

**State of Florida
Department of Transportation**



**INVITATION TO BID
D3 RTMC VIDEO WALL DISPLAY REPLACEMENT**

[DOT-ITB-21-3011-WE](#)

CONTACT FOR QUESTIONS:

Wynne Edwards, Procurement Agent
[Wynne Edwards@dot.state.fl.us](mailto:Wynne.Edwards@dot.state.fl.us)
Phone: 850-330-1374
1074 Highway 90 East
Chipley, FL 32428

State of Florida
Department of Transportation
District Three Procurement Office
1074 Highway 90 East
Chipley, FL 32428

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL TO Wynne Edwards, Wynne.Edwards@dot.state.fl.us

Bid Number: _____

Title: _____

Bid Due Date & Time (On or Before): _____

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below e-mail to **Wynne Edwards, Wynne.Edwards@dot.state.fl.us**.

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at <http://myflorida.com/apps/vbs/vbs> [www.main menu](http://www.main.menu), under this bid number 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: () _____ Contact Person: _____

Internet E-Mail Address: _____

Email Address of individual receiving additional documents: _____

Will be attending site visit: _____ Yes _____ No

For further information on this process, e-mail or telephone: **Wynne Edwards, Wynne.Edwards@dot.state.fl.us**

BID SHEETBID NUMBER: ITB-DOT- DOT-ITB-21-3011-WEBID TITLE: D3 RTMC VIDEO WALL DISPLAY REPLACEMENT**Services to be provided as specified in attached Exhibit "A", Technical Specifications**

<u>WORK LOCATIONS</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
System Layout and Integration Plan	1	Lump Sum (LS)	\$_____	\$_____
Training and Documentation	1	Lump Sum (LS)	\$_____	\$_____
Remove and deliver to FDOT D3 District Three at a designated site(s), all existing, removed flat panels – as designated within the RTMC	1	Lump Sum (LS)	\$_____	\$_____
Furnish and install new video wall system including all software licenses	1	Lump Sum (LS)	\$_____	\$_____
LED Flat Panel viewing screens per project drawings at the RTMC	16	Each (EA)	\$_____	\$_____
Furnish, install, and integrate new portable video display and display carts	2	Each (EA)	\$_____	\$_____
Furnish new portable video display carts	4	Each (EA)	\$_____	\$_____
Furnish, install, and test floor mounted 80K UPS	1	Each (EA)	\$_____	\$_____
Furnish, install, and successfully demonstrate new operator console.	1	Each (EA)	\$_____	\$_____
Integrate and test new video wall system including new portable video display system	1	Lump Sum (LS)	\$_____	\$_____
Manufacturer's extended warranty for items 1, 2, 3, 4 and 5 listed in Table 2 (excludes pre-existing elements)	1	Lump Sum (LS)	\$_____	\$_____

Workmanship Warranty and Maintenance Support for items 1, 2, 3, 4, 5 and 6 listed in Table 2 (excludes pre-existing elements)	1	Lump Sum (LS)	\$_____	\$_____
Integrate existing remote video wall display – at DEOC with new system (includes Furnish, install, and provide all required material, devices, equipment, labor and tools to integrate and test with new system)	1	Lump Sum (LS)	\$_____	\$_____
Integrate existing displays in HQ building and at RTMC reception area with new system (includes Furnish, install, and provide all required material, devices, equipment, labor and tools to integrate and test with new system)	1	Lump Sum (LS)	\$_____	\$_____
GRAND TOTAL (For all sites)				\$_____

MFMP Transaction Fee:

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

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

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

Bidder: _____ FEID# _____.

Address: _____ City, State, Zip: _____.

Phone: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

Florida Statutes
287.135

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

375-030-60
PROCUREMENT
OGC – 06/18

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

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

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

Certified By: _____
 who is authorized to sign on behalf of the above referenced company.
 Authorized Signature Print Name and Title: _____
 Date: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide D3 RTMC VIDEO WALL DISPLAY REPLACEMENT. It is anticipated that the term of the contract will begin on or about June 21, 2021 and be effective for 22 months thereafter.

For the purpose of this document, the term "bidder" means the bidder acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the bidder team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Vendor".

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

ACTION / LOCATION	DATE	LOCAL TIME
SITE VISIT Administration Building 1074 Highway 90 East Chipley, FL 32428	05-12-2021	10:00 AM
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	05-21-2021	02:00 PM
BIDS DUE (ON OR BEFORE) - D3.Purch@dot.state.fl.us	06-03-2021	02:00 PM
PUBLIC OPENING - 1074 Highway 90 East Chipley, FL 32428	06-03-2021	02:30 PM
POSTING OF INTENDED DECISION/AWARD -	06-08-2021	

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

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

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

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

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

3) QUESTIONS & ANSWERS

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

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

Wynne Edwards, Wynne.Edwards@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: **(850) 330-1374**.

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

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

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://myflorida.com/apps/vbs/vbs_main_menu ("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 Sheet. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award this contract to the responsive and responsible bidder that submits the lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

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

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

9) QUALIFICATIONS

9.1 GENERAL

Vendor must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of 3 years. Must have provided services of similar size and scope to this project for a governmental or public agency. On-site VENDOR supervisor must be certified by video wall manufacturer for Video Processor and Audio-Visual Controller. Must be an authorized reseller of the major components provided (Display Panels, Video Processor and Audio-Visual Controller). Must have provided services of similar scope and magnitude for five (5) projects on the last three (3) years.

9.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" form), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1.1, above. Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to the award of the contract. For authorization, contact:

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

9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract.

For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criterion must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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

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

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, (Wynne Edwards, 1074 Highway 90 East, Chipley, FL 32428)** within ten (10) days after the ending date of the period for posting the intended award decision.

(x) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$(200,000 minimum) per person and \$(300,000 minimum) each occurrence, and property damage insurance of at least \$(200,000 minimum) each occurrence, for the services to be rendered in accordance with this contract.

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

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

12) PERFORMANCE BOND

(x) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

The Vendor will be compensated in accordance with Exhibit "B", Method of Compensation, attached hereto and made a part hereof.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a bid, the bidder agrees to be legally bound by these terms and conditions.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

Should the Department determine that the bid package has material misrepresentations or that the size or

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any 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.

18) SCRUTINIZED COMPANIES LISTS

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

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

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

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

19) RESERVATIONS

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

20) **ADDITIONAL TERMS & CONDITIONS**

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

21) **RESPONSIVENESS OF BIDS**

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

22) **BID SHEET**

The bidder must use the attached Bid Sheet to submit its bid. The Bid Sheet must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

23) **ESTIMATED QUANTITIES**

The Department anticipates purchasing the estimated quantities shown on the bid sheet(s), for a one (1) 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.

24) **"DRUG-FREE WORKPLACE" PREFERENCE**

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

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) ELECTRONIC SUBMISSION OF BIDS:

Electronic Bid Submittals

Please follow the below instructions for the submittal of electronic bids, failure to do so, may result in your bid being found non-responsive. Non-responsive replies will not be evaluated.

- a) Subject line must show: **DOT-ITB-21-3011-WE**
- b) Email shall contain one file attachment marked as the following: **DOT-ITB-21-3011-WE Bid Submittal**
- c) Documents shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d) The body of the email shall not contain any information
- e) Bids shall be submitted to: D3.Purch@dot.state.fl.us

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

27) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number **DOT-ITB-3011-WE** - 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.

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 http://myflorida.com/apps/vbs/vbs_main_menu, on the 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) 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) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) A Standard Written Agreement executed by both parties.

31) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

32) ATTACHED FORMS

Bid Sheet
 Minimum Qualifications Statement
 Drug-Free Workplace Program Certification (Form 375-040-18)
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
 MBE Planned Utilization (Form 375-040-24)

33) TERMS AND CONDITIONS

33.1 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.

33.2 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

34) ORDER OF PRECEDENCE

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

- Special Conditions
- Scope of Services
- Bid Sheet
- Standard Written Agreement
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introduction Section

35) LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$1,500.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

36) 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).

37) RECYCLED MATERIAL

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

38) SITE VISIT

Attendance at the Site Visit is Highly Recommended. Each bidder must fully acquaint themselves with the conditions relating to the performance of the services required under the conditions of this

solicitation. No allowances will be made to the awarded vendor because of lack of knowledge about conditions or requirements, and the awarded vendor will not be relieved of any liabilities or obligations. The Site Visit will be held at the date, time, and location in the Timeline.

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

EXHIBIT A

**FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT THREE
DOT-ITB-21-3011-WE**

TECHNICAL SPECIFICATIONS

FOR

D3 RTMC VIDEO WALL DISPLAY REPLACEMENT

April 26, 2021

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1 PROJECT SCOPE

1.1 General

The Florida Department of Transportation, DISTRICT THREE (FDOT D3) or DEPARTMENT is seeking to replace the existing video wall system within the Regional Transportation Management Center (RTMC) location and extend the video wall solution to its Headquarters Administration (HQ Admin) Building, and the District Emergency Operations Center (DEOC). The RTMC is the FDOT D3 central hub and control facility for Transportation Systems Management & Operations (TSM&O) incident management and monitoring. FDOT D3 TSM&O manages and/or monitors Interstate 10 (I-10), I-110, and arterial roadways within the Northwest Florida region. For incident management and monitoring purposes, FDOT D3 has deployed closed-circuit television (CCTV) cameras along these roadways. Each CCTV camera produces a video stream that is transmitted to the RTMC location via the FDOT D3 Fiber Optic Network (FON) and is viewable on the existing video wall display. The existing video wall also displays graphical content such as maps and dashboards. The intent of this project is to procure a new video wall solution for the RTMC location with an extension to the FDOT D3 HQ Admin Building, and the DEOC. This procurement includes all components of the video wall solution. This will also include enhancements to existing remote locations.

VENDORS will be granted a site visit to the site location for bidding purposes.

The main deliverables of this project with anticipated timeframes for completion include:

- Provide a complete and fully functional system as described in this technical specification (22 months including warranty and maintenance support period)
- Provide final layout and integration plans for approval by the Department (2 months) including:
 - RTMC control room layout with new RTMC operator console.
 - Final display wall layout with new monitors.
 - Functional diagrams showing flow of control, each wiring and each video display monitors and controllers.
 - Wiring diagrams showing interconnection of provided systems from designated demarcation point to designated display(s).
 - Wall mounting details.
 - Electrical circuit designation by display.
- Submit electrical calculations for electrical and electronic equipment provided.
- Conduct a final design workshop at the FDOT D3 RTMC.
- Submit data sheets for electronic equipment, mounting hardware, interconnection wiring, and surge protective devices/grounding systems for review and approval by the FDOT D3.
- Submit data sheets for proposed software and display control systems with operational flow chart.
- Submit phased installation, cut-over plan, and schedule (maintaining 50% of existing video display capacity during transition).
- Furnish and install electronic equipment, control system devices and software, support equipment, interconnection wiring, grounding, and surge protective

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systems. (3 months delivery of required hardware components, 1 month delivery and installation of software)

- Inspect installation work; FDOT D3 to witness.
- Dispose of decommissioned equipment, materials, and debris. Deliver any recovered existing display equipment to the FDOT D3 at a place to be designated during coordination meetings.
- Conduct final acceptance inspection; FDOT D3 to witness. (3 months)
- Perform standalone, sub-system and final acceptance testing of system functionality and performance per the FDOT Standard and Supplemental Specifications, subject to FDOT D3's witness and approval.
- Deliver system documentation, warranty information and installation/operator manuals to the FDOT D3 prior to final acceptance.
- Provide operator and maintenance training to designated FDOT D3/consultant staff. (1 month)

1.2 Conduct of Work

The Successful Vendor shall arrange with the FDOT D3 for access to the sites and work areas. The Vendor shall provide security for his/her equipment as required by the FDOT D3 and shall conduct his/her operations to avoid interference with the DEPARTMENT's normal operations.

VENDOR shall have at least one staff member per worksite complete and pass the State Law Enforcement Radio System (SLERS) background check. Coordinate with the FDOT D3 Project Manager for SLERS requirements and procedures.

Work to be performed outside the scope of these specifications shall be referred to as "By others", or if by the State of Florida's designated representative then "By FDOT/FDOT D3". The Vendor shall be responsible for coordinating his work with that of "others" or the FDOT D3 wherever an interface is required.

1.3 Drawings and Project Plans

The drawings and project plans provided are typically diagrammatic. They are as accurate as scale permits and the Vendor shall follow them as closely as possible. Any field conditions that change the required installation shall be reported to the FDOT D3. The Vendor shall verify existing conditions and measurements relating to the work in the field prior to proceeding with installation. The Vendor shall verify cabinets, walls, operator consoles, rack profiles, cable trays, conduit lengths, and grounding systems at the existing facilities and include conditions required to install equipment and systems as described herein and as shown on the drawings. Offsets required for installation of cabling and wiring systems shall be included in this project at no additional cost to the DEPARTMENT. The Vendor shall coordinate any modifications required by existing conditions to avoid conflicts of video display systems and other building components.

The drawings, project plans, and specifications are complementary, and any work required by one and not the other shall be required by both. The FDOT D3 Project Manager shall be the

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sole interpreter of the drawings and specifications.

The Vendor shall note that drawings and details are diagrammatic in general and indicate the character of the work intended. Work included, but having minor details obviously omitted or not shown, shall be furnished and installed complete to perform the functions desired.

1.4 Definitions

Department: The Purchaser (or Owner) State of Florida
Florida Department of Transportation (FDOT) Contact Person is the FDOT Project Manager (see below) in Tallahassee, Florida.

Vendor: The individual, firm, partnership, corporation, company, association, or other legal entity to whom the contract is awarded by the DEPARTMENT and who is subject to the terms thereof.

Vendor Project Manager: The Vendor's project contact person who has the project responsibility.

FDOT D3 Project Manager: Amy M. DiRusso, P.E.
TSM&O Program Engineer
Florida Department of Transportation - District 3
1074 Highway 90
Chipley, FL 32428-0607
V: 850-330-1241 M: 850-326-8956
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Project Consultant: James E. Duvall, E.I.
HNTB CORPORATION
District Three GEC Project Manager
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Chipley, FL 32428-0607
V: (850) 415-9021, M: (850) 658-2165
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1.5 Acronyms

AES.....Advanced Encryption Standard
API.....Application Programming Interface
CCTV.....Closed-Circuit Television
CNC.....Computer Numerical Control
DEOC..... District Emergency Operations Center
DVI.....Digital Visual Interface
FIPS.....Federal Information Processing
Standards FON..... Fiber Optic Network
FDOT D3..... Florida Department of Transportation District Three
GUI..... Graphical User Interface
HDMI.....High-Definition Multimedia Interface
HQ..... Headquarters
TCP/IP.....Transmission Control Protocol/Internet Protocol
ITB..... Invitation to Bid

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KVM.....	Keyboard Video Mouse
LCD.....	Liquid Crystal Display
LED.....	Light Emitting Diode
LAN.....	Local Area Network
MOC.....	Maintenance of Communication
NEC.....	National Electrical Code
NFPA.....	National Fire Protection Association
NIC.....	Network Interface Cards
PC.....	Personal Computer
PCMS.....	Preventative Checks and Maintenance Service
PM.....	VENDOR's Project Manager
RAID.....	Redundant Array of Independent Drives
RFP.....	Request for Proposal
GRGBHV.....	Red Green Blue Horizontal sync Vertical sync
RTMC.....	Regional Traffic Management Center
SLERS.....	Statewide Law Enforcement Radio System
SNMP.....	Simple Network Management Protocol
TSM&O.....	Transportation Systems Management & Operations
UPS.....	Uninterruptible Power Supply
VGA.....	Video Graphics Array
VLAN.....	Virtual Local Area Network

1.6 Project Management

VENDOR shall furnish, install, and configure the proposed equipment at the FDOT D3 site locations as indicated in the provided drawings and diagrams.

VENDOR shall provide a single point of contact who will serve as the VENDOR's Project Manager (PM). The PM will coordinate the delivery, installation, and configuration of the proposed system with the FDOT D3. VENDOR shall submit a project schedule to the FDOT D3 within two (2) weeks after being awarded the contract.

The project schedule must include the following:

- Each Project Task with Tasks Start and End Date
- Task Duration, and Task Predecessors
- Project Tasks must include
 - Notice-To-Proceed (NTP)
 - Kick-off Meeting
 - Site visits
 - Equipment submittal for approval
 - Equipment order dates, and lead time duration
 - Equipment estimated delivery dates (material stock)
 - Hardware installation dates
 - Software installation dates
 - Integration Period
 - Testing dates
 - Training dates
 - Project end dates

The VENDOR must host a bi-weekly progress meeting and provide a two-week look ahead of future work and an update of accomplished tasks. Progress meetings shall be held weekly once construction begins. The VENDOR must provide an updated project schedule reflecting completed tasks and project dates at each meeting.

The VENDOR's Project Manager or an approved designee must be present on-site for each progress meeting. Any anticipated project schedule delays must be brought to the attention of the FDOT D3 Project Manager or representation at the progress meetings.

Virtual Meetings may be considered on a case-by-case basis. Virtual meetings must be pre-approved by the FDOT D3 Project Manager.

The VENDOR shall provide training for operators and system maintainers before system acceptance testing. The training plans/course outline shall be submitted for approval at least 30 days before the scheduled training.

The FDOT D3 may request to record the training for future reference.

The VENDOR shall submit project documentation including, but not limited to, equipment manuals, system operation manuals, software licenses, security topology, VLAN information, system maintenance manuals, configuration files, installation details, warranty documents, system diagrams, electrical load calculations and a full list of supplied hardware including operational parts with model/serial numbers. Final system acceptance is contingent on receipt of full documentation.

1.7 Vendor's Responsibility

It is understood, and the Vendor hereby agrees, that the Vendor is solely responsible for equipment, materials, and services proposed. Notwithstanding the details presented in these specifications, the Vendor is responsible for verifying the completeness of the materials required and suitability of devices to meet these specifications. The Vendor shall provide and install, without claim, any additional equipment and software required for operation in accordance with these specifications.

1.8 No Waiver of Contract

Changes made by the DEPARTMENT shall not be considered to waive any of the provisions of the contract, nor may the Vendor make any claim for loss of anticipated profits because of the changes, or because of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the DEPARTMENT and in accordance with the contract documents.

1.9 Site Access and Security Requirements

The FDOT D3 system addressed in this contract supports public safety applications such as Intelligent Transportation Systems and Highway Maintenance. To ensure security for the

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system, the FDOT D3 requires that Vendor or Sub-Vendor employees submit to security background checks for access to communication facilities of the SLERS performed by the Florida Department of Law Enforcement and Criminal Justice Information System (CJIS) after award of contract. At any time that employees of the Vendor are working at an FDOT D3 communications site, one of those employees on the site shall possess this approved clearance.

1.10 Right to Remove Personnel from Project

The FDOT D3 has the right to remove any Vendor or Sub-Vendor personnel from the project for any reason. The FDOT D3 shall send a written notification to the Vendor, via fax or email, that a person shall be removed from the project. The Vendor shall remove that person from the project within 24 hours of transmission of the written notice.

1.11 Warranty

Equipment and services furnished and provided by the Vendor as part of this project shall be warranted to be free from defects in material and workmanship and shall conform to this specification. In the event any such defects in equipment or services become evident within the warranty period, the Vendor shall correct the defect by, at its option, (1) repairing any defective component of the equipment; (2) furnishing and installing necessary replacement parts; or (3) redoing the faulty services. The Vendor is responsible for any charges incurred in returning defective parts to the Vendor's, Sub-Vendor's, or suppliers' plants, and in shipping repaired or replacement parts to the FDOT D3. The Vendor shall provide labor to perform warranty services at no charge to the DEPARTMENT during the warranty period.

The Vendor further warrants that during the warranty period, equipment furnished under this contract shall operate under normal use and services as a complete system, which shall perform in accordance with this specification.

VENDOR shall provide (24) hours per day, (7) days a week, (365) days per year technical support for problem reporting and resolution. Supplied equipment must be supported by the VENDOR for a period of one (1) year. The support shall include next business day delivery of replacement of each defective or RMA part. Support equipment, support and warranty costs shall be included in the VENDOR's bid.

Workmanship must be covered by a warranty of one (1) year. Warranty includes all parts and labor involved in repairing and/or replacing equipment from workmanship deficiencies. VENDOR agrees to have a technician on-site within 72 hours of a request for routine service if such a time frame is requested by the DEPARTMENT. VENDOR agrees to respond to any FDOT D3 request for service by telephone or email within four (4) hours of receipt of the service request. For non-routine service requests, VENDOR agrees to respond within timeframes in Table 1 below.

Table 1: Service Response Times

Severity	Description	Acknowledgment	On-site
Routine	Calibration, preset layouts, etc.	4 hours	72 hours
Moderate	Issues affecting 2 or fewer monitors at RTMC, issues at remote sites.	4 hours	48 hours

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Severity	Description	Acknowledgment	On-site
Critical	Issues affecting 3 or more monitors at the RTMC, issues affecting video display control, issues resulting in loss of source video connections, issues involving power, or determined to have a safety impact.	4 hours	24 hours

Parts required for the repair of the new video wall solution shall be repaired or replaced by the VENDOR. The VENDOR must schedule and conduct annual preventative checks and maintenance service (PCMS) activities to ensure the video wall servers, displays, software, and components remain in optimal working conditions. PCMS shall include manufacturer’s recommended PCMS, the security of grounding connections, and calibration for uniformity of color and brightness.

Each display monitors designated for the D3 RTMC must be rated as 24-hour displays and must have a five (5) year warranty. See Warranty and Support Term in Table 2 below.

Table 2: Hardware and Software Warranty, Workmanship Warranty and Maintenance Support Terms

Description	Warranty Term (year(s))	Workmanship Warranty and Maintenance Support Term (year(s))
Item 1: Video Wall Servers & Engines	5	1
Item 2: Remote Display Server(s)	5	1
Item 3: 75” LED-Lit LCD Display Monitors	5	1
Item 4: Video Wall Central Software	5	1
Item 5: UPS	5	1
Item 6: Video Wall Maintenance	N/A	1

1.12 Material and Workmanship

All equipment and component parts furnished shall be new and must meet or exceed the requirements stated herein and perform to manufacturer’s specifications.

All parts shall be of high-quality workmanship and utilize the most current technology available. No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. At the time of delivery and installation, the most current revision model of each type of equipment and/or firmware meeting or exceeding the requirements of this contract shall be provided, regardless of the model offered in the proposal.

1.13 Kick-Off Conference

A kick-off conference and organizational meeting shall be held at an FDOT D3 site to be determined. Required attendees shall be notified as to the date and time of the meeting. Minutes of the meeting shall be prepared and distributed by the VENDOR Project Manager. The winning Vendor shall present and discuss a final layout, integration plan and phased system installation with the FDOT D3, in Chipley, FL. If updates are warranted based on coordination with FDOT D3, then the Vendor shall schedule a follow up the meeting to occur

within one week following the project kick-off conference with updated final layout and integration plan. The goal of the workshop is for the Vendor and the FDOT D3 staff to exchange technical information, and coordinate activities to enable the Vendor to implement the final layout and integration plan efficiently and accurately.

1.14 Progress Reporting

The Vendor shall provide weekly progress reports on work schedules. The Vendor shall also provide progress reports against the approved project schedule as mentioned in the document below.

1.15 Submittals

1.15.1 General

This section specifies administrative and procedural requirements for submittals required for performance of the work, including:

- Installation final plan layout and integration plans layout, and Schedule
- Phased Installation and Integration Plan (Maintenance of Communication)
- Electrical calculations
- Acceptance Test Plan
- Product data sheets
- Special reports, as requested by the FDOT D3
- Performance Measurement and Acceptance Testing Reports
- Operator Training Material
- As-built documentation

1.15.2 Coordination

The Vendor shall coordinate the preparation and processing of submittals with design, performance of testing, and installation activities. The Vendor shall transmit each submittal sufficiently in advance of performance of related activities to avoid delay. The Vendor shall coordinate each submittal with design, manufacturer, delivery, testing, other submittals, and related activities that require sequential activity.

The Vendor shall coordinate transmittal of submittals, so that processing shall not be delayed by the need to coordinate the concurrent reviews.

The FDOT D3 reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

1.15.3 Processing

The Vendor shall allow sufficient review time so that installation shall not be delayed because of the time required to process submittals, including time for resubmittals.

The Vendor shall allow 10 business days for initial review. The Vendor shall allow additional

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time if processing is delayed, to permit coordination with subsequent submittals. The FDOT D3 shall promptly advise the Vendor when a submittal being processed is delayed for coordination.

If an intermediate submittal is necessary, the Vendor shall process the submittal the same as the initial submittal.

The Vendor shall allow 10 business days for reprocessing each submittal. Except for submittals for record, information, or similar purposes, where action and return are not required or requested, the DEPARTMENT shall review each submittal and return comments to the Vendor.

The Vendor shall comply with the FDOT D3 review comments.

No extension of contract time shall be authorized because of failure to transmit submittals to the FDOT D3 sufficiently in advance of the work to permit processing.

1.15.4 Submittal Transmittal

The Vendor shall package each submittal appropriately for transmittal and handling. The Vendor shall transmit each submittal to the FDOT D3 using a transmittal form. Submittals received from sources other than the Vendor shall be returned without action.

The Vendor shall record relevant information and requests for data on the transmittal. The Vendor shall record deviations from contract document requirements, including any variations and limitations on the transmittal or on a separate sheet. The Vendor shall include the Vendor's certification that information complies with contract document requirements. The Vendor shall print and distribute submittal copies to the FDOT D3 to comply with scheduled dates.

1.15.5 Drawings

The Vendor shall submit newly prepared information and, when required, drawn to accurate scale. The Vendor shall highlight, encircle, or otherwise indicate deviations from the contract documents.

Drawings include, but are not limited to, site plans, cabinet details, rack details, grounding plan, electrical one-line diagram, display mount details, wiring diagrams, installation drawings, installation notes, and similar drawings.

THE VENDOR SHALL SUBMIT ONE SET OF ELECTRONIC DRAWINGS FOR FDOT D3 REVIEW. ONE REVIEW/COMMENT SET SHALL BE RETURNED AFTER REVIEW.

The Vendor shall not use drawings without written approval from the DEPARTMENT Project Manager indicating action to be taken relating to installation work.

1.15.6 Final Layout and Integration Plan

The FDOT D3 has provided specific details of the display panels and functionality of the control system. The VENDOR shall provide video wall integration details for video wall display panel interconnection, video wall display connection with video wall server, video wall mounting details for a fully operational video wall system, and the ancillary devices/connections and

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phased system installation plan. For the FDOT D3 to equitably evaluate responsiveness of each bid package, the Vendor shall include a high-level video display system final layout and integration plan with bid documents. The system design submittal shall include proposed equipment, interconnection diagrams, system features and a descriptive concept of operations.

1.15.7 Product Data

The Vendor shall collect product data into a single submittal, including but not limited to shop drawings, cut sheets, manufacturer's installation instructions and performance specifications.

The Vendor shall mark each copy to show applicable choices and options. Where product data includes information on several products, some of which are not required, the Vendor shall mark copies to indicate the applicable information. The Vendor shall include the Vendor's certification that the product complies with contract document requirements.

The Vendor shall submit one electronic copy. One copy shall be returned to the Vendor marked with action taken and corrections or modifications if required.

The Vendor shall furnish copies of the final submittal to installers, Sub-Vendors, suppliers, manufacturers, and others required for performance of installation activities.

1.15.8 Phased System Installation Plan and Installation Schedule

The Vendor shall prepare a fully developed phased system installation plan and schedule for approval by the DEPARTMENT.

The phased system installation plan and schedule shall be followed to ensure at least 50% functionality of the existing video display is maintained during installation of, and transition to the new display system. Six (6) portable carts suitable for mounting of display panels are included in the procurement to assist in providing uninterrupted 50% display functionality.

1.15.9 Installation Design

The Vendor shall prepare a fully developed installation plans package that details the installation work to construct the new video display system. The installation plans package submittal shall include detailed equipment specifications, detailed wiring interconnections, detailed equipment installations, detailed cabinet/rack installations, and structural changes required for safe installation and operation.

The Vendor is responsible for reconfiguring equipment contained in each equipment cabinet/rack to maximize rack space efficiency, and to securely mount and ground each piece equipment to rack rails and rack shelves. Provide equipment to rack, rack rails and rack shelves required to accommodate new system components.

1.15.10 Special Reports

Except when otherwise indicated, the Vendor shall submit special reports directly to the FDOT D3 within one day of occurrence requiring special report, or when requested by the FDOT D3.

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The Vendor shall prepare and submit reports of significant accidents at the site and anywhere else work is in progress relating to the FDOT D3. The Vendor shall record and document data and actions and shall comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.15.11 As-Built Documentation

The Vendor shall provide photographic documentation of all work performed at the site clearly showing equipment removals and installation of new facilities, equipment, grounding, and hardware. The Vendor shall provide as-built drawings of each equipment rack configuration and the video display wall during throughout the phased system installation schedule.

The Vendor shall uninstall and remove decommissioned equipment items from the listed work sites and handle their relocation and disposal as required by the FDOT D3. Final disposition location is not yet determined and will be provided at Kick-off meeting. Final disposition location can be assumed to be within 1 mile of the RTMC. The Vendor shall complete and submit the FDOT Property Surplus and Disposal Documentation to the DEPARTMENT.

The Vendor shall provide the final parameter files, configuration files, and backup files for the system.

1.16 Project Closeout

The Vendor shall submit three (3) sets of hard copies and one soft copy of the close-out documentation. Each item listed below, except for the first item listed, shall be bound in individual heavy-duty, three-ring vinyl covered binders. The Vendor shall mark appropriate identification on the front and spine of each binder.

Each item shall be submitted in triplicate within fifteen days of Substantial Completion for the project:

- Application and Certification for Payment (Final). Three copies with original signatures and seals.
- Warrantees as required by the specifications, in the name of the FDOT.
- Required inspection certificates, and written guarantees
- Verification that the DEPARTMENTS's personnel have been trained in the use of their new equipment. Submit a sign-in sheet signed by personnel receiving the training.
- As-built documentation and maintenance and operation manuals.
- Final Project Photographs.
- Equipment Inventory List including manufacturer and serial numbers.
- Equipment surplus and disposal FDOT D3 documentation.
- Completed ITS Facility Management System Attribute Forms.
- Notarized affidavit of any Sub-Vendor payrolls, bills for materials/equipment and other indebtedness paid and satisfied.

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- Complete FDOT equipment surplus and disposal documentation.
- Return issued keys provided by the FDOT D3 for access to the site. Include affidavit that keys have not been duplicated.

2 PROJECT GOALS

The Florida Department of Transportation, DISTRICT THREE (FDOT D3) or DEPARTMENT is seeking to replace the existing video wall system within the Regional Transportation Management Center (RTMC) location and extend the video wall solution to its Headquarters Administration (HQ Admin) Building, District Emergency Operations Center (DEOC), and three (3) remote maintenance yard facilities

The District 3 Video Display System Replacement and Enhancement shall be purchased and implemented with the following goals:

- 1) Replace the existing, aging solution and its components, providing additional viewing space, and system enhancements.
- 2) Keep half of existing and newly replaced video wall operation at any given time
- 3) Provide increased capacity for multiple, concurrent incident management.
- 4) Establish new warranty coverage for this critical system which is approaching end of life cycle.

3 EXISTING SYSTEM DESCRIPTION

3.1 FDOT D3 Video Wall Display System

The FDOT D3 currently has an existing Jupiter video wall solution in place. Canvas is the existing software for providing streams for the wall. This system provides services for the RTMC video wall with extended, distributed video to the DEOC, and HQ Admin Building. The display server hardware is outdated and will need to be replaced or upgraded as part of the new video wall solution procurement. The existing system consists of the following:

- At the FDOT D3 RTMC:
 - Video Wall System: Jupiter Video Wall Controller, Jupiter Video Server(s), Video Decoders, and an open-source remote video stream viewer.
 - Video Wall: One (1) video wall assembly with thirty (30) 47" LCD flat panels in a 10 Horizontal x 3 Vertical array and three (3) 75" LCD flat panels adjacent.
- Remote Video Displays:
 - One (1) 47" LED display monitor, located in the reception area.
 - Four (4) Individual 47" LED display monitors, located in the nearby HQ building.
 - Eight (8) 2 x 4 (Height x Width) monitor array of 47" LED display monitors, located in the nearby DEOC.

4 REPLACEMENT VIDEO DISPLAY SYSTEM REQUIREMENTS

4.1 General Requirements

The new FDOT D3 video wall solution must replace the existing solution and its components, providing additional viewing space and system enhancements. The new video wall solution, inclusive of all displays, servers, monitors, software, cables, components, and ancillary equipment must be furnished, installed, configured, and tested by the VENDOR at the new and existing sites as described in this Scope of Services. Additionally, the VENDOR shall be responsible for providing necessary power circuits, receptacles, wiring, and cabling necessary to power the Video Wall systems and components including all monitors at each site location. The new solution shall be scalable and allow for the addition of an unlimited number of new remote concurrent logins as needed without the need to purchase any additional licenses (remote clients). The system shall support infinite scaling of a video display regardless of monitor size. The system shall support the configuration and recall of an unlimited number of preset screen layouts.

4.2 Locations

- **RTMC and Associated Sites**
 - Regional Transportation Management Center located at:
District 3 RTMC
Florida Department of Transportation - District 3
1074 Highway 90
Chipley, FL 32428-0607
 - District Emergency Operations Center located at:
District 3 EOC
Florida Department of Transportation - District 3
1074 Highway 90
Chipley, FL 32428-0607
 - District HQ Admin Building located at:
Florida Department of Transportation - District 3
1074 Highway 90
Chipley, FL 32428-0607

4.3 New Video Wall Solution Requirements

The new video wall solution, must accommodate for the following:

4.3.1 Video Wall Display System

VENDOR must determine the appropriate quantity of display servers and Encoding/Decoding servers needed to enable and support a fully functional Video Wall and the necessary Remote Video Displays as listed below. Additionally, the VENDOR shall be responsible for providing necessary power circuits, receptacles, wiring, and cabling necessary to power the Video Wall system and components including all monitors. Existing power circuits and receptacles may be re-used but the VENDOR shall provide power requirement calculations for the proposed system and provide additional circuits as needed to meet any increased requirements or National Electrical Code (NEC) and National Fire Protection Association (NFPA) standards. VENDOR

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shall coordinate with FDOT D3 Facilities Management via the FDOT D3 Project Manager for power needs for each location.

Any servers added must meet the specifications as described herein and support listed functionality as proscribed for included system components. Any servers proposed by the VENDOR must be stand-alone from the FDOT D3 existing virtual VMWare® environment. The VENDOR must furnish the appropriate resources, hardware, software, and licenses required. The proposed components must be included as part of the VENDOR's bid price. Additionally, any video wall related software to be installed must be furnished, installed, and configured by the VENDOR and must be included in the VENDOR's bid.

4.3.2 Video Wall Display

Video wall display assembly equipped as follows:

- RTMC Videowall: Sixteen (16) 75" LED-lit LCD Flat Panel displays configured in a 2 x 8 (Height x Width) monitor array.
- Includes Samsung™ QMR75R Direct View or similar LED-lit LCD Flat Panels, cables, & connectors to ensure a complete and operational system. Includes five (5) years manufacturer warranties and one (1) year of unlimited phone support. Supervised Installation and Professional Integration Services
- Includes documentation, CAD, supervised on-site installation and integration, coordination, testing, checkout, owner training, etc. performed on the Owner's premises.
- VENDOR to provide all fabrication, modification, assembly, and rack wiring, etc.
- Includes non-equipment or labor costs such as travel expenses. Includes shipping & insurance expenses.
- All displays must be rated as 24-hour monitors and shall not be required to be powered off to improve performance.

4.3.3 Video Wall Display Processor and Ancillaries

Upgrade latest version of Jupiter™ Catalyst XL or similar Video Processor System.

- "Jupiter™ Catalyst XL or similar - Includes processor, video wall management software, cables, & connectors to ensure a complete and operational system.
- Includes five (5) years manufacturer warranties, one (1) year on-site preventative maintenance, and one (1) year of unlimited phone support.
- Supervised Installation and Professional Integration Services - Includes documentation, CAD, supervised on-site installation and integration, coordination, testing, checkout, owner training, etc. performed on the FDOT D3's premises.
- VENDOR to provide all fabrication, modification, assembly, and rack wiring, etc.,
- Includes non-equipment or labor costs such as travel expenses. Includes shipping & insurance expenses."

4.3.4 Video Wall Control System: (Crestron® or similar)

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Includes control cables, & connectors to ensure a complete and operational system. Includes five (5) years manufacturer warranties, one (1) year on-site preventative maintenance, and one (1) year of unlimited phone support. Supervised Installation and Professional Integration Services - Includes documentation, CAD, supervised on-site installation and integration, coordination, testing, checkout, owner training, etc. performed on the Owner's premises. Contractor to provide all fabrication, modification, assembly, and rack wiring, etc., Includes non-equipment or labor costs such as travel expenses. Includes shipping & insurance expenses.

4.3.5 Audio System

Audio Systems - Includes audio cables, & connectors to ensure a complete and operational system to integrate with existing speaker system. Includes five (5) years manufacturer warranties, one (1) year on-site preventative maintenance, and one (1) year of unlimited phone support. Supervised Installation and Professional Integration Services. New system to interface with existing speaker system at the RTMC.

Includes documentation, CAD, supervised on-site installation and integration, coordination, testing, checkout, owner training, etc. performed on the Owner's premises. Contractor to provide all fabrication, modification, assembly, and rack wiring, etc., Includes non-equipment or labor costs such as travel expenses. Includes shipping & insurance expenses.

4.3.6 Video Distribution to Remote Video Walls

The remote sites, including DEOC, HQ Building shall be comprised of existing displays. VENDOR will be responsible for configuring and connecting the displays to the main display server and integrating them into the video display system. Final location details will be provided during the mandatory pre-bid meeting and site visit.

- The RTMC video displays throughout the site must be managed by one (1) video wall software solution with one (1) central management server solution to control the RTMC and remote sites equipment.
- The provided video display solution must be compatible with and integrated with the SunGuide® server.
- As part of the new video wall solution for the RTMC, the VENDOR utilizing the requirements in this document, must determine and propose the best solution to support the RTMC and remote site locations.

The FDOT D3 HQ Admin Building and the DEOC will require the following:

4.3.7 Remote Video Wall Systems

VENDOR must determine the appropriate quantity of display and Encoding/Decoding servers needed to enable and support all necessary Remote Video Walls as listed below. Servers must meet the specifications as described in this contract document. System Hardware Requirements.

- Any virtual servers proposed by the VENDOR must be stand-alone from FDOT D3's existing environment.
- The FDOT D3 has established network connections to the field video streams at the RTMC and each remote site (Demarc). If VENDOR alters the FDOT D3 network connections between the RTMC and any of remote site it shall be the responsibility of the VENDOR to provide any equipment required to extend any

network connections from the FDOT D3 network switch to the display units located within the respective buildings.

4.4 Video Wall Installation

- Except as specifically noted in the plans, scope of work, or 'B' Contract package, all materials and installation shall be per the latest FDOT Standards as of January 2021.
- VENDOR shall provide for the storage of new video wall equipment prior to installation.
- VENDOR shall remove, safeguard and deliver to a Department storage location as designated during the coordination meeting, all equipment from the existing video wall that is not going to be reused in this project.
- VENDOR shall install and mount video wall display monitors per the manufacturer's recommendations.
- VENDOR shall configure the new Video Wall software to communicate with all display units proposed on this project.
- All installation, configuration, and setup of proprietary software and/or hardware, as well as related work hereto, shall be conducted by qualified technicians thoroughly trained by the video wall system VENDOR in the installation and service of the provided software.
- VENDOR shall carefully follow the instructions in the documentation provided by the video wall system manufacturer to ensure that all steps have been taken to provide a safe, reliable, easy-to-operate system.
- Coordinate activities with FDOT D3 building maintenance staff.
- Surge protection for any provided displays at all sites.
- Replace existing HDMI video extenders as needed.
- No floor opening shall be left unattended at any time.
- VENDOR shall have at least one staff member per worksite complete and pass the SLERS background check. Coordinate with the FDOT D3 project manager for SLERS.
- The selected VENDOR shall have a proven track record with at least five (5) display wall installations over the past three (3) years. VENDOR shall have demonstrated successful completion of multiple systems equal to or greater in contract value and complexity and provide references of video wall owner.
- Equipment shall be tested and configured following instructions provided by the video wall system manufacturer before installation.
- The video wall system provider shall conduct a system acceptance test, verifying system performance in the intended environment and commission the system for use. Test plans shall be submitted to the Department for approval at least 45 days prior to scheduled test dates. Documentation of the system acceptance tests must be provided to the FDOT D3 Project Manager prior to acceptance of the project.

- Any cable runs, equipment or components required to establish network continuity of the video wall system to the FDOT D3 Local Area Network or its system shall be completed by the VENDOR.
- VENDOR shall coordinate with the FDOT D3 project manager for ports, Internet Protocol (IP) addresses, Virtual local area networks (VLAN), and other network configuration information.
- The D3 RTMC is a fully operational facility, therefore the VENDOR shall submit for approval, a phased installation management plan that provides for sustained operations of the RTMC. This shall include the ability for operators to maintain continuous operation and use of at least one half of the existing video display area during a phased installation.

4.5 System Health Status, Logging, and Reporting

- The system must provide extensive logging information to the system administrator indicating individual user logging activity and the user's actions within the system. Log files must support import/export into a spreadsheet or database program.
- The system shall provide the administrative tool for monitoring and reporting on the health and status of the visualization system components via e-mail notifications, Simple Network Management Protocol (SNMP) trap messages, and extensive logs.
- The system shall enable the implementation and administration of access and user rights policies for individuals, groups, and/or teams.
- The video wall management system software shall support a monitoring application that provides the system with the capability to independently monitor and report on the health of major system components.

4.6 System Hardware Requirements

- The system shall support embedded virtualization (VMWare® or similar) and shall be compatible with SunGuide® 7.2 or newer versions.
- The VENDOR shall provide a one (1) year parts & labor warranty starting at the date of final acceptance to the DEPARTMENT in accordance with contract documents.
- The video wall management system hardware shall be comprised of new, commercially available servers and workstations that are not approaching the end of life/service. Servers and workstations shall be specified, configured, and provided (where possible) by the VENDOR.
- Servers and workstations shall be configured for resilient 24/7/365 operation with redundant power supplies and Redundant Array of Independent Drives (RAID) 1 + Hot Spare, or better storage drive systems.
- Servers or workstations configured as video display processors shall utilize high-

performance graphics output cards to render the video image for distribution to display systems including H.264/H.265 stream down to 500k frame size.

- The video display processor hardware shall be capable of ingesting industry-standard video signals for display, including DisplayPort, Digital Visual Interface (DVI), High-Definition Multimedia Interface (HDMI), Video Graphics Array (VGA)/ Red Green Blue Horizontal sync Vertical sync (RGBHV), Component Video, and Composite Video.
- The video display processor hardware shall be capable of driving any commercially available display systems that utilize industry-standard video signal inputs, including DisplayPort, DVI, HDMI, VGA/RGBHV, Component Video, and Composite Video.
- The core system hardware and video display processor shall be capable of being configured for automatic failover in the event of primary system failure. Servers and workstations shall support the use of multi-port Network Interface Cards (NICs).

4.7 System Network Security Requirements

- The system shall utilize role-based security policies that are centrally defined and administered.
- The system shall be capable of setting strong and complex password criteria.
- User selectable maximum log in attempt limits is required.
- The video wall management system software shall be capable of integrating with Microsoft Active Directory using Active Directory Domain Services (ADDS) to authorized users to log in to the system using Windows authentication.
- The system must provide a method for managing a complex information ecosystem of content, users, locations, and displays.
- The video wall management system shall reside on a standard Ethernet-based local area network (LAN). System communications shall be Transmission Control Protocol (TCP)/IP standards based. Exceptions are limited to external devices under system control that is best communicated with via Recommended Standard (RS)-232, RS-422, or Infra-Red methods.
- Remote access modules shall be capable of residing outside of the LAN where Virtual Private Network (VPN) or other standardized network tunneling protocols are available.

4.8 RTMC Display Panel Requirements

- The Main Video wall display at the RTMC shall use 75 inch, LED-Lit LCD Flat Panels.
- Display Monitor's Image Quality – Display monitors within the RTMC shall be designed for a 365/24/7 control room. The monitors shall be narrow bezel displays.

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- Displays shall have a required lifecycle of 100,000 continuous hours runtime.
- Quality – Per Panel video wall resolution shall be 3840x2160p while any new remote displays shall be 4k.
- Brightness shall be 500 nit.
- Viewing angle 178/178.
- Contrast Ratio (typical) 4000:1.
- Response Time (typical) 8ms.
- Input
 - RGB: DVI-D, Display Port 1.2 (1)
 - VIDEO: HDMI 2.0 (2)
 - High-bandwidth Digital Content Protection (HDCP): HDCP2.2
 - AUDIO: Stereo Mini Jack, DVI, HDMI
 - Universal Serial Bus (USB): USB 2.0 x 2
- Output
 - RGB: HDMI 2.0 (Loop-out)
 - AUDIO: Stereo Mini Jack
- Energy Star Certified.
- External Control
 - RS232 (in/out) Thru Stereo
 - RJ45
- Power Consumption
 - Typical: 178 W/h
 - Max: 231 W/h
- Temperature Sensor
- Bezel Width
 - 11.5mm (U/L/R) 12,5mm (B)
- Operating Humidity
 - 10-80%
- Wi-Fi
- Storage
 - Video Decoder: MPEG-1/2/4, H.263, H.264/AVC, UHD H.264/AVC, VC-1, AVS+, HEVC, JPEG, PNG, VP8, VP9
- The video wall management system shall be capable of displaying any available system source on any common commercially available display utilizing common standard video signal types. Displays shall be defined within the system and available to any user authorized by the system to use them.
- Remote displays shall have the capability to be driven via a central processor at RTMC or TCP/IP communications via a local display processor.

4.9 Software Subscriptions

VENDOR shall provide necessary software and product licensing to ensure all equipment is fully functional for a term of five (5) years, including any operating system software. All

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software subscription and licensing costs shall be included in the bid. The license and license renewal shall be in the FDOT's name and flexible to allow for hardware changes and updates.

4.10 System Testing

VENDOR shall provide a written test plan for approval 45 days before conducting system tests. The system test shall demonstrate the full functionality of the video wall and associated items.

After system acceptance testing is completed, conduct a continuous 90 calendar day operational test. Include all control, monitoring, and communications functions of the Video Wall. This test shall demonstrate that the Video Wall is installed function properly over the 90-day test period. During the test period, limit cumulative downtime due to any mechanical, electrical, software, and/or other malfunctions to a maximum of one (1) total calendar day. If any part of the Video Wall System has been modified as a result of a system acceptance test failure, prepare a report describing the nature of the failure and the corrective action taken and submit it to the DEPARTMENT before re-testing. If a failure pattern develops, the DEPARTMENT may direct that a design and/or construction modification be made.

The DEPARTMENT has the option to require a restart of the operational test if a major system flaw or failure occurs. Restart tests at day zero for a new 90 consecutive calendar day test period as directed and approved by the Department, unless corrections are made within the maximum allowable outage times, major system flaw and failure requirements for video wall set by the 'B' contract. If the maximum allowable outage times have been met, then the operational test shutdown will be reclassified as an operational test suspension and the test will recommence at the point it was stopped upon approval by the DEPARTMENT. Provide the following when the total number of operational test shutdowns equals three for the same subsystem and/or ITS device:

- Remove and replace device with a new and unused unit as per the requirements of this 'B' contract.
- Perform again all applicable tests, as stated in the 'B' contract.
- Upon written approval from the Department's representative, restart the operational test for a new 30 consecutive calendar day period.

4.11 Support and Warranty

VENDOR shall provide (24) hours per day, (7) days a week, (365) days per year technical support for problem reporting and resolution. All equipment must be supported by the VENDOR for a period of one (1) year. The support shall include next business day delivery of replacements parts for any defective or RMA parts. Support and Warranty costs shall be included in the VENDOR's bid.

VENDOR agrees to have a technician on-site within 72 hours of a request for routine service if such a time frame is requested by the DEPARTMENT. VENDOR agrees to respond to DEPARTMENT's request for service by telephone or email within four (4) hours of receipt of the service request. For non-routine service requests, VENDOR agrees to respond within timeframes in Table 1 above. All parts required for the repair of the new video wall solution shall be repaired or replaced by the VENDOR.

Each display monitor designated for the D3 RTMC must be rated as 24-hour displays and must have a five (5) year warranty. See Warranty and Support Term in Table 2 above.

Workmanship must be covered by a warranty of one (1) year. Warranty includes all parts and labor involved in repairing or replacing equipment from workmanship deficiencies.

Service

VENDOR must schedule and conduct annual preventative checks and maintenance service (PCMS) activities for a period of one (1) year from date of acceptance to ensure the video wall servers, displays, software, and components remain in optimal working conditions. PCMS shall include, manufacturer's recommended PCMS, the security of all grounding connections, calibration for uniformity of color, and brightness.

4.12 General System Requirements

VENDOR shall provide any equipment and components necessary to establish a fully functional video wall display system.

- The video wall system software shall consist of the following core components:
 - Control/Management
 - Video Display Processor
 - Graphical User Interface
 - Computer Desktop Transport and Remote Control
 - System Monitoring Service
- The video wall system software shall support the following, but not limited to:
 - IP Streaming Video Decoding Application
 - Mobile Device Interface Application
 - Desktop to Desktop Screen Share Application
 - Shared Content Set Application (content shared from a server or other device)
 - System Interface Service (Central Management Client Application)
- Must be capable of displaying video tours of each CCTV camera configured with the video wall software.
- Must support infinite scaling.
- Must support preset layouts.
- The video wall management system software shall support the virtualization of the management server and remote desktop transport software. The system shall consist of at least one management server and one failover management server. The servers can exist as separate virtual instances on separate hosts.
- The system shall be able to link geographically diverse sites, distributed sources, displays, and users without extensive location-specific system technology for simultaneous site-to-site and display-to-display functionality.
- The system shall provide mirroring and remote monitoring to enable:
 - users in geographically diverse sites to view the same displayed content (information sharing) and dynamically modify information displayed
 - seamless content display on matching or non-matching pixel space on large or small display space
 - complete hardware redundancy and system back up
- The system shall support Soft KVM for multi-screen desktop displays, allowing

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- multiple sources Operating System display and control.
- The system shall have the ability to use the central management software to name/label each video wall source to give reference to the name of each wall.
- The video wall system solution shall be of the manufacturer's official product line and designed for commercial/industrial use in 24/7/365 environments.
- The video wall system solution shall be comprised of a suite of video wall system management software modules running on a commercially available-off-the-shelf computer hardware platform and utilize standard protocols for network communication.
- The technology and software components shall currently exist in their entirety and are functional and operational as an implemented solution.
- VENDOR shall be the provider of the video wall management software, and the party responsible for the furnishing, installation, configuration, and self-testing of the video wall management software.
- The video wall management system shall be a fully distributed solution, designed for multi-site and multiple server installations requiring 24/7 operation with support for devices from different VENDORS. The video wall management system software shall offer centralized management of video wall system devices, servers, and users.
- The video wall management system shall provide a setup and configuration system interface application for administrative functions not directly exposed to system users.
- The system interface application shall provide full administrative control over system configuration parameters for authorized users.
- The system interface application shall require additional login credentials independent of system user credentials.

4.12.1 Software

The video wall management system shall support and be capable of displaying multiple types of video signal formats: MPEG2, MPEG4, 4K, and H.264, (forward compatible with H.265 industry-standard), IP based streaming video formats, remote desktops, video graphics, web pages, graphics files, video files, and applications for simultaneous viewing on any system display.

- The video wall management system shall allow the definition of an unlimited number of sources. Sources shall be defined within the system and available to any authorized user.
- The video wall management system shall already be supported by SunGuide® 7.2 and newer versions.
- The VENDOR shall provide the video wall management system API to the department.
- The video wall management system software shall allow an unlimited number of users and groups to be defined and an unlimited number of displays to be connected to each system across multiple sites if required.

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- The video wall management system shall support Microsoft Active Directory.
- The video wall management system software shall be from the original equipment manufacturer and must not be delivered under a secondary video wall management system branding.
- The video wall management system software shall be designed in a manner to allow discrete system software modules to communicate from any location within a local area network.
- The video wall management system software shall support 64 Bit Microsoft Windows Server 2019 R2 Server 2012/Microsoft Windows 7/Windows 10 or latest with the latest patches and service packs installed. The system must use the Microsoft .NET Framework.
- The video wall management system software shall be built around a core management service that provides primary administrative control over each system function(s) and resource(s). The management service shall handle client login, system configuration, asset database, and logging.
- The video wall management system software shall contain one or more video display processors that generate visual information for each system displays under the control of the management service.
- The system software shall support both hardware-based and virtual machine environments.
- The video wall management system software shall include an application that provides computer desktop transport and control over the network.
- The application shall have the capability to capture and transport computer desktops in completely lossless mode or as an encoded IP stream.
- The video wall management system software shall support the option for an IP streaming video decoding that provides the system with the capability to view multiple IP video streams from multiple IP camera/streaming video encoder VENDORS in all industry-standard formats and resolutions.
- The video wall management system software shall support the option for a mobile device application that provides the system capability to capture and display photos and live video streams from a mobile device (mobile phone or similarly connected tablet/iPad device).
- The video wall management system software shall support the option for a desktop application that provides the capability to share a local desktop or application window with multiple (Three (3)) users.
- The video wall management system software shall support the option for a desktop application that provides the capability to create a set of networked content and share this set with multiple users as a discrete object.
- The video wall management system software shall support an optional software module that provides highly customizable system actions in response to third-party application real-time events.
- The video wall management system software shall provide a management client from which an administrator can configure and manage all servers, system

resources, and users.

- The video wall management system software shall allow the management application to be installed on dual servers configured as a Windows Cluster ensuring that the secondary server in the cluster automatically takes over in case of primary server failure.
- The video wall management system software shall allow the display processor software to be installed on dual servers in a failover configuration ensuring that the secondary processor server automatically takes over in case the first server fails.
- The video wall management system software architecture shall be modular in design and scalable in function.
- The system software modules shall be capable of residing on different host machines and communicating via encrypted TCP/IP transmissions within the LAN.
- The video wall management system software shall support the option for an application programming interface (API) that provides the capability for third-party control systems and applications to send commands to the system via standard TCP/IP or RS-232 protocol.

4.12.2 User Interface

- The video wall management system software shall contain one or more graphical user interface (GUI) modules that provide the user with an intuitive interface to control and manage any and all content to be displayed on a single and on multiple video display processors in real time. The software-based GUI must be capable of managing all available system operational functions.
- The video wall management system GUI shall be accessible only via successful user authentication and login. The system shall have the capability to alternatively use Windows Authentication credentials for system login providing single sign-on capability in Active Directory environments.
- The video wall management system GUI shall provide an intuitive means for dynamically arranging content on any of the system displays. It shall provide a graphical representation of all system displays and indicate all content available and currently displayed in the system.
- The video wall management system GUI shall display all defined system resources authorized for access by the current user profile. System resources shall be viewable as a list, resource tree, or searchable by typing the designation of the desired resource.
- The video wall management system GUI shall allow multiple users to log in and control the system concurrently; each following their user rights.
- The video wall management system GUI shall provide real-time system logs to inform the user of system status.
- The video wall management system GUI shall provide annotation capability for whiteboard-like drawing over system images. The application shall have the

capability to store and recall annotations.

- The video wall management system GUI shall provide the capability to create, store, and recall multiple scripted actions. These scripts shall be assignable to user-defined push button-like graphical controls, allowing the scripts to execute upon clicking.
- The video wall management system GUI shall provide the following content management functions:
 - A list of all resources available to the system.
 - The capability to search system resources by typing the name of the resource.
 - The capability to see and manipulate a graphical representation of the video wall and/or displays along with the current content being displayed in real-time.
 - The capability to store and recall image locations on the video wall display independently of actual content. New content added to the video wall is immediately aligned to content template boundaries.
 - The capability to store and recall content along with their relative positions on the video wall.
 - The capability to remove unwanted peripheral content from displayed content.
 - The capability to magnify areas of a displayed source on the video wall.
 - The capability to re-size content as it appears on the video wall; either preserving or modifying the original aspect ratio of the source.
 - The capability to force displayed content to align with the boundaries of a display.
 - The capability to define default size and aspect ratio settings for a source.
 - The capability to automatically call up predetermined content on the video wall by time-driven schedule.
 - The capability to create multiple alternate versions of displayed video wall content and toggle rapidly between them.
 - The capability to select audio source and control volume for all audio-capable sources and each audio zone(s) defined within a system.

4.13 Remote Display Server / Desktop Application

- The video wall system must be capable of integrating with existing workstation/personal computer (PC) (workstations) as a remote display server and must be capable of utilizing remote display servers for remote site installations to render video locally for each remote site location.
- Must be capable of using a remote display server to connect to a display monitor
- The video wall system shall include a lightweight application to be installed on host machines intending to be used as sources for the system.
- The application shall provide lossless transport of the host system's desktop

Image via TCP/IP protocol.

- The application shall provide encoded streaming transport of the host system's desktop image via TCP/IP protocol.
- The application shall communicate with the core system via a FIPS compliant, AES 256-bit encrypted transport mechanism.
- The application shall provide the capability to transport desktops from hosts with multi-headed displays.
- The application shall provide the capability to reduce the active area of the desktop being transported to a smaller, user-defined area.
- The application shall provide the capability for remote Keyboard and Mouse (KM) control of the host machine.
- The application shall provide the capability for the transport of the host machine audio output.
- The application shall provide a means to control the rate at which desktop images are transmitted in order to meet network bandwidth limitations.
- The application shall have the capability to provide notification to the host machine user when desktop transport is active and connected to the core system.
- The application shall allow the host machine operator (if authorized) to set control parameters for communication with the core system, disabling KM or desktop transport when desired.

4.14 Supporting Products and Services

The following, related products and services are required deliverables. Some are furnish-only for future use by the Department while others include installation and integration services. Price for each of these line items is inclusive of all ancillary parts, accessories, special tools etc. for a complete, functional device or system.

4.14.1 Portable Video Display Carts

- Provide six (6) portable (wheeled) carts suitable for mounting display panels size 47 inches to 75 inches.
 - Two (2) carts shall be equipped with 75" Samsung™ QMR75R Direct View or similar LED-lit LCD Flat Panels, four (4) will not include display panels but shall have other support components to support the quick installation and use of a temporary display panel.
 - Include all cables, connectors and equipment to ensure a complete and operational system via wired (Cat 6) or wireless operation.
 - Includes five (5) years manufacturer warranties and one (1) year of unlimited phone support. Supervised Installation and Professional Integration Services
 - Includes documentation, CAD, supervised on-site installation and integration, coordination, testing, checkout, owner training, etc. performed on the Owner's premises.

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- VENDOR to provide all fabrication, modification, assembly, and rack wiring, etc.
- Includes non-equipment or labor costs such as travel expenses. Includes shipping & insurance expenses.
- Each display must be rated as 24-hour monitors and shall not be required to be powered off to improve performance.
- Cart shall come equipped with a UPS capable of supporting display operations for sixty (60) minutes at full load.
- Portable display cart video shall be capable of control via Crestron® Pro Controller (or similar) as well as via an open source viewer client such as VLC.
- Example cart detail sheet is attached for suggested configuration, but VENDOR may propose similar with same functionality.

4.14.2 Rack mounted UPS for server room

- 80Kv rack mounted Uninterruptible Power Supply (UPS) with management software. Furnish and Install – 1 EA.
- **Materials:**
 - General: UPS equipment shall be permanently marked with the manufacturer's name or trademark, model/part number and serial number or date of manufacture.
 - UPS: Use a line interactive or online/double- conversion UPS. UPS assemblies must be designed for installation in a floor mounted rack enclosure in the RTMC. UPS shall provide battery backup functionality for video wall, video wall console monitors and computers, all video wall back end and supporting equipment and devices. UPS assemblies shall include batteries provided by the UPS manufacturer and/or in accordance with manufacturer's requirements. UPS rack enclosure must include shelves and rack rails to house UPS system components including the UPS, up to sixteen (16) batteries, harnesses, surge protective device, and power terminal block.
 - Loss of utility power, transfer from utility power to battery power, and transfer back to utility power must not interfere with normal operation of connected equipment. In the event of UPS failure or battery depletion, connected equipment must be energized automatically upon restoration of utility power.
 - The UPS must operate in hot standby mode with power transfer being accomplished in 40 milliseconds or less.
 - Removal and replacement of the UPS must not disrupt the operation of the equipment being protected.
 - Any harnesses necessary to connect and operate the system must be included. Each connector must be keyed to prevent improper connection.
- **Configuration and Management:**
 - Provide a UPS that supports local and remote configuration and

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- management, including access to all user-programmable features as well as alarm monitoring, event logging, and diagnostic utilities.
- Configuration and management functions must be password protected.
- Alarm function monitoring must include the following: loss of utility power, inverter failure, low battery, and temperature out of range. The UPS must include an event log that indicates the date and time of the following events: AC high, AC low, AC frequency error, AC fail/blackout, and over temperature. The UPS event log must be able to store 60 events.
- The UPS must include a 10-inch front panel display and controls that allows programming of configurable parameters, features, and functions without the need for another input device. The UPS must have visual indications for Power-On, Mode of Operation (utility power or inverter), Battery Status, Alarm Status, Load Levels, and AC Output Voltage.
- The UPS must include a maintenance bypass switch to allow the transfer of critical loads from UPS to utility power.
- UPS remote management software shall be included.
- **Communication Interfaces:**
 - Provide an Ethernet port (RJ45) for local control using a laptop PC and remote control via a network connection. UPS shall have intelligent slot for optional cards (Web/SNMP, Relay, Modbus).
 - Batteries: Use only batteries or other technologies recommended by the manufacturer. Batteries must be sealed and require no maintenance, cause no corrosion, and be capable of maintaining 80 percent of original capacity and performance for five (5) years.
 - The UPS must be supplied with a wiring harness for battery connections. Battery terminals must include a protective covering to prevent accidental spark or shorting.
 - The UPS must include battery management functions that includes active or equalized balancing; monitoring of temperature, voltage, and amperage of charge and discharge; and temperature compensated automatic charging to maximize the life of the batteries.
- **Electrical:**
 - UPS assemblies used to provide backup power in the RTMC shall provide 80kVA (72kW) (at 120 VAC).
 - Input UPS nominal voltage/frequency range shall be 208/120V, 50/60Hz auto-sensing. Voltage /frequency range shall be 121–253VAC (L-L), 40–70Hz.
 - Output voltage of 208/120VAC is required. Output frequency range of 50/60Hz plus or minus 0.5Hz.
 - Overload capacity shall be 105%-110% for 60 min.; 110%-125% for 10 min.; 126%-150% for 1 min.; >150% for 200 ms.
 - Efficiency shall be up to 94 percent online mode or 98 percent ECO mode.
 - The UPS must be listed to the requirements of UL-1778 (TUV), cUL

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- (TUV), FCC A, RoHS, TAA.
- Double-conversion UPS must be capable of simultaneously producing fully regenerated and regulated, conditioned, True Sine Wave power and hot standby AC output, and have an operating efficiency of 90 percent.
- **Mechanical:**
 - All parts must be made of corrosion-resistant materials such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal.
- **Environmental:**
 - UPS shall have an operating temperature range of 0°-40°C (32°-104°F). UPS shall be able to operate at altitude up to 5,200 ft above sea level. Audible noise shall be <69dBA at one (1) meter.
- **Installation:**
 - Install UPS assemblies in accordance with the manufacturer's recommendations. Include UPS operation and maintenance manuals both hard copy and electronic.
- **Testing:**
 - Provide a field acceptance test plan to the Engineer for approval at least 14 days prior to commencement of testing. After approval of the acceptance test plan, perform testing of the installed UPS equipment. Furnish all equipment, software, and supplies necessary for conducting the test.
- **Training:**
 - Provide appropriate training on the operation and maintenance of UPS and all related equipment to FDOT D3 staff. Training session shall be two (2) hours in duration. All training materials shall be submitted for approval prior to scheduling the training.
- **Warranty:**
 - Ensure the UPS includes a manufacturer's warranty covering defects for five (5) years (five (5) years for the external batteries) from the date of final acceptance in accordance with FDOT Standards. The warranty must include provisions for providing a replacement UPS within 10 calendar days of notification for any UPS found to be defective during the warranty period at no cost to the Department.
- **Method of Measurement:**
 - The Contract unit price for the UPS, will include furnishing, placement, and testing of all equipment and materials as specified in the Contract Documents, and all tools, labor, operational software packages and firmware, supplies, support, documentation (including the system and operational acceptance test plan), and incidentals necessary for a complete and accepted installation, integration and testing.

4.14.2 RTMC Operator Console

- Operator Console to match existing. Coordinate location and installation details

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with TMC Manager post award. Furnish and install – 1 LS comprised of below.

- 24" Desktop Module (full or reduced depth) – 4 EA.
- Worksurface and exterior panels covered with high-pressure plastic laminate.
- Front and rear access doors mounted on hanging clips or hinges.
 - Sliding Equipment Tray – 4 EA.
 - For easy loading and maintenance of CPU / KVM / Thin Client with accessories.
- Cable Grommet – 4 EA.
- Ventilation Fan with Louver Cut-out – 2 EA.
- Slat Wall per Linear Foot (below 21" tall) - 9 EA.
- Pop- Up Grommet (1 RJ45 & 1 Power Receptacle) – 1 EA.
- Power Bar - 6 receptacle, 125VAC 15AMP, heavy-duty 6' cord & molded plug end – 2 EA.
- Cable Tray 2" x 2" Plastic Panduit (per bay) – 4 EA.
- Mobile Storage Pedestal – 1 EA.
- Adjustable Worksurface Kit - Electro-mechanical (per pair) – 3 EA.
- Vertical Cable Management – 3 EA.
- **General:**
 - RTMC Operator Console shall be of the same type and materials as the existing Operator Consoles. The existing consoles are Tresco® 3600 series.
- **Operator Console:**
 - The operator Console will be used to provide workspace for two (2) RTMC operators and their related computer and communications equipment. The Operator Console shall match the existing operator consoles in color, materials, and aesthetics.
 - A flexible console system that enables equipment modules to be assembled or repositioned using standard hand tools.
 - The console shall be comprised of a structural, internal computer numerically controlled (CNC) created steel frame to form an open architecture within the console, and to support equipment, as well as exterior panels and worksurface materials.
- **Dimensions:**
 - The dimensions of the standard unit will be-
 - Height of worksurface: 29.5 inches (749mm)
 - Knee space under worksurface: 19 inches (483mm)
 - Overall depth: 43.75 inches (1097mm) Includes console levelers that provide up to 1.75-inch adjustment to accommodate uneven floor conditions.
- **Materials:**
 - The frame of the console shall be constructed with steel frame and will

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D3 RTMC Video Display System Replacement & Enhancement

- include vertical steel frame members connected at regular intervals by horizontal steel “stringers” that span the perimeter of the frame structure.
- Vertical steel frame members shall be CNC punched and formed 12 gauge cold rolled steel. The frame shall be welded one-piece frame design to accommodate cable routing and structural mounting of the cantilevers. Frames shall be finished with an electrostatic powder coating.
- Horizontal rails shall be CNC punched and formed 12-gauge cold rolled steel, finished with and electrostatic powder coating.
- Vertical steel frames and horizontal members will form a rigid structural frame that can be assembled
- with standard mechanical fasteners that facilitate rapid knockdown for shipping, field reassembly and future reconfiguration.
- Worksurfaces are to be designed to provide the fewest seams possible, complete with tight joint fasteners to provide flush, tight worksurface joints. High-pressure plastic laminate on a 1” (25.4mm) composite wood core.
- The worksurface shall supported by a CNC punched and formed 10- and 12-gauge steel cantilevered system with attachment to the rear of the frame. The worksurface shall be designed to withstand a static load of 200 pounds (90.91 kg) per square foot.
- Hardware used to fasten the exterior panels shall be concealed and easily accessible from within the console for maintenance.
- Panels shall be constructed with high pressure laminate finishes over a 11/16-inch-thick composite wood core.
- Exterior panels shall be fastened to the frame structure with hanging clips or quick release hinges for easy removal without the use of tools.
- Finish materials and colors shall match the existing consoles at the RTMC.
- Standard equipment is mountable on sliding lower trays. Equipment trays are to be fabricated with perforated metal to facilitate airflow to equipment and to support equipment loads. Equipment trays are to be mounted on extra-duty steel-bearing full extension slides up to 90 lbs. (40.91kg).
- Access to equipment shall be unobstructed from both the front and rear of the console through panels
- mounted with quick release hinges, hanging panel clips, mechanically lifting integrated top panels or lift off panels
- **Electrical:**
 - Console frame design shall allow for unobstructed internal cable routing.
 - Each electrical component is UL and/or CSA approved.
- **Quality Control:**
 - Consoles are to be constructed according to a documented quality assurance program that is certified as compliant to the ISO 9001:2015 standard, certified by The Registrar Company (TRC).

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- **Installation:**
 - Install Operator Console accordance with the manufacturer's recommendations. Operator Console shall be installed by staff trained and certified by the console manufacturer.
- **Warranty:**
 - Provide a lifetime warranty on all structural frame components, exterior panels, work surfaces and associated components. Lifetime warranty on all adjustable, sliding, or hinged mechanisms. Five (5) years warranty on all electrical components. Five (5) years warranty shall include labor for replacement or repair of items under warranty.
- **Method of Measurement:**
 - The Contract unit price for the Operator Console will include furnishing, placement, installation and testing of all equipment and materials as specified in the Contract documents and all tools, labor supplies and support documentation and incidentals necessary for a complete and accepted installation.

4.14.3 Attachments

- Attachment 1 - Existing Console Layout – with 3 options for new console
 - Existing RTMC control room layout showing existing and proposed display panel configuration.
- Attachment 2 – Concept System Diagram - video wall and remote displays
- Attachment 3 – Example Portable Display Cart
- Attachment 4 – Existing and Proposed Video Wall Layout
- Attachment 5 - D3 RTMC As-built Plans

2'-6"

2'-6"

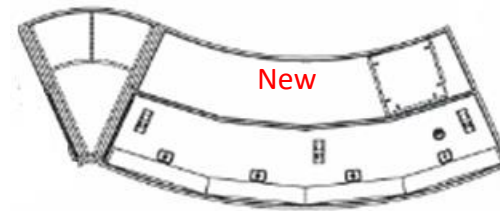
2'-6"

2'-6"

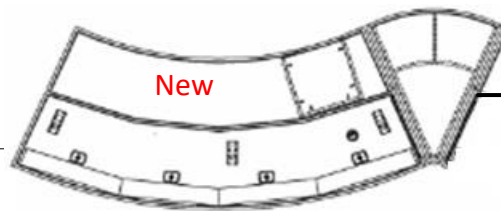
Potential Locations for New Operator Console. Final Location to be Approved in Coordination with RTMC Mgr. Post-Award

ATTACHMENT 1 - EXISTING CONSOLE LAYOUT - with 3 options for new console

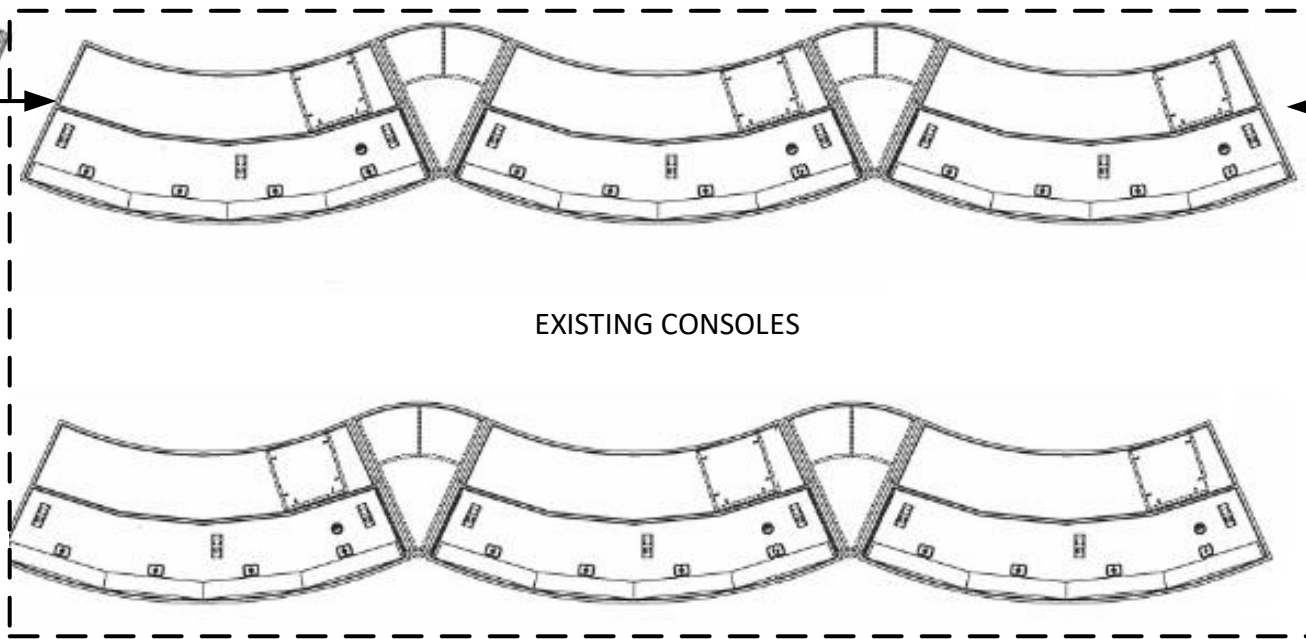
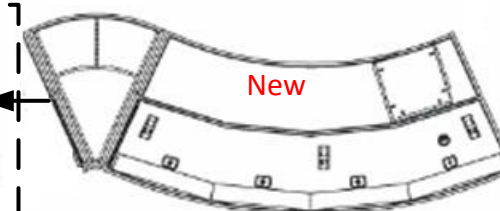
Placement Option 3



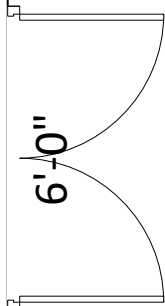
Placement Option 1



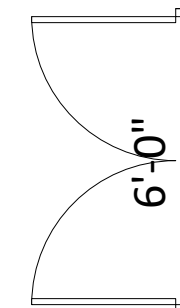
Placement Option 2



EXISTING CONSOLES



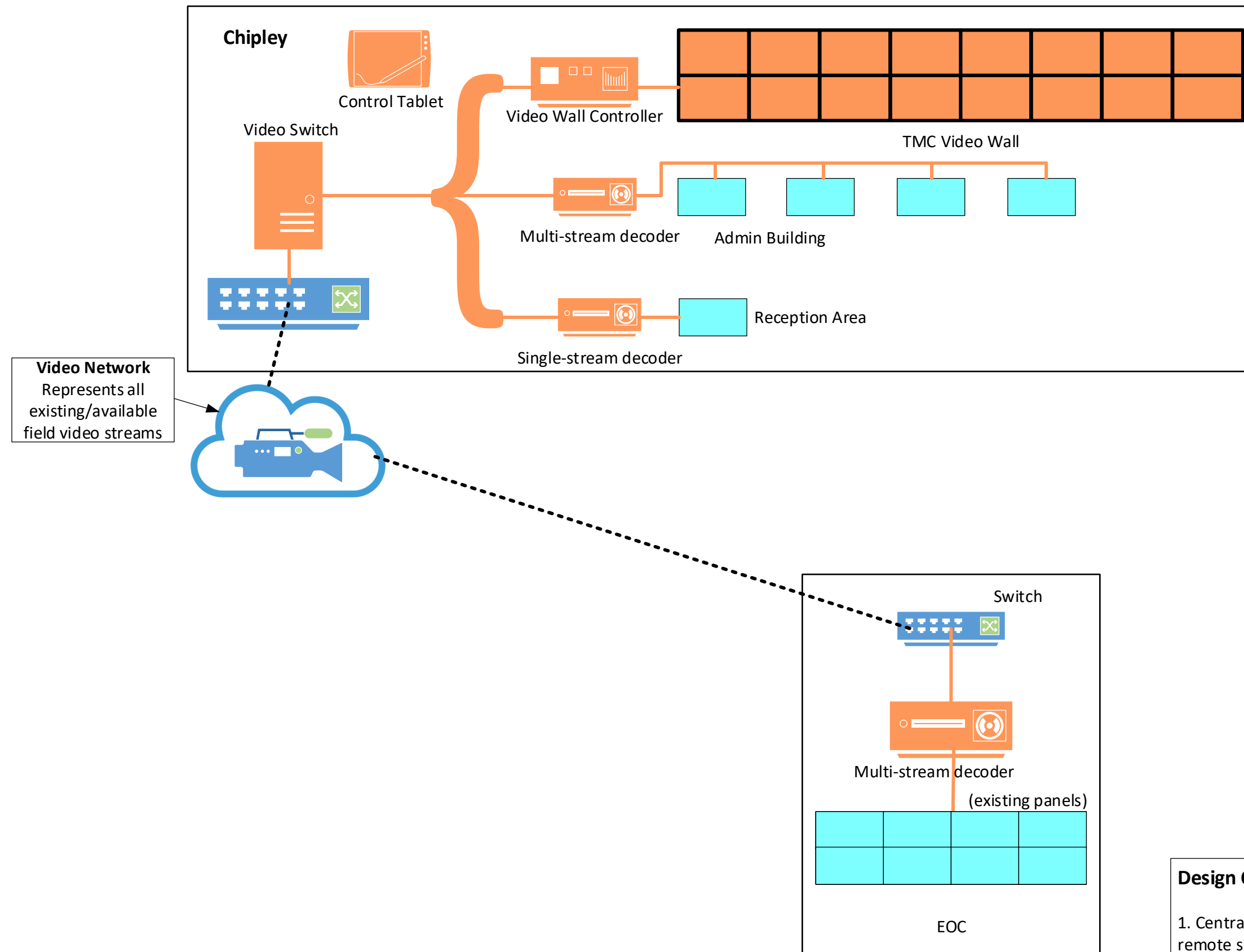
6'-0"



6'-0"

VIDEO WALL DISPLAY

ATTACHMENT 2 - CONCEPT SYSTEM DIAGRAM - video wall and remote displays



Video Network
Represents all existing/available field video streams

- - - - Existing FDOT Fiber Network
 ——— Connection by Vendor
 [Orange Box] New Video Display by Vendor
 [Cyan Box] Existing Video Display
 [Orange Box with icons] Vendor Provided Video Display System Components

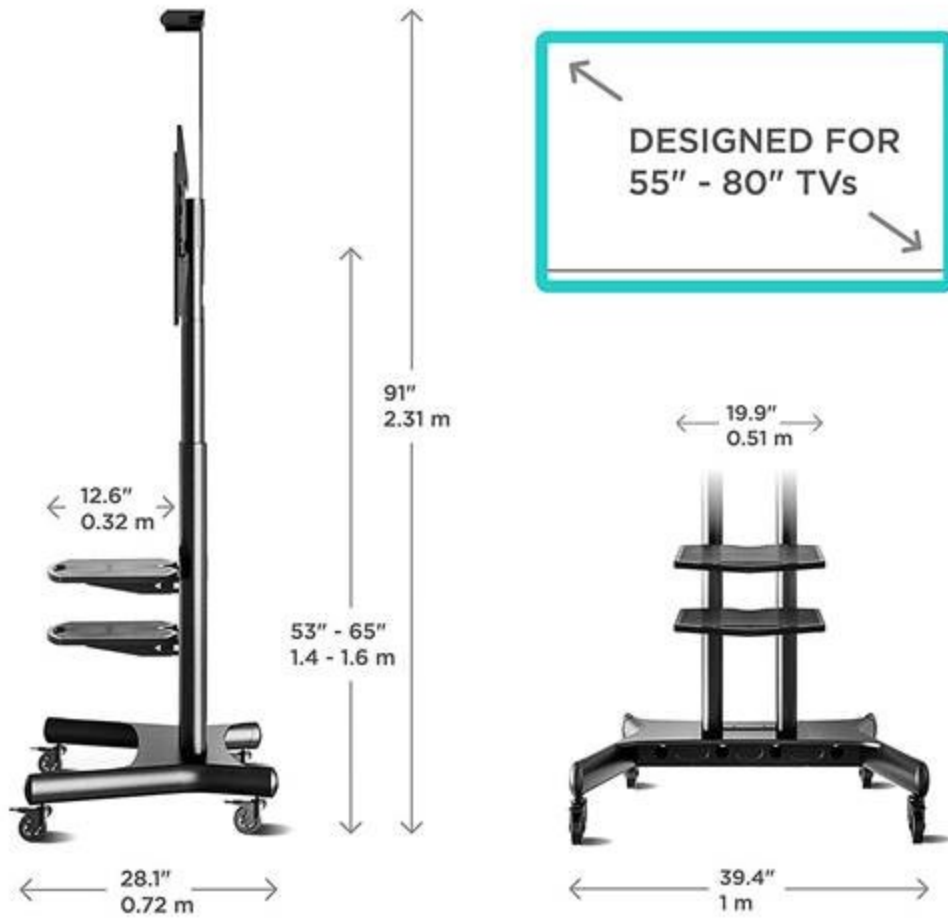
Legend

Design Considerations

1. Centralized Management at TMC can control all remote sites as well to provide common lay-outs.
2. Master control software and local clients are licensed for unlimited users.

D3 Video Display System – Upgrade Concept Diagram

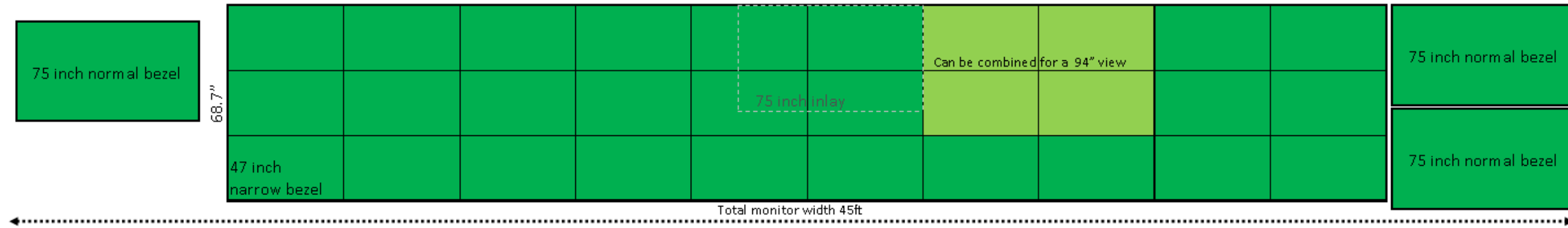
ATTACHMENT 3 - EXAMPLE
PORTABLE DISPLAY CART



ATTACHMENT 4 - EXISTING AND PROPOSED VIDEO WALL LAYOUT

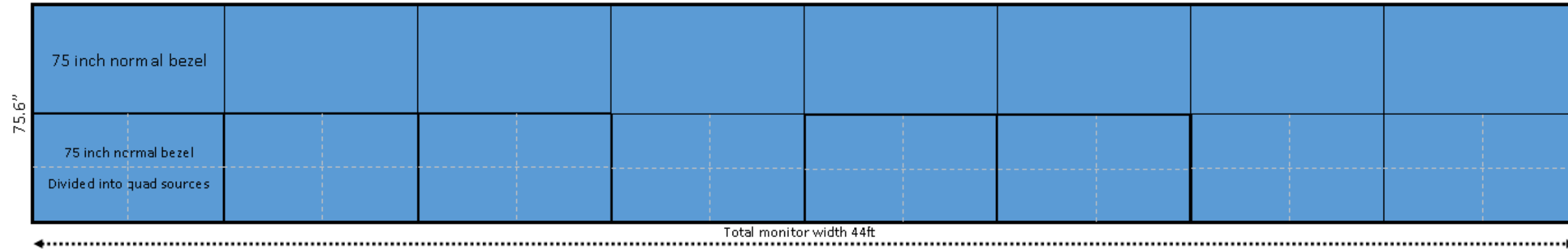
Current Wall Layout

30 - 47in narrow bezel monitors / 3 - 75 in monitors



Proposed Wall Layout

16 (2x8) 75" Monitors



Attachment 5 – D3 RTMC As-Built Plans

**(Documents to be emailed to individual shown on the Invitation to Bid
Registration Form)**

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$_____. The VENDOR may be paid a portion of the lump sum amount as a progress payment based on the percentage of the total lump sum work that has been completed and accepted by the Department during the billing period.

The VENDOR will be paid the following percentages of the total lump sum amount upon completion of described tasks:

- 15% of the lump sum amount paid upon delivery of completed systems layout and integration plan – 2 months
- 30% of the lump sum amount paid upon delivery of required hardware components - 3 months
- 10% of the lump sum amount paid upon delivery and installation of required software - 1 month
- 25% of the lump sum amount paid upon successful installation, integration, and successful completion of system acceptance testing - 3 months
- 5% of the lump sum amount paid upon completion of training - 1 month in conjunction with the delivery of documents and licenses
- 5% of the lump sum amount paid upon successful delivery of complete the as-built documents, warranty documents, and software licenses - 1 month in conjunction with the training
- 10% of the lump sum amount paid upon final acceptance of the video wall system for one (1) year of workmanship warranty and maintenance support services - 12 months

3.0 PROGRESS PAYMENTS:

The Vendor shall submit an invoice (3 copies) upon completion of each task in a format acceptable to the Department. Payment shall be made to the Vendor for the satisfactory completion of each task as approved by the Department.

Invoices shall be submitted to: Florida Department of Transportation
Amy M. DiRusso, P.E.
TSM&O Program Engineer
Florida Department of Transportation - District 3
1074 Highway 90
Chipley, FL 32428-0607
V: 850-330-1241 M: 850-326-8956
Amy.DiRusso@dot.state.fl.us

The Vendor shall submit invoices (3 copies) in a format acceptable to the Department. Payment shall be made to the Vendor for a portion of the Lump Sum Amount equal to the percentage of work

completed on each task, as approved by the Department.

The Vendor has certified that ____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

4.0 TANGIBLE PERSONAL PROPERTY:

This contract includes the purchase of Tangible Personal Property as defined in Chapter 273, F.S., and is acquired in accordance with Rule 60A-1.017, Florida Administrative Code. The specific property(ies) and line-item cost(s) is(are) detailed **in Exhibit "A"** and will be subsequently transferred to and controlled by the Department upon completion of services or end of the contract, whichever occurs first. Upon receipt of property, the Vendor shall forward to the Department a copy of the purchase invoice/property description/serial number and date of receipt. The Department will forward inventory control label(s) to be affixed to all property. The Vendor will accommodate physical inventories required by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-ITB-21-3011-WE
DMS Catalog Class No.: _____

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

1. SERVICES AND PERFORMANCE

- A. In connection with D3 RTMC VIDEO WALL DISPLAY REPLACEMENT, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Operations

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or 22 months, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence upon Agreement execution and shall be completed by _____ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. 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 will 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. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted on the Department's Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, F.S and the most current version of the Disbursement Handbook for Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850)413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making

of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 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 Agreement in the amount of \$_____.

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

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

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

- E. **CERTIFICATION.**

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall

provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

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

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

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

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

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation

District 3 - Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:
 - The following provision is not applicable to this Agreement:
 - The following provision is hereby incorporated in and made a part of this Agreement:
 - It is expressly understood and agreed that any articles that are the subject of, or required to carry

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

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, 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 Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- E This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal 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 the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and
 - 3. shall adhere to requirements in section 448.095, Florida Statutes.
- K Time is of the essence as to each and every obligation under this Agreement.
- L The following attachments are incorporated and made a part of this agreement:
 - Exhibit "A", Technical Specifications
 - Exhibit "B", Method of Compensation
 - Bid Sheet
- M Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

Jason D. Peters, P. E.

(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Contractual Services Administrator

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

1. The “Bid Sheet” has been filled out completely, signed, and enclosed in the bid response.
2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
3. “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the bid response, if applicable.
4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response.
5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
7. The http://myflorida.com/apps/vbs/vbs_www.main_menu website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.