meet financial obligations on previous contracts.

25) REQUIRED DOCUMENTS

The bidder must use the attached Bid Blank to submit its bid. The Bid Blank must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. The Bid Blank 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.**

26) ESTIMATED QUANTITIES

The Department anticipates purchasing the estimated quantities shown on the Bid Blank, 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 authorized under this Contract. The Vendor(s) shall supply, at bid prices, the actual quantities authorized regardless of whether the total of such quantities is more or less than anticipated. This bid and the resulting Contract will be subject to annual appropriated funding.

27) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

28) 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.

29) 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-16/17-8026-GB - Confidential Material." The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

30) 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: Gail Brown
Phone # (407) 264-3995

USPS:

Florida Department of Transportation
Florida's Turnpike Headquarters
P.O Box 613069
Ocoee, Florida 34761-3069
Attn: Gail Brown
Phone # (407) 264-3995

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.

31) 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.

32) POSTING OF INTENDED DECISION/AWARD

32.1 - 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.

32.2 - 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 32.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

32.3 - 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.

33) AWARD OF THE CONTRACT

The Department will issue Purchase Orders.

34) 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 price.

35) 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 – In-State Preference

Form 3 – Vendor Certification Regarding Scrutinized Companies List

Form 4 – Corporate Resolution

36) TERMS AND CONDITIONS**36.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.

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

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

Paragraph 31, Dispute Resolution - PUR 1000

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

36.2 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 – PUR1001

36.3 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.

37) ORDER OF PRECEDENCE

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

1. Purchase Order
2. Exhibit "A," Specifications
3. Special Conditions
4. Exhibit "B," Method of Compensation
5. Exhibit "C," Bid Blank
6. General Conditions (PUR 1000)
7. Instructions to Respondents (PUR 1001)

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



FORMS

ITB-DOT-16/17-8026-GB

**OSI LASERSCAN SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities Contract

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

Bid Number: _____

Title: _____

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

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

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

Vendor Name: _____

Vendor FEIN: _____

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

If so, please provide an address:

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: _____

Florida Statutes
287.135

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

375-030-60
PROCUREMENT
10/16

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. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

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

Certified By: _____, who is authorized to
sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

CORPORATE RESOLUTION OF

(recite name of Business)

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

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

ITB-DOT-16/17-8026-GB

**OSI LASERSCAN SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities Contract

EXHIBIT “A” SPECIFICATIONS

OSI LASERSCAN SINGLE LANE OVERHEAD VEHICLE CLASSIFIERS

Estimated Quantities Contract

1.0 Introduction

1.1 Description of Commodity

The Florida Department of Transportation, Florida’s Turnpike Enterprise (hereinafter referred to as the “Department”), seeks a vendor to provide OSI LaserScan AS615-UDH Vehicle Detection and Classification (VDAC) Single Lane Overhead Vehicle Classifiers. The Single Lane Overhead Vehicle Classifier, is a vital part of the All Electronic Transaction (AET) Lanes installed in toll collection facilities throughout Florida. The VDAC assists the classification and violation enforcement system with the proper function of toll collections in adverse weather conditions and during lane degraded mode of operations. The AS615-UDH units, with installed firmware version 2.1.22.0. are integrated into the toll collection system, and have been successfully classifying vehicles since 2010.

2.0 Definition of Terms

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 documents form the Contract between the Department and the Vendor setting 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.

Department’s Project/Contract Manager: The individual employee(s) of the Department responsible for the management of the Contract, for inspection and acceptance of commodities and approval for payment of units requested herein.

FDOT: Florida Department of Transportation

FTE: Florida’s Turnpike Enterprise

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.

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

Vendor’s Project Manager: The individual employee of the Vendor responsible for the management of the Contract, shipping of the units and the submission of payment documents for all units requested herein. The Vendor’s Project Manager is responsible for all communication with the Department and the Department’s Contract Manager.

VDAC: Vehicle Detection and Classification

Purchase Orders: Purchase Orders will be issued to the Vendor on an as needed basis with the specific Pay Line Item quantities authorizing the Vendor to proceed with the shipment of units.

3.0 Vendor's Qualifications

The Vendor shall maintain and keep in force throughout the life of the Contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Contract in default and will be subject to the terms of Section 6, Termination, of the Purchase Order Terms and Conditions.

3.1 Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of business required in the Contract). The Vendor shall be required to provide the Department verification of a Business Tax Receipt with the submission of the bid documents.

3.2 Experience

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been actively in business for a minimum of two (2) years.

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

4.0 Parts and Material Requirements/Equivalent Units

The Department has determined the necessity to procure additional OSI LaserScan AS615-UDH Overhead Vehicle Classifier Units, for the purpose of sustaining normal operations and the timely restoration of the toll collection system in the event of OSI LaserScan device failure. The Department has exclusively approved OSI LaserScan AS615-UDH Overhead Vehicle Classifier Units as the original manufacturer of the Overhead Vehicle Classifier Units. All units provided by the Vendor for this project shall be new. Equivalent and refurbished units will not be accepted. Vendor bids will be considered non-responsive if pricing is submitted for equivalent or refurbished units. The Vendor shall ensure that all parts, material, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

5.0 Warranty

The OSI LasScan AS615-UDH Overhead Vehicle Classifier Units, shall have a one (1) year warranty from Department's receipt of unit.

6.0 Administration of Contract

All work under this Contract will be under the administration of the Florida Department of Transportation.

A. Contract Manager

The Department has assigned Tom Thielen as the Contract Manager. He will be the direct contact and be responsible for issuing Purchase Orders.

7.0 Duration of Contract

The Contract shall commence upon the issuance of the first Purchase Order from the Department and shall be in effect for a period of two (2) years.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



**EXHIBIT "B"
METHOD OF COMPENSATION**

ITB-DOT-16/17-8026-GB

**OSI LASERSCAN SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities Contract

**EXHIBIT “B”
METHOD OF COMPENSATION
OSI LASERSCAN SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities Contract

1.0 General

The Vendor shall accept the compensation as provided in this Contract as full payment for the commodity under this Contract, and for all other costs required in this Contract. This is an estimated quantities Contract whereby the Vendor agrees to furnish the commodity 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 Estimated Quantities

This is an indefinite estimated quantities Contract. The Department will, at its discretion, place orders with the Vendor for various quantities of OSI LaserScan AS615-UDH (VDAC) Single Lane Overhead Classifiers as needed, during the Contract period. Orders for said commodities will be placed via Purchase Orders.

3.0 Details of Cost and Fees (Basis of Payment)

The Department agrees to pay the Vendor for the commodity described and detailed in this Exhibit, Exhibit “A,” Specifications and Exhibit “C,” Bid Blank. Payment for the Single Lane Overhead Classifiers shall constitute full compensation for all units received and accepted by the Department. Payment will be made based on the prices as shown in Exhibit “C,” Bid Blank, under the following Pay Line Item Numbers:

- **Pay Line Item No.: 1 OSI LaserScan AS615-UDH (VDAC) Single Lane Overhead Classifiers**

The Contract unit rate for this Pay Line Item shall cover the total cost of each OSI LaserScan AS615-UDH (VDAC) Single Lane Overhead Classifier

4.0 Method of Measurement

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

4.1 Compensation

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

5.0 Budget Limitations

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

6.0 Financial Consequences

Payment shall be made only after receipt and approval of units unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of Contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

7.0 Invoicing

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

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

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

Department of Transportation
 Florida's Turnpike Enterprise
 6401 Okeechobee Blvd
 West Palm Beach, Florida 33417
 Attention: Thomas Thielen

- 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-16/17-8026-GB

**OSI LASERSCAN SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities Contract

**EXHIBIT “C”
BID BLANK**

**OSI SINGLE LANE
OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities

FORMULA (FOR FILLING IN BID BLANK PAY ITEM): QUANTITY OF ITEM X (times) THE UNIT RATE (\$) = PAY ITEM TOTAL(S)

PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	OSI LASERSCAN AS615-UDH (VDAC) SINGLE LANE OVERHEAD CLASSIFIERS	EACH	52	\$ _____ . _____	\$ _____ . _____
TOTAL BID AMOUNT					\$ _____ . _____

Name of Business _____

MFMP Transaction Fee:

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14.

*This is an estimated quantities contract. The unit rate shall remain unchanged, if the actual is less than or greater than what is identified.

**EXHIBIT "C"
 BID BLANK**

**OSI SINGLE LANE
 OVERHEAD VEHICLE CLASSIFIERS**

Estimated Quantities

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-2.
- A copy of the Vendor's Business Tax Receipt, stating the name of the Bidder's business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.
- All forms supplied with the bid package (Forms 1 thru 4) return Form 3 and 4 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.

Fill in the following information, complete with authorized signature and date.

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

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

Street Address: _____

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

Phone No. () _____ - _____ 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: _____

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