State of Florida Department of Transportation



Heavy Equipment on and off Road for Milton Operations Center

DOT-ITB-20-3012-KW

CONTACT FOR QUESTIONS:

Karen Woodham Procurement Agent Karen.woodham@dot.state.fl.us Phone: (850) 330-1340 1074 Highway 90 Chipley, Florida 32428

State of Florida **Department of Transportation** District Three Procurement 1074 Highway 90

Chipley, Florida 32428

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP FAX TO (850) 330-1494 OR E-MAIL TO Karen Woodham at

karen.woodham@dot.state.fl.us.

Bid Number: DOT-ITB-20-3012-KW
Title: Heavy Equipment on and off Road for Milton Operations Center
Bid Due Date & Time (On or Before): February 20, 2020 at 2:00 PM
Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (850) 330-1494, or e-mail to Karen Wooham at karen.woodham@dot.state.fl.us
Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com , under this bid number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.
Company Name:
Address:
City, State, Zip:
Telephone: (Contact Person:
Internet E-Mail Address:
For further information on this process, e-mail or telephone :Karen Woodham at

karen.woodham@dot.state.fl.us or by phone: (850) 330-1340.

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested?					
Provide a written statement detailing your qualifications:					
				V	
	WORK	REFERENC	ES		
List the names of three refere	ences for which you	ur business has	provided similar services.		
BUSINESS NAME	ADDRESS		CONTACT PERSON	PHONE NO.	
1					
2					
3					

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

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
 - (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?
☐ YES
□NO
NAME OF BUSINESS:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63 PROCUREMENT 02/07

The Prime contractor is encouraged to complete this form and submit this form with your bid/price proposal/reply. Submission of this form is not mandatory.

Procurement Number: DOT-ITB-3012-KW		
Contractor's Name:		
Contractor's FEID Number:		
Is the prime contractor a Florida Department of Tran (yes \square) $\ $ (no \square)	nsportation Certified Disad	vantaged Business Enterprise (DBE)?
Expected amount of contract dollars to be subcontra	acted to DBE(s): \$	
	OR	
It is our intent to subcontract % of the co contractors:	ntract dollars to DBE(s). L	isted below are the proposed DBE sub-
DBE (s) Name Type	of Work/Specialty	Dollar Amount/Percentage
Submitted by:	Title:	
(Type or Print)		
Date:		

Note: This information is used to track and report anticipated DBE participation in FDOT contracts. The anticipated DBE amount will not become part of the contractual terms.

375-040-62 PROCUREMENT 01/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

Pr	ime Contractor:			
Αc	ddress/Phone Number:			X
Pr	ocurement Number: DOT-ITB-20-3012KW			
D(su co pr	CFR Part 26.11 The list is intended to be a listing of all DT-assisted contracts. The list must include all firms the pplies materials on DOT-assisted projects, including be ntacting you and expressing an interest in teaming with ovide information for Numbers 1, 2, 3 and 4, and should 7 for themselves, and their subcontractors.	at bid on poth DBEs of you on a	orime contracts, or and non-DBEs. Th specific DOT-ass	bid or quote subcontracts and his list must include all subcontractors isted project. Prime contractors must
2. 3. 4.	Federal Tax ID Number: Firm Name: Phone: Address: Year Firm Established:		☐ DBE ☐ Non-DBE	7. Annual Gross Receipts Less than \$1 million Between \$1 - \$5 million Between \$5 - \$10 million Between \$10 - \$15 million More than \$15 million
2. 3. 4.	Federal Tax ID Number: Firm Name: Phone: Address: Year Firm Established:		☐ DBE ☐ Non-DBE	7. Annual Gross Receipts Less than \$1 million Between \$1 - \$5 million Between \$5 - \$10 million Between \$10 - \$15 million More than \$15 million
1. 2. 3. 4.	Federal Tax ID Number: Firm Name: Phone: Address: Year Firm Established:	6.	☐ DBE ☐ Non-DBE	7. Annual Gross Receipts Less than \$1 million Between \$1 - \$5 million Between \$5 - \$10 million Between \$10 - \$15 million More than \$15 million
2. 3. 4.	Federal Tax ID Number: Firm Name: Phone: Address: Year Firm Established:		☐ DBE ☐ Non-DBE	7. Annual Gross Receipts Less than \$1 million Between \$1 - \$5 million Between \$5 - \$10 million Between \$10 - \$15 million More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

Florida Statutes 287.135

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

375-030-60 PROCUREMENT OGC - 07/18

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

Section 287.135, F.S. 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 the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. 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, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

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 Vehicle and Equipment Maintenance Services Type A and C for "Off Road" Equipment for the Milton Operations Center. It is anticipated that the term of the contract will begin on or about March 3, 2020 and be effective for 36 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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

ACTION / LOCATION	DATE	LOCAL TIME
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	2/7/2020	04:00 PM
BIDS DUE (ON OR BEFORE) - District Three Procurement Attn: Karen Woodham 1074 Highway 90 Chipley, Florida 32428	2/20/2020	02:00 PM
PUBLIC OPENING - Procurement Conference Room 1074 Highway 90 Chipley, Florida 32428	2/20/2020	02:00 PM
POSTING OF INTENDED DECISION/AWARD -	2/28/2020	03:00 PM

3) BID OPENING AGENDA

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Timeline. All bid openings are open to the public and will be conducted according to the following agenda:

Opening remarks – Approximate time of 2 minutes by Department Procurement Office personnel.

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

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

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

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 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 www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to: Karen Woodham, karen.woodham@dot.state.fl.us, 1074 Highway 90 Chipley, Florida 32428 FAX: (850) 330-1494

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) 330-1340

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

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

be considered as a duly authorized expression on behalf of the Department.

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

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, bidders are requested to submit the **Bidder's Opportunity List** with their Bid Sheet. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Bidders are requested to indicate their intention regarding DBE participation on the Anticipated DBE Participation Statement and to submit that Statement with their Bid Sheet. After award of the contract resulting from this bid, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system https://www3.dot.state.fl.us/EqualOpportunityCompliance. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at EOOHelp@dot.state.fl.us.

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at www.dot.state.fl.us/equalopportunityoffice/.

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

Bidder 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.

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, Karen Woodham 1074 Highway 90 Chipley, Florida 32428 within ten (10) days after the ending date of the period for posting the intended award decision.

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

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

The total of all authorizations shall not exceed the established contractual Budgetary Ceiling. This is a Term Contract for an Indefinite Quality whereby the Vendor agrees to furnish services during a

prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

The Vendor shall not provide services that exceed the Fiscal Year amounts without an approved Amendment for the Department.

Invoices shall be submitted to: Florida Department of Transportation

Milton Operations Center Attn: Charles Hoomes 6025 Old Bagdad Highway Milton, Florida 32583

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. <u>Indicate the bid number</u>, 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 WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award first in accordance with section 295.187(4), 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) 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-20-3012-kw Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

Florida Department of Transportation District Three Procurement Attn: Karen Woodham 1074 Highway 90 Chipley, Florida 32428 Phone # (850) 330-1340

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt

and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

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

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

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

29.2 - Inability to Post:

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

29.3 - Request to Withdraw Bid:

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

30) 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 Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

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)
DBE Participation Statement
Bid Opportunity List

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

33.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link: http://www.dms.mvflorida.com/content/download/117735/646919/Purchase Order Terms Sept 1, 2015.pdf

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

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

EXHIBIT "A"

SCOPE OF SERVICES FOR HEAVY EQUIPMENT TYPE A AND C SERVICES

EXHIBIT "A" SCOPE OF SERVICES FOR HEAVY EQUIPMENT TYPE A AND C SERVICES

This document is an invitation to bid (ITB) on an agreement to provide vehicle and equipment services.

- I. The Vendor shall be responsible for Type A and C services (for descriptions see Exhibit C) on all heavy equipment.
- II. To be entitled to consideration, the Vendor shall have available under its direct employment and supervision the necessary organization and facilities to properly fulfill all the services required under the contract.
- III. The Vendor shall provide at their own expense any necessary permits, licenses, certificates or entitlements required for the performance of the services for any portion of the contract.
- IV. VENDOR-FURNISHED EQUIPMENT AND SUPPLIES
 - The Vendor shall furnish everything required to perform services required by the contract. These supplies shall be the equivalent or better than those found on the Department's specifications list (see exhibit <u>D</u>). These supplies must meet or exceed Original Equipment Manufacture Specifications.
 - Vendor supplied vehicle(s) shall be used for parts pickup, towing, transporting and other Vendor support requirements at no additional charge to the Department.
- V. The Vendor shall have a mobile servicing unit that will service all equipment types listed in Exhibit "B". This equipment shall be serviced within two working days (Monday through Friday) from notification. Equipment that is not tagged for roadway use; therefore, requiring transport, shall be serviced at the work site which may be anywhere within the boundaries of Escambia, Santa Rosa, and Okaloosa counties. All other equipment shall be serviced at the FDOT operations yard or the venders shop delivered by the FDOT after such location is agreed upon by both parties.
 - a. The Vendor is prohibited from driving any "tagged" FDOT vehicle on any street or highway, unless the contractor is properly insured and licensed.
 - b. The shop or any tools storage area at the FDOT Operations Center is off limits to the vendor. The Vender may work on the vehicles in the area designated by the local contact.
 - c. The Vendor shall comply with U.S. Department of Transportation Commercial Driver's License (CDL) Requirements. The Vendor shall ensure the Contractor personnel maintain current and valid driver licenses and appropriate professional or technical certifications
- VI. The Vendor shall be responsible for all disposals of waste material generated by the execution of this contract, meeting all federal state and local regulations and include the disposal fees in the bid price for the services.

VII. Work performed under the contract shall meet all applicable requirements stated in the contract. The Vendor shall guarantee all work included in the contract against any defect in workmanship and shall satisfactorily correct any such defect that may become apparent, at no additional cost to the Department

VIII. FAILURE TO PERFORM

If the Vendor does not maintain vehicles and equipment, or perform any of the services required in the contract within the allowed time frame, FDOT will at its option:

- Require the Vendor to take necessary action to ensure that any future performance conforms to contract requirement,
- Have the service completed by FDOT staff or a third-party Vendor and the costs incurred by FDOT billed to the original Vendor directly, and/or
- Terminate the contract for breach of contract.

IX. The Vendor shall adhere to the checklist (Exhibit C) and the scheduling frequency below for each vehicle/or equipment to be serviced

Vehicles: 7,500 Miles or 6 Months
 All other equipment: 250 Hours or 6 Months

• Other services: Will be at the Department's discretion

X. VEHICLE ABUSE

- While the equipment is on the vendor's property the Vendor shall be responsible for any damage or vandalism to FDOT's equipment and its contents. The Vendor shall repair such damage at no cost to the Department. The Vendor shall conduct a physical inspection and make notes of condition of each vehicle prior to taking delivery or beginning any work. The Vendor shall assume all liability for the safety and health of its personnel while its employees are performing service work whether on Department property or Vendor's property.
- The Vendor shall notify FDOT whenever a vehicle shows signs of blatant abuse by the operator. The Vendor shall document instances of vehicle abuse and furnish FDOT with documentation and evidence of breakdown or failure due to suspected abuse.
- XI. The Vendor shall possess a minimum of three (3) years' experience in performing preventive maintenance and repair with fleets of similar size and type. The Vender shall provide three (3) references as part of their qualifications statement. The Vendor shall have an adequate staff of experienced and trained personnel, capable of and devoted to the successful accomplishment of required services of FDOT equipment under the contract.

XII. SERVICES

- A work order for work performed must be filled out and given to the Department when the service is completed (See Exhibit E). A P/M sheet must be filled out and given to the Department when service is completed (See Exhibit C).
- All Type A services must be completed and the Department notified within one (1) workday.
- All Type C services must be completed and the Department notified within two (2) workdays.
- (A workday is considered any day between Monday and Friday 6:30am to 5:00pm.)

XIII. The Department shall be responsible for all repairs and replacement of parts not specified in the scheduled Preventive maintenance contract. Note the needed repairs in the remarks section of the work order (See Exhibit E). Should an emergency repair be necessary, notify the FDOT Shop Supervisor at the time of discovery.

XIV. Invoicing and Bidding

- a. The Vendor shall submit an invoice with an itemized parts and labor list for each piece of equipment serviced within two (2) calendar days from the completion of servicing. The Vendor shall respond to all correspondence in a timely manner.
- b. The Vendor will establish unit price bids for each item. Each unit will be used to calculate a total bid amount to determine the low bidder and contract award (See Exhibit F).
- c. The actual reimbursement to the contractor will be based on the unit price of the actual amount of work authorized, completed, and approved by the Engineer subject to the limiting amount of the contract.
- d. The overall budgetary ceiling on this contract is identified in Exhibit G, "Method of Compensation".

EXHIBIT "B" (Page 1 of 3) TYPES OF EQUIPMENT FOR VEHICLE AND EQUIPMENT SERVICES TYPE A AND C

EXHIBIT "B" (page 2 of 3)

ON ROAD HEAVY

Number of DOT Pieces	Description	Changes/Year	TOTAL
2	1.5 TON TRUCKS	2	4
9	2 TON TRUCKS/CREW CABS	2	18
2	8 YD DUMP	2	4
7	12 YD DUMPS	2	14
2	TRANSPORT TRACTORS	2	4
1	HERBCIDE TRUCK	2	2
1	KNUCKLE BOOM TRUCK	2	2
11	ASPHAULT TRUCK	2	2
1	SEWER CLEANER	2	2
2	BUCKET TRUCKS	4	8
9	TRAILERS UNDER 35 TON	1	9
3	TRAILERS OVER 35 TON	1	3

EXHIBIT "B" (page 3 of 3)

OFF ROAD HEAVY

Number of DOT Pieces	Description	Changes/Year	TOTAL
DOT TICOUS			
1	MINI EXCAVATOR	2	2
1	EXCAVATOR	2	2
1	TRACK HOE	2	2
1	MOTOR GRADER	2	2
1	DOZIER	2	2
1	2 YD LOADER	2	2
1	4 YD LOADER	2	2
2	SKID STEER	2	4
1	BACK HOE	2	2
1	FORK LIFT	2	2
1	UTILITY TRACTOR	2	2
1	SLOPEMOWER	2	2
3	CHIPPER	2	6
1	250 CFM AIR COMPRESSOR	2	2
2	LIGHT TOWER	2	4

EXHIBIT "C" DESCRIPTION OF SERVICES FOR VEHICLE AND EQUIPMENT SERVICES TYPE A AND C (P/M Sheets)

TRACK AND RUBBER TIRED

OILS, FLUIDS, FILTERS-MUST MEET OR EXCEED O E M SPECIFICATIONS

EQUIPMENT NUMBER	HOURS	MILES	DATE
A SERVICE			
Place () in blocks that are satisfactory. Place (x) INSTRUMENTS AND CONTROLS- LIGHTS- check all lights and reflector SEAT BELTS -check fabric, buckle at BRAKES AND CLUTCH-check for place of the second of the sec	check all instruments are. and mounts. proper operation and free oken or damaged. DES-check condition and edges, pins and bushings or leaks, ram condition, ension action, roller adjust, valves, gauges, lines, stament, rollers, idlers, spalizer beams, pins and bustments, gear cases, bacervice all fittings, oil and er plates, latches, door least.	d serviceability. s, wear plates. mounts, pins, bushings, hoses/lustment, wear, cracks, and breal, hoses for leaks and proper ope prockets, pins, bushings, rails, poushings, bolts. eking plates, hydraulic /fuel for d check condition of all linkage lock cylinders.	lines. ks. eration. oads. leaks.
17 ENGINE UPPER-CHANGE OIL AN 18 AIR CLEANER UPPER -wet type ch	ange oilits. Dry	. Oil #Filter # y type check filter.	
19FUEL SYSTEM UPPER – CHANGE 20 ENGINE LOWER – CHANGE OIL		trs. Oil# Filter	#
21 AIR CLEANER LOWER- wet type c	hange oilqtrs. Dry	type check filter.	
FUEL SYSTEM LOWER-CHANGEAIR RESERVOIR- drain tanks check			
24BRAKES- Check pads and shoes, reco	ord %left%. AD	JUST BRAKES PER O E M	SPEC.
25 DIFFERENTIALS – Check fluid	qtrs. Fluid#	IGGIONI Charles II	
26 TRANSMISSIONS/TRANSFER CAS27 POWER STEERING- check fluid leve	SE, SWING TKANSMI el/leaks	ission, check oil.	
28 HYDRAULIC SYSTEM- Check oil le			
29BELTS AND HOSES- Check condition			
30RADIATOR - Check coolant and D			
upper, lowe 31EXHAUST SYSTEM- Check for leak 32BATTERYS BOTH ENGINES- Chec 33SAFTY EQUIPMENT- Back up alarn 34PLACE PM SERVICE INDICATOR 1	es, cracks, loose connect ok condition, fluid level, n, fire extinguisher.	, connections.	
REMARKS			
ICANI ICICO			
Shon Supervisors Signature		Mechanics signature	

EXCAVATOR (TRACK AND RUBBER TIRED)

PG 2	OILS, FLUIDS, FILTE	RS-MUST MEET OR EXCE	EED O E M SPECIFIC	CATIONS
EQUIPMENT NUMBER	HOURS	MILES		DATE
<u>C SERVICE</u>				
5 LIGHT LENSES / REFL 6 GLASS- check for damag 7 WINDSHIELD WIPERS 8 BLADES /BUCKETS-che 9 HYDRAULIC CYLINDE 10 BOOM-check lift, swivel, 11 HYDRAULIC SYSTEM- 12 TRACKS AND CHAINS- 13 FRAME- check braces, sp 14 LEAKS-visually check en	CONTROLS- check all instrand reflectors. oric, buckle and mounts. H-check for proper operation ECTORS- broken or damag ge/accident. AND BLADES-check conduck cutting edges, pins and l RS-check for leaks, ram conswing, extension action, ro- check pumps, valves, gauge- check adjustment, rollers, in rings, equalizer beams, pins gine compartments, gear can IMENTS-service all fittings	n and free travel ged. lition and serviceability. bushings, wear plates. ndition, mounts, pins, busl ller adjustment, wear, craces, lines, hoses for leaks and lers, sprockets, pins, busl s and bushings, bolts. ses, backing plates, hydraus, oil and check condition of	hings, hoses/lines. eks, and breaks. nd proper operation. hings, rails, pads. ulic /fuel for leaks.	
18 AIR CLEANER UPPER - 19 FUEL SYSTEM UPPER - 20 ENGINE LOWER - CHA 21 AIR CLEANER LOWER- 22 FUEL SYSTEM LOWER- 23 AIR RESERVOIR- drain to 24 BRAKES- Check pads and 25 DIFFERENTIALS - Check 26 TRANSMISSIONS/TRANSFE 27 POWER STEERING- check 28 HYDRAULIC SYSTEM- 29 BELTS AND HOSES- Ch 30 RADIATOR - CHANGE	ck fluid level/leaks. CHANGE OIL AND FILT eck condition. COOLANT @ FILTERS , lower eck for leaks, cracks, loose NES- Check condition, fluit neck back up alarm / fire ext	qtrs. DRY TYPE CHANG ter# Sqtrs. Oil# rs. DRY TYPE CHANG ter# dryers. %. ADJUST BRAKES F qtrs. Fluid SSION- Check TERSQTS. Oil# BOTH ENGINES. Adju. D C A upper connections. id level, connections. tinguisher.	Filter# Filter# E FILTERS# PER O E M SPEC. qtrs. OIL # filte st coolant protected to	er#oo, degrees
Shop Supervisor's signature		Mechanics signature		

10/01/08 EXCAVATOR C

HEAVY EQUIPMENT

LOADER, GRADER, DOZIER

OILS, FLUIDS, FILTERS-MUST MEET OR EXCEED O E M SPECIFICATIONS

Vehicle No.	Uourc	Data
venicle no.	Hours	Date

A SERVICE

1.	INSTRUMENTS AND CONTROLS – Check all instruments, gauges, switches, controls and warning devices
2.	LIGHTS – Check all lights, mountings and lenses.
	SEAT BELTS – Check fabric, buckles and mounts, serviceability.
4	BATTERY – Service, check condition, cables and terminals. Adjust Electrolyte level.
5	STEERING – Check for looseness. Check wheel bearing adjustment.
6.	BRAKES, PARKING BRAKES AND CLUTCH – Check operation and adjustment.
	WHEELS AND TIRES – Check tire condition, tighten lug bolts, adjust air pressure.
	TRACKS- Check alignment, pads, pins and bushings, rollers, sprockets, adjustment.
	FRAME, HITCH, ROLL OVER STRUCTURE- Check condition, Rust, Bent, Broken, Missing or loose bolts
	HYDRAULIC SYSTEM -Check for leaks, pump, valves, cylinders, Check hoses and lines.
	SAFETY EQUIPMENT- Check safety shields, guard and S M V Sign, back up alarm, fire extinguisher.
12.	FRONT AXLE – Check for looseness, condition, operation, wheel bearings.
13	TRACKS-Check adjustment, rollers, idlers, sprockets.
14	BELTS AND HOSES- Check tension and serviceability, adjust tension if needed.
15	LUBRICATE – Lube all Fittings, oil all control linkage, levers and pivots, per O E M Spec.
16	ENGINE - CHANGE OIL & FILTERS qtrs. Oil# Filter#
7	AIR CLEANER – Check condition and restriction gauge, clean element. Service dust valve.
8	FUEL SYSTEM – Drain tank sediment, CHANGE FILTERS#
ι9. <u> </u>	TRANSMISSION – Adjust fluid levelpts. Fluid#
20	FINAL DRIVE /TANDEM DRIVE -Adjust fluid levelpts. Fluid #
21	DIFF. / AXLE – Adjust fluid level pts. Fluid# LUBE AXLE BEARINGS.
22	HYDRAULIC SYSTEM - Adjust fluid level pts. Fluid#
23	POWER STEERING- check and adjust fluid levelpts. Fluid#
24	BRAKE MASTER CYLINDER- Adjust fluid level,pts. Fluid#
	EXHAUST SYSTEM - Check manifold, muffler and connections for leaks.
26	RADIATOR / FAN- Check Fan, Water pump, Radiator fins for restrictions.
27	COOLING SYSTEM – Adjust level and temp protected to (-20 to -40)degrees. Coolant#
	Test conditioner concentration and adjust D C A

REMARKS

Shop Supervisor's Signature:	 Shop Mechanic's Signature:

10/01/08 H

HEAVY EQUIPMENT

LOADER, GRADER, DOZIER

OILS, FLUIDS, FILTERS-MUST MEET OR EXCEED O E M SPECIFICATIONS

Vehicle No.	Hours	Date
A CHILLIC LAGI	HOULS	Date

C SERVICE

PG 4

Place $(\sqrt{})$ in blocks that are satisfactory. Place (X) in blocks that is unsatisfactory. Place (n/A) in blocks that do not apply.

	INSTRUMENTS AND CONTROLS – Check all instruments, gauges, switches, controls and warning devices.
2.	LIGHTS – Check all lights, mountings and lenses.
3.	SEAT BELTS – Check fabric, buckles and mounts, serviceability.
4.	BATTERY – Service, check condition, cables and terminals. Adjust Electrolyte level.
5	STEERING – Check for looseness. Check wheel bearing adjustment.
6	BRAKES, PARKING BRAKES AND CLUTCH – Check operation and adjustment.
	WHEELS AND TIRES – Check tire condition, tighten lug bolts, adjust air pressure.
8.	FRAME, HITCH, ROLL OVER STRUCTURE- Check condition, Rust, Bent, Broken, Missing or loose bolts
9	HYDRAULICS SYSTEM-Check for leaks, valves, cylinders. Check hoses and lines.
10.	SAFETY EQUIPMENT– Check safety shields / guards, S M V Sign, back up alarm, fire extinguisher.
11.	FRONT AXLE – Check for looseness, condition, operation, wheel bearings.
12.	TRACKS- Check adjustment, rollers, idlers, sprockets, rails, pads.
13.	BELTS AND HOSES- check tension and serviceability, adjust tension if needed.
14.	LUBRICATE –Lube all fittings, oil control linkage, levers, pivots, per O E M Spec.
16	FNCINE _CHANGE OIL AND FILTERS atrs Oil# Filter#
16	AIR CLEANER - CHANGE AIR FILTER# Service dust valve. FUEL SYSTEM - Drain tank sediment. CHANGE FILTERS#
17	FUEL SYSTEM – Drain tank sediment. CHANGE FILTERS#
18.	TRANSMISSION – CHANGE FLUID @ FILTERS qtrs. Fluid# Filter#
19	FINAL DRIVE TANDEM DRIVE-CHANGE FLUID qtrs. Fluid #
20	TRANSAXLE- CHANGE FLUID AND FILTERS qtrs. Fluid# Filter#
21	DIFFERINAL AXLE – CHANGE FLUIDqtrs. Fluid# LUBE AXLE BEARINGS.
	HYDRAULIC TANK- CHANGE OIL & FILTERS qtrs. Oil#Filter#
23	POWER STEERING- check and adjust fluid level pts. Fluid#
24	BRAKE MASTER CYLINDER- Adjust fluid level, pts. Fluid#
25	EXHAUST SYSTEM – Check manifold, muffler and connections for leaks.
26	RADIATOR / FAN- Check Fan, Water pump, Radiator fins for restrictions.
27	COOLING SYSTEM— CHANGE COOLANT @ FILTER. Adjust temp. protected to (-20 to-40) degree
	Test conditioner concentration and adjust, D C A Coolant#FILTER#
28	CUTTER BAR / MOWER- Check condition.
	CUTTING EDGES / MOWER- Check condition of blades.
	MAST / FORKLIFT - Check Slides, bearings, chains, chain tension (deflection) adjust if required.
31	REPLACE PM SERVICE STICKER, ADD 6 MONTHS AND 200 HRS.

REMARKS

Shop Supervisor's Signature:10/01/08 HEAVY EQUIPMENT C

INDUSTRIAL TRACTOR

TRACTOR W/LOADER, UTILITY TRACTOR, SLOPE MOWER, FORKLIFT. SKID STEER

OILS, FLUIDS, FILTERS-MUST MEET OR EXCEED O E M SPECIFICATIONS

Vehicle No.	Hours	Date
A CHILLE MO.	110412	Date

A SERVICE

D1	· h	the father along all the		. DI	an:	1.11 414		Diago /	XT/AX	1-1-11111111	41	1
Place (N)	in blocks that	are satisfactory	/. Place	(X) 1	in diocks that ai	re unsatisfactory	. Place (IN/A)	in diocks	mat do not	appıy.

	INSTRUMENTS AND CONTROLS - Check all instruments, gauges, switches, controls and warning devices.
	LIGHTS – Check all lights, mountings and lenses.
	SEAT BELTS – Check fabric, buckles and mounts, serviceability.
4.	BATTERY - Service, check condition, cables and terminals. Adjust Electrolyte level.
5-	STEERING – Check for looseness. Check wheel bearing adjustment.
6.	BRAKES, PARKING BRAKES AND CLUTCH – Check operation, adjust if needed.
7.	WHEELS AND TIRES – Check tire condition, tighten lug bolts, adjust air pressure.
8.	FRAME, HITCH, ROLL OVER STRUCTURE- Check condition, Rust, Bent, Broken, Missing or loose bolts
	HYDRAULIC SYSTEM -Check for leaks, pump, valves, cylinders, Check hoses and lines.
	SAFETY EQUIPMENT - Check safety shields, guard and S M V Sign. Check back up alarm.
	FRONT AXLE – Check for loose bolts, Condition.
	BELTS AND HOSES- Check tension and serviceability, adjust tension if needed.
13.	LUBRICATE – Lube all Fittings, oil all control linkage, levers and pivots, per O E M Spec.
14.	ENGINE – CHANGE OIL & FILTERS qtrs. Oil# filter#
15.	AIR CLEANER - Check condition and restriction gauge, clean element. Service dust valve.
16.	FUEL SYSTEM - Drain tank sediment. CHANGE FILTERS#
17.	TRANSMISSION – Adjust fluid level pts. Fluid#
18.	REVERSER-Adjust fluid level pts. Fluid #
19.	TRANSAXLE- Adjust fluid level pts. Fluid#
20.	DIFF. / AXLE – Adjust fluid level pts. Fluid# LUBE AXLE BEARINGS.
21.	HYDRAULIC TANK- Adjust fluid levelpts. Fluid# POWER STEERING- check and adjust fluid levelpts. Fluid#
23.	BRAKE MASTER CYLINDER- Adjust fluid level,pts. Fluid#
24.	EXHAUST SYSTEM – Check manifold, muffler and connections for leaks.
	RADIATOR / FAN- Check Fan, Water pump, Radiator fins for restrictions.
26.	COOLING SYSTEM- Adjust level and Coolant protected to (-20 to -40) degrees. Coolant#
	Test conditioner concentration and adjust D C A
27.	CUTTER BAR / MOWER –Check condition.
28.	CUTTING EDGES / MOWER-Check condition of blades.
29.	MAST / FORK LIFT- Check Slides, bearings, chains, chain tension (deflection) adjust if required.
30.	REPLACE P M SERVICE INDICATOR ADD 6 MONTHS AND 200 HRS.

REMARKS

Shop Supervisor	's Signature:	 Shop Mechanic's Signature
10/01/08	Tractors A	

INDUSTRIAL TRACTOR

TRACTOR W/LOADER, UTILITY TRACTOR, SLOPE MOWER, FORKLIFT SKID STEER

OILS, FLUIDS, FILTERS-MUST MEET OR EXCEED O E M SPECIFICATIONS

Vehicle No	Hours	Date
	IIVAIU	Duce

C SERVICE

Place (W	in block	s that a	re satisfactor	Place	(X)	in l	blocksthat	is unsatisfactor	v Place	(n/A`) in blocks that do not apply	v
I lacc i	(7)	III DIOCK	o uiai c	u c saustacioi	y. I lacc	1421	111	DIOUNS HIAL	เจ นมอสมอเสบเบเ	y. I lace	(111/77	in proces man ao not appr	у.

1	INSTRUMENTS AND CONTROLS – Check all instruments, gauges, switches, controls and warning devices.
2	LIGHTS – Check all lights, mountings and lenses.
3	SEAT BELTS – Check fabric, buckles and mounts serviceability.
4	BATTERY – Service, check condition, cables and terminals. Adjust Electrolyte level.
	STEERING – Check for looseness. Check wheel bearing adjustment.
6	BRAKES, PARKING BRAKES AND CLUTCH – Check operation, adjust if needed.
7	WHEELS AND TIRES – Check tire condition, tighten lug bolts, adjust air pressure.
8	FRAME, HITCH, ROLL OVER STRUCTURE- Check condition, Rust, Bent, Broken, Missing or loose bolts
	HYDRAULICS SYSTEM-Check for leaks, valves, cylinders. Check hoses and lines.
10	SAFETY EQUIPMENT– Check safety shields / guards, S M V Sign, back up alarm.
11	FRONT AXLE – Check for loose bolts, Condition.
	BELTS AND HOSES- check tension and serviceability, adjust tension if needed.
13	LUBRICATE –Lube all fittings, oil control linkage, levers, pivots, per O E M Spec.
14	ENGINE -CHANGE OIL AND FILTERSqtrs. Oil#Filter#
15	AIR CLEANER – CHANGE AIR FILTER# Service dust valve.
16	FUEL SYSTEM – Drain tank sediment. CHANG E FILTERS #
17	TRANSMISSION – CHANGE FLUID @ FILTERS qtrs. Fluid# Filter#
18	REVERSER-CHANGE FLUID AND FILTERSQtrs. Fluid# Filter#
19	TRANSAXLE- CHANGE FLUID AND FILTERS qtrs. Fluid#Filter#
20	DIFF. /AXLE – CHANGE FLUID qtrs. Fluid# HYDRAULIC TANK- CHANGE OIL & FILTERS qtrs. Oil# Filter#
21	HYDRAULIC TANK- CHANGE OIL & FILTERS qtrs. Oil# Filter#
22	POWER STEERING- check and adjust fluid levelpts. Fluid#
23	BRAKE MASTER CYLINDER- Adjust fluid level, pts. Fluid#
	EXHAUST SYSTEM – Check manifold, muffler and connections for leaks.
25	RADIATOR / FAN- Check Fan, Water pump, Radiator fins for restrictions.
26	
	Test conditioner concentration and adjust, D C A Coolant#FILTER#
	CUTTER BAR / MOWER- Check condition.
28	CUTTING EDGES / MOWER- Check condition of blades.
	MAST / FORKLIFT - Check Slides, bearings, chains, chain tension (deflection) adjust if required.
30	REPLACE PM SERVICE STICKER, ADD 6 MONTHS AND 200 HRS.

REMARKS

Shop Supervisor's Signature:	Shop Mechanic's Signature:
10/01/08	
TRACTORS C	

Shop Supervisor's Signature 10/01/08 Towed Equip A

TOWED EQUIPMENT

WOOD CHIPPERS, AIR COMPRSSOR LIGHT TOWERS, ARROW BOARD

OILS, FLUIDS, LUBES, FILTERS---MUST MEET OR EXCEED O E M SPECIFICATIONS

Vehicle Number	_ Hours
DATE	
<u>A SERVICE</u>	
Place $()$ in blocks that are satisfactory. Place (X) in blocks that is unsatisfactory. Place (N/A) in blocks	
1 INSTRUMENTS AND CONTROLS- Check gauges, switches, controls at	nd warning devices.
2SHIELDING- Check condition and mounting.	
3 HEIGHT ADJUSTER- Check condition and operation.	1 - 1 - 11 1 - 1 - 1
4 WHEELS AND TIRES – Check condition, wear, adjust air pressure, chec	k wheel bearing adjustment.
 FRAME / DECK / BODY – Check condition. GEAR BOXES – Check vents / breathers / mounting. Adjust oil level 	mta 0:1#
6 GEAR BOXES -Check vents / breathers / mounting. Adjust oil level 7 DRIVE SHAFTS, U-JOINTS - Check condition.	pis. On#
8 DRIVE BELTS – Check condition, adjust as needed.	
9 SLIP CLUTCHES – Check condition and operation. Adjust if needed.	
10 HYDRAULIC SYSTEM- Check for leaks, ram condition, mounts, hoses	/ lines, nump, cylinders, valves
Adjust oil level pts. Oil #	
11 PULLEYS / IDLERS – Check condition and mountings.	
12 CUTTING EDGES – Check condition of blades, Knives.	
REELS, ROTORS, CUTTER BARS - Check condition and operation.	
14 LUBRICATE – Lube all fittings, oil or grease all contact points, oil all lir	
15ENGINE - CHANGE OIL & FILTERSQtrs. Oil #	, Filter#
16 AIR CLEANER – Oil type, servicepts. Dry type check and clean	an. Check restriction gauge.
17 FUEL SYSTEM-Drain tank sediment. CHANGE FILTERS# 18 COMPRESSOR-Adjust oil level pts. Oil# Drain tank sediment. CHANGE FILTERS#	<u> </u>
18 COMPRESSOR-Adjust oil level pts. Oil# Dr.	ain condensate from oil reservoir.
19EXHAUST SYSTEM- Check murrier and connections for leaks.	
20 BATTERIES- Adjust Electrolyte level. Check cables, connections.	
 21 LIGHTS -Check all lights, reflectors, wiring and receptacles. JACK - check condition and operation, lube. 	
23 SAFETY DEVICES Check all safety equipment.	
24 BRAKES—Check pads, shoes and drum condition. ADJUST BRAKES P	FR O F M SPEC
25 BRAKES HYDRAULIC-Check and adjust fluid level. Test operation.	EX O E IVI OI EC.
26 BRAKES ELECTRIC- Test operation, wiring and connections, operation	of BREAKAWAY DEVICE.
27 COOLING SYSTEM - Adjust coolant level & temp. Protected to, (-20 to	-40). Degrees.
Test conditioner concentration & adjust, D C A	. Coolant#
28RADIATOR / FAN- Check water pump, fan. Check radiator fins & air inta	ake screens for restrictions.
28 HITCH - Check hitch and safety chains.	
30 REPLACE P/M SERVICE STICKER, ADD 6 MONTHS AND 200 HO	OURS.
REMARKS	

Mechanic's Signature

TOWED EQUIPMENT WOOD CHIPPERS, AIR COMPRESSOR, LIGHT TOWERS, ARROW BOARD

OILS, FLUIDS, FILTERS—MUST MEET OR EXCEED O E M SPECIFICATIONS

C Service

PG 8

Vehicle Number	Hours	Date
Place $(\sqrt{\ })$ in blocks that are satisfactory. Place (X) in blocks that	at is unsatisfactory. Place (N/A) in blocks that	t do not apply.
1 INSTRUMENTS / CONTROLS- Check gar 2 SHEILDING- Check condition and mountir		devices.
3 HEIGHT ADJUSTER - Check condition ar		
4 WHEELS AND TIRES – Check condition,		
5 FRAME / DECK / BODY – Check bent, bro		
6 GEAR BOXES – Clean vents and breathers		
7 DRIVE SHAFTS / U-JOINTS – Check cond		
8 DRIVE BELTS – Check condition, adjust a		
9 SLIP CLUTCHES – Check condition and o	peration.	
10 HYDRAULIC SYSTEM - Check leaks, rai		
	LTERSqtrs. Oil#	Filter#
11 PULLEYS / IDLERS – Check condition an	•	
12CUTTING EDGES – Check condition of Bl		
13 REELS / ROTORS / CUTTER BARS — Ch		
14LUBRICATE –lube all fittings, oil or greas	se all contact points, oil all linkage ar	nd pivots per O E M SPEC.
15 ENGINE - CHANGE OIL & FILTER, 16 AIR CLEANER- Oil type service pts.	qtrs. Oil#	Filter#
16AIR CLEANER- Oil type servicepts.	Dry CHANGE FILTER#	. Check restriction gauge
17 FUEL SYSTEM- Drain tank sediment. CHA 18 COMPRESSOR-CHANGE OIL & FILTE	ANGE FILTERS#	T*14#
18 COMPRESSOR-CHANGE OIL & FILTE	qtrs. Oil#	Filter#
19EXHAUST SYSTEM- Check muffler and c		
20 BATTERIES -Adjust Electrolyte level. Che		
21LIGHTING/SIGNALS- Check all lights, ref		
22 STABILIZERS- Check condition and operation and operation and specific state of the condition and operation and operation and operation are specific as a specific		
23 SAFETY DEVICES- Check all safety equip 24 BRAKES- Check pads, shoes, and drum con		E M SDEC
24BRAKES- Check pads, shoes, and drum cor25BRAKES HYDRAULIC- Check and adjust		E IVI SPEC.
26 BRAKES ELECTRIC- Test operation, wirin		FAKAWAY DEVICE
27 COOLING SYSTEM- CHANGE COOLA		
	ntration & adjust, D C A	
28 RADIATOR / FAN- Check water pump, fan		
Check hitch and safety chains.	. One it is a second this second the second	
30 REPLACE P/M SERVICE STICKER, AI	DD 6 MONTHS AND 200 HRS.	
,		
REMARKS		
Chan Cumamiana's Clamature	Maghania'a Ciaratana	
Shop Supervisor's Signature	Mechanic's Signature	
Towed Equip C		

MOWERS

RIDING MOWERS, TOWED MOWERS, LIFT TYPE MOWERS

Oils, fluids, lubes, filters- must meet or exceed O E M specifications

A SERVICE

Vehicle Number	Hours	Date
Place $()$ in blocks that are satisfactor	ry. Place (X) in blocks that is unsatisfactory. Place (N/A) in blocks that do no	ot apply.
1-13 complete for all mowers, $14-2$	24 complete for engine powered only.	
 WHEELS AND TIRES FRAME – Check bent, I GEAR BOXES – Check DRIVE SHAFTS, SLIP DRIVE BELTS – Check SLIP CLUTCHES – Check 	adition and mounting. neck condition and operation — Check condition, Check air pressure, Check bearing adjust broken or twisted frame. k OIL qtrs. Oil# JOINTS, U-JOINTS — Check condition. k and adjust tension and condition. neck condition and operation. DERS — Check leaks, ram condition, mounts hoses and lines.	ment.
	Check condition and mountings.	
	emove and sharpen blades.	
	TTER BARS - Check condition and operation.	
13 LUBRICATE – Service	all fittings, oil or grease all contact points, oil all linkage and p	
	CONTROLS- Check gauges, switches, controls, and warning	
	OIL AND FILTERSqtrs. Oil#	Filter#
	HECK AIR FILTER.	
	tank sediment. CHANGE FILTERS#	
	hts, reflectors, wiring and receptacles.	
19 JACK- Check operation		
	Check all safety devices for proper operation and interlocks. on, check condition and adjust if needed.	
	CHECK COOLANT pts. Coolant # just coolant protected to (-20 to -40) degrees.	
23 HITCH - Check hitch co		
	ICE STICKER, ADD 6 MOUNTHS AND 200 HRS.	
KEI ENCE I/M SERV	TOD STICKERS (IDD VIVIOUTING IN ID AVVIIIO)	
REMARKS		
Shop Supervisor's Signature 10/01/08	Mechanic's Signature	

RIDING MOWERS, TOWED MOWERS, LIFT TYPE MOWERS

Oils, fluids, lubes, filters- must meet or exceed O E M specifications

C SERVICE

Vehicle NumberHours	Date
Place (\sqrt{N}) in blocks that are satisfactory. Place (X) in blocks that is unsatisfactory. Place (N/A) in blocks that do not apply.	
1-13 complete for all mowers, $14-24$ complete for engine powered only.	
1 SHIELDING-Check condition and mounting.	
 2 HEIGHT CRANK – Check condition and operation. 3 WHEELS AND TIRES – Check condition, Check air pressure, Check bearing adjustment. 	
4 FRAME – Check bent, broken or twisted frame.	
5 GEAR BOXES -CHANGE OIL qtrs. Oil#	
6 DRIVE SHAFTS, SLIP JOINTS, U-JOINTS – Check condition.	
7 DRIVE BELTS – Check and adjust tension and condition.	
8 SLIP CLUTCHES – Check condition and operation.	
9 HYDRAULIC CYLINDERS – Check leaks, ram condition, mounts hoses and lines.	
10 PULLYS, IDLERS – Check condition and mountings.	
11CUTTING EDGES – Remove and sharpen blades.	
12 REELS, ROTORS, CUTTER BARS - Check condition and operation.	
13 LUBRICATE – Service all fittings, oil or grease all contact points, oil all linkage and pivots. Per C) E M spec.
14INSTRUMENTS AND CONTROLS- Check gauges, switches, controls, and warning devices.	
15 ENGINE - CHANGE OIL AND FILTERS qtrs. Oil# Filter#	
16 AIR BREATHER - CHANGE AIR FILTER ELEMENT#	4
18 LIGHTS –Check all lights, reflectors, wiring and receptacles.	_
19 JACK- Check operation	
20 SAFETY DEVICES – Check all safety devices for proper operation and interlocks.	
21 BRAKES- Test operation, check condition and adjust if needed.	
22 COOLING SYSTEM -CHANGE COOLANT & FILTERpts. Coolant #	
Adjust coolant protected to (-20 to -40) degrees.	
23 HITCH - Check hitch condition, safety chains.	
24REPLACE P/M SERVICE STICKER, ADD 6 MOUNTHS AND 200 HRS.	
REMARKS	
Shop Supervisor's Signature Mechanic's Signature	

Shop Supervisor's Signature 10/01/08 MOWERS C

GENERATORS STANDBY

PG 11

OILS, FLUIDS, LUBES, FILTERS---MUST MEET OR EXCEED O E M SPECIFICATIONS

BUILDING #Hours
DATE
A SERVICE
Place $()$ in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory. Place (N/A) in blocks that do not apply.
INSTRUMENTS AND CONTROLS- Check gauges, switches, controls and warning devices. SHIELDING- Check condition and mounting. FRAME / DECK / BODY- Check condition. SAFTY EQUIPMENT- Fire extinguisher check. EXHAUST SYSTEM- Check muffler and connections, rain cap. BATTERYS- service, check fluid level. Check and clean connections if needed. VISUAL WALKAROUND INSPECITON-Check for leaks. AIR CLEANER – Dry type check and clean. Check restriction gauge.
AIR CLEANER – Dry type check and clean. Check restriction gauge. FUEL SYSTEM-Drain tank sediment. CHANGE FILTERS, PRI. # SEC.#
0EXHAUST SYSTEM- Check muffler and connections for leaks. 1BATTERIES- Adjust Electrolyte level. Check cables, connections. 2SAFETY DEVICES – Check all safety equipment.
3 COOLING SYSTEM — Adjust coolant level and coolant to, (-20 to -40) Degrees.
Test conditioner concentration & adjust, D C A Coolant# Check block heaters.
4 RADIATOR / FAN- Check water pump, fan, radiator fins & air intake screens for restrictions, belt tensioner. 5 ENGINE-CHANGE OIL AND FILTER, Oil qtrs, Oil # Filter# 6 REPLACE P/M SERVICE STICKER, ADD 6 MONTHS AND 200 HOURS.
REMARKS
hop Supervisor's Signature Mechanic's Signature

09/30/08 GENERATOR A

GENERATORS STANDBY

PG 12

OILS, FLUIDS, LUBES, FILTERS---MUST MEET OR EXCEED O E M SPECIFICATIONS

BUILDING #	Hours
DATE	
	are satisfactory. Place (X) in blocks that is unsatisfactory. Place (N/A) in blocks that do not apply.
2 SHIELDING- CH 3 FRAME / DECK 4 SAFTY EQUIPN 5 EXHAUST SYS' 6 BATTERYS- ser 7 VISUAL WALK	AND CONTROLS- Check gauges, switches, controls and warning devices. BODY— Check condition. MENT- Fire extinguisher check. TEM- Check muffler and connections, rain cap. Vice, check fluid level. Check and clean connections if needed. AROUND INSPECITON-Check for leaks. Dry type, CHANGE AIR FILTER, Filter#
9 FUEL SYSTEM 10 EXHAUST SYS 11 BATTERIES- A 12 SAFETY DEVICE	Drain tank sediment. CHANGE FILTERS, PRI. #SEC. # TEM- Check muffler and connections for leaks. djust Electrolyte level. Check cables, connections. CES – Check all safety equipment. FEM — CHANGE COOLANT AND FILTER, Adjust coolant to (-20 to -40) Degrees.
14RADIATOR / FA 15ENGINE-CHAN	Test conditioner concentration & adjust, D C A Coolant# Check blocks heaters. N- Check water pump, fan, radiator fins & air intake screens for restrictions, belt tensioner. GE OIL AND FILTER, Oil qtrs, Oil # Filter# SERVICE STICKER, ADD 6 MONTHS AND 200 HOURS.
REMARKS	
Shop Supervisor's Signatu	re Mechanic's Signature
09/30/08 GENER	ATOR C

TRUCKING EQUIP ABOVE ONE TON

Pg 13

2 TON DUMPS, ASPHALT TRUCK, CREW CABS, TRANSPORTS, 8 and 12 YARD DUMPS, KNUCKLE BOOM TRUCK, PASSENGER BUS

OILS, FLUIDS, LUBES, FILTERS –MUST MEET OR EXCEED O E M SPECIFICATIONS

Note: On ford trucks with 6.0-liter engine	e use o e m oil filter only.	
A SERVICE Vehicle No.	Mileage	Date
Place ($\sqrt{\ }$) in blocks that are satisfactory. not apply.	Place (X) in blocks that is uns	atisfactory. Place (N/A) in blocks that do
1INSTRUMENTS AND CONTROLS devices.	□ C heck all instruments, gar	uges, switches, controls and warning
2 HORN — Inspect and check for prop	per operation. Air and Electric.	
3 SEAT BELTS ☐ Check fabric and 4 BRAKE AND CLUTCH ☐ Test to	operation.	ropostr about nadal free travel. Test
parking Brake.	determine it both functions p	ropeny, check pedai free traver. Test
5 GLASS AND MIRRORS□ Check:	for operation and serviceabili	ty.
6BODY CONDITION ☐ Rust/Accide mud flaps, body cover.	ent Damage, Check fifth whee	l, safety chain, hinges, latches, props.
7 WINDSHIELD WIPERS AND WA	SHERS □ Check blades and	operation.
8 LIGHTS, LENSES/REFLECTORS		, broken or damaged lenses, * Replace
bulbs as needed.	-11:::	1. The Lance Table 1. The American Military
9 TRAILER CONNECTIONS C he 10 STEERING AND SUSPENSION C	Raise frt. w heels, inspect k	ds, air noses, nitch condition. ingpins, wheel bearings. Check for
looseness, wear.		
11LEAKS □ visually inspect the engindication of leaking.	ne compartment, gear cases, b	packing plates, hub seals, and fuel tanks for
12 EXHAUST SYSTEM ☐ Inspect n	nuffler, exhaust and tailpipe a	and all connections for leaks.
13DRIVELINE UNITS Check engi	ne, transmission, differential r	nounts, u joints, torques Trans and
14 WHEELS AND TIRES □ W heel	lugs for tightness, tires for dar	nage and wear, adjust air pressure, and
replace miss	sing valve caps.	
15 FRAME □ Check for cracks, loose 16 HYDRAULICS-□ Check Pump, Cy	bolts and rivets, condition of ylinders, Valves, for leaks, cond	t safety props. lition, mounts. C heck action and
operation.	ttings oil all control linkage l	ubricate per O M E apocifications
17 CHASSIS / BODY Service all fit 18 ENGINE CHANGE OIL @ FI	LTERS Its. Oil #	. Filter
#		
19AIR CLEANER □ W et type, clear element.	and change on pts. dry ty	ype check restriction gauge, clean
(8 AND 12 YD DUMPS (ONLY CHANGE AIR FILT	
20AIR COMPRESSOR □ clean air in 21BRAKE / CLUTCH MASTER CY	Itake, check mounting bolts a	nd hoses, check filter,
22DIFFERENTIAL (S) Check and	adjust fluid level.	s. C lean breathers. Fluid
#	,	
23TRANSMISSION, TRANSFER CA	$ASE \sqcup Adjust fluid level,$	_ pts. Fluid
24 POWER STEERING ☐ Check and	d adjust fluid level Pts	s. Fluid #
25 WINCH □ Check and adjust fluid	levél. Pts. Check cal	ple condition.
26 HYDRAULIC SYSTEM (1) Check 27 TWO SPEED AXLE SHIFT UNIT	and adjust fluid level P ☐ Check and adjust fluid lev	rel Check operation
28 WINDSHIELD WASHER □ Chec	k solvent level and top off.	o, oncom operation.
29FUEL FILTER – REPLACE FILT	`ERS,#	

condition. 31 COOLING SYSTEM- Adjust coolant level and coolant protected to, (-20° to -40°) degrees,
Coolant# Test conditioner concentration and adjust, D C A
FILTER#
32BATTERY - Check condition, cables, and terminals, clean if need Adjust electrolyte level.
33WIRING AND CONNECTIONS - Check for cracked and bare wiring.
34 AIR CONDITIONER AND HEATER, check operation. Check cabin air filter.
Brakes, - Check pads and shoe condition and record % left %. ADJUST BRAKES PER O E M
SPECIFICATION
AIR DRIER AND TANKS, check air drier operation, purge valve operation, drain air tanks, and check for
moisture.
37SAFETY EQUIP- Check backup alarm, raised body and P T O Warning lights.
38REPLACE P/M SERVICE INDICATOR ADD 6 MONTHS, 7500 MILES.
*STROBES, FLASHTUBES, ARROWBOARD BULBS NOT INCLUDED.
REMARKS
10/01/08
Shop Supervisor's Signature Mechanic's Signature

Dump Trucks A

TRUCKING EQUIPMENT ABOVE ONE TON

2 TON DUMPS, ASPHALTTRUCK, CREWCABS, TRANSPORTS,

tensioner

8 AND 12 YARD DUMPS, KNUCKLE BOOM TRUCK, and PASSENGER BUS.

	UBES, FILTERS – MUST MEET OR EX- liter engines use o e m oil filter only.	XCEED O E M SPECIFICATIONS
	Mileage	Date
Place ($\sqrt{\ }$) in blocks that are s not apply.	atisfactory. Place (X) in blocks that is u	nsatisfactory. Place (N/A) in blocks that do
1INSTRUMENTS AND C devices.	CONTROLS Check all instruments, g	gauges, switches, controls and warning
2 HORN - Inspect and che	eck for proper operation, Air and Electr	rie.
3 SEAT BELTS □ C heck 4 BRAKE AND CLUTCH	Test to determine if both functions	properly, check pedal free travel. Test
parking Brake.		
5 GLASS AND MIRRORS 6 BODYCONDITION Find flaps, body cover.	S Check for Operation and Serviceab Rust, Accident, damage, Check fifth w h	eel, safety chains, hinges, latches, props,
7 WÎNDSHIELD WIPERS 8 LIGHTS, LENSES/REF	S AND WASHERS Check blades an LECTORS – Inspect all lights and signa	nd operation. als, broken or damaged lenses, * Replace
10STEERING AND SUSP	NS □ Check condition of electrical co. ENSION □ Raise frt. w heels, check kir	rds, air hoses, Hitch condition. ngpins, wheel bearings, check for looseness,
wear. 11LEAKS □ visually inspindication of leaking.	ect the engine compartment, gear cases	, backing plates, hub seals, and fuel tanks for
12 EXHAUST SYSTEM ☐ 13 DRIVELINE☐ C heck 14 WHEELS AND TIRES	Inspect muffler, exhaust and tailpipe engine, transmission, differential mou ☐ Wheel lugs for tightness, tires for d replace missing valve caps.	e and all connections for leaks. unts, u joints, torques Trans and diff yokes. lamage and wear, adjust air pressure, and
15 FRAME □ C heck for of 16 HYDRAULIC SYSTEM 17 CHASSIS/BODY □ See 18 ENGINE -CHANGE O	cracks, loose bolts and rivets, condition M, Check Pump, Valves, Cylinders, hose cryice all fittings, oil all control linkage.	es and lines for leaks and condition.
# — 19AIR CLEANER \(\square\) Wet ELEMENT#	t type, clean and change oil pts., dr	y type CHANGE
20AIR COMPRESSOR □	clean air intake, check mounting bolts	s and hoses, CHANGE ELEMENT
21 BRAKE AND CLUTCH	HMASTER CYLINDER Check and	d adjust fluid level.
22DIFFERENTIAL (S) FLUID#	CHANGE FLUID clean breathers	qtrs
23 TRANSMISSION, TRA	NSFER CASE, CHANGE FLUID @	FILTERS QTS. Fluid
24 POWER STEERING ☐ 25 WINCH ☐ C heck and	C heck and adjust fluid level Pts	s. Fluid #
26HYDRAULIC SYSTEN	C heck and adjust fluid level Pts adjust fluid level Pts. C heck // CHANGE FILTERS #	Adjusts fluid level,
Pts. Fluid #		
27TWO SPEED AXLE SE 28 WINDSHIELD WASHI	IIFT UNIT □ C heck and adjust fluid le ER □ C heck solvent level and top off. NGE FILTERS.#	evelPts. C neck operation.
29 FUEL FILTER – CHAN	NGE FILTERS. #	······································
30 DRIVE BELTS AND H	OSES C heck tension and service al	bility Adjust belts if needed Check

Dump Trucks C	
Shop Supervisor's Signature	Mechanic's Signature
10/01/08	
REMARKS	JEBS NOT INCLODED.
*STROBES, FLASHTUBES, ARROWBOARD BU	II BS NOT INCLUDED
38Replace P/M SERVICE STICKER. ADD 6 MONTHS, 75	500 MILES.
37SAFETY EQUIPMENT- Check backup alarm, Raised body	
Operation. Drain tanks.	
36 AIR DRIER/TANKS. CHANGE DESSICCANT CARTRID	OGE # . Check Purge Valve
O E M SPECIFICATION	70 ICIT70. ADJUST BRAKESTER
35 Brakes, - Check pads, shoe and drum condition and record 9	% left % ADJUST RRAKES PER
FILTER#	IANGE CADIN AIR
WIRING AND CONNECTIONS - Check for cracked and b AIR CONDITIONER AND HEATER, check operation. CI	are wiring.
BATTERY - Check condition, cables, and terminals, clean i	i needed. Adjust electrolyte level
A . Filter# Coolant#	
Test conditioner concentration and adjust, D C	
-40°) degrees,	
31 COOLING SYSTEM, CHANGE COOLANT @ FILTER. A	Adjust coolant temperature protected to, (-20° to

TRUCKING EQUIPMENT ABOVE ONE TON

SIGN TRUCKS, BUCKET TRUCK, POST DRIVER, HERBICIDE UNIT.

(SEWER CLEANER USE HR METER)

PG 15

OILS, FLUIDS, LUBES, FILTERS – MUST MEET OR EXCEED O E M SPECIFICATIONS

A SERVICE CHASSIS / CAB ONLY

Vehicle No	Mileage	Date
	Hours	
Place ($$) in blo not apply.	ocks that are satisfactory. Place (X) in blocks that	is unsatisfactory. Place (N/A) in blocks that do
1INSTRUMI devices.	ENTS AND CONTROLS Check all instrument	ts, gauges, switches, controls and warning
3 SEAT BEL	nspect and check for proper operation. Air and Electric C heck fabric and operation.	
parking	ND CLUTCH Test to determine if both funct	ions properly, check pedal free travel. Test
Brake. 5GLASS and	d MIRRORS Check for operation and services	ability.
7 WINDSHIE	CAB Rust/Accident damage, Check mud flap ELD WIPERS AND WASHERS Check blade ENSES/REFLECTORS – Inspect all lights and steeded.	S.
9TRAILER (10STEERIN	CONNECTIONS	al cords, air hoses, hitch condition. beet kingpins, wheel bearings, check for
looseness, v 11 LEAKS Indication of	visually inspect engine compartment, gear case	s, backing plates, hub seals, fuel tanks for
12 EXHAUS' 13 DRIVELIN	T SYSTEM □ Inspect muffler, exhaust and tail r NE UNITS□ C heck engine, transmission, differ	oipe and all connections for leaks. ential mounts, u joints, torque trans @ diff
yokes. 14WHEELS	AND TIRES Wheel lugs for tightness, tires for	or dam age and wear, adjust air pressure, and
15FRAME □ 16 HEATER/	sing valve caps. Check for cracks, loose bolts and rivets AIR CONDITIONER. CHECK CABIN AIR FII	TER.
18ENGINE	/ CAB ☐ Service all fittings, oil all control linka☐ CHANGE OIL @FILTER Qtrs. Oil#	Filter
19AIR CLEA		pts. Dry type check restriction
20AIR COMI 21BRAKE /	PRESSOR □ clean air intake, Check mounting b CLUTCH MASTER CYLINDER □ C heck and NTIAL (S)□ Check and adjust fluid level, clean	adjust fluid level.
23TRANSM	ISSION, TRANSFER CASE Adjust fluid leve	el pts. Fluid POWER STEERING
fluid level _ 25TWO SPE	Pts. Fluid # $_{f ED}$ AXLE SHIFT UNIT \Box C heck and adjust flu	id level Pts. C heck operation.

 WINDSHIELD WASHER □ Check solvent level and top FUEL FILTER - REPLACE FILTERS # DRIVE BELTS AND HOSES □ Check tension and services COOLING SYSTEM- Adjust coolant level, adjust coolant tendegrees. Coolant# Test conditioner concentration and BATTERY - Check condition, cables, and terminals, Clean if WIRING AND CONNECTIONS - Check for cracked and basing AIR CONDITIONER / HEATER, check operation. 	ability. Adjust belts if needed. Check tensioner. mperature protected to, (-20° to -40°) adjust, D C A fineeded. Adjust Electrolyte level.
33 Brakes, - Check pads and shoe condition and record % left	%. ADJUST BRAKES PER O E M
SPECIFICATION 34 AIR DRIER / TANKS, check air drier operation, purge valve 35 SAFETY EQUIP—Check back up alarm. 36A Replace P/M SERVICE STICKER. ADD 6 MONTHS, 75 36B REPLACE P/M SERVICE STICKER ADD 6 MONTHS	500 MILES.
*STROBES, FLASHTUBES, ARROWBOARD BULBS NOT INCLUDED	
	09/23/08
Shop Supervisor's Signature	Mechanic's Signature

Bucket Trucks A Service

TRUCKING EQUIPMENT ABOVE ONE TON

SIGN TRUCKS, BUCKET TRUCK, HERBICIDE UNIT.

(SEWER CLEANER USE HR METER)

PG 16

OILS, FLUIDS, LUBES, FILTERS – MUST MEET OR EXCEED O E M SPECIFICATIONS

C Service CHASSIS CAB ONLY

Vehicle No.	Mileage	Date
	Hours	
Place ($$) in block not apply.	ks that are satisfactory. Place (X) in blocks that is unsatisfa	actory. Place (N/A) in blocks that do
1INSTRUMEN devices.	NTS AND CONTROLS Check all instruments, gauges,	switches, controls and warning
	pect and check for proper operation, Air and Electric.	
3 SEAT BELTS	S Check fabric and operation.	
4BRAKE ANI	OCLUTCH Test to determine if both functions prope	erly, check pedal free travel. Test
parking Brake.		
5 GLASS AND	MIRRORS Check for Operation and Serviceability.	
6 CHASSIS / C.	AB □ Rust/Accident damage. Check mud flaps. D WIPERS AND WASHERS □ Check blades.	
7WINDSHIEL	D WIPERS AND WASHERS Check blades.	
8LIGHTS, LE	NSES/REFLECTORS – Inspect all lights and signals, bro	oken or damaged lenses, *Replace
bulbs as needed.		
9 TRAILER CO 10 STEERING 11 LEAKS V	ONNECTIONS Check condition of electrical cords, air AND SUSPENSION Raise frt. wheels, inspect kingpi Visually inspect, engine compartment, gear cases, backing	r hoses, H itch condition. ins, wheel bearings. plates, hub seals, fuel tanks for
indication of	leaking.	
12_EXHAUST S	YSTEM Inspect muffler, exhaust and tailpipe and all	connections for leaks.
13DRIVELINE	E UNITS Check engine, transmission, differential mour yokes.	nts, u joints, torque trans @ aijj
14 WHEELS AT	ND TIRES Wheel lugs for tightness, tires for dam age	and we are proper inflation replace
TTWILLED A	missing valve caps.	and wear, proper initiation, replace
15 FRAME □ 0	C heck for cracks, loose bolts and rivets	
16 HEATER /A	IR CONDITIONER CHANGE CARIN FILTER	
17CHASSIS /	CAB□ Lube all fittings, oil all control linkage, lubricat	te per O E M specifications.
18ENGINE □C	CAB Lube all fittings, oil all control linkage, lubricate CHANGE OIL @ FILTERS Qtrs. Oil#	Filter
#	•	
ELEMENT#	NER	Ory type CHANGE
	RESSOR Check mounting bolts and hoses, CHANGE	FILTER
ELEMENT#	Chick mounting both and nobbly Child (GE)	
21 BRAKE / CI	LUTCH MASTER CYLINDER Check and adjust fluid	d level.
22 DIFFERENT	ΓIAL (S)□ CHANGE FLUID Pts. ′	
FLUID#		
	SION, TRANSFER CASE, CHANGE FLUI D @ FILTE	ERS, Fluid #,
Filter#		

EXHIBIT "D" SUPPLY SPECIFICATIONS FOR VEHICLE AND EQUIPMENT SERVICES TYPE A AND C

EXHIBIT "D" SUPPLY SPECIFICATIONS FOR

VEHICLE AND EQUIPMENT SERVICES TYPE A AND C

FILTERS, BELTS, HOSES, ETC. for each vehicle and/or equipment shall be cross referenced and verified using the Vehicle Identification Number (VIN) prior to use.

OILS & FLUIDS: **MUST MEET OR EXCEED O E M SPECIFICATIONS.** Items below are only examples.

The recommended oil & fluid can be obtained from the vehicle/equipment owner's manual.

ANTIFREEZE-No recycled antifreeze will be used during any services.

MOTOR OIL-

BP 707501 VANELLUS MCS-3 SAE 30

API Service CH-4, CG-4, CF-4, CE, CD/SJ, SH

Or must meet or exceed API CH-4 Performance

TRACTOR FLUID-

COASTAL MULTIUTRAC TRACTOR FLUID or must meet or exceed

ALLIS-CHALMERS PF-821 FORD M2C86-B; M2C134C

ALLISON C-4 M.F. PERMATRAN III

CATERPILLAR TO-2 KUBOTA UTF

DEVTZ HTF JOHN DEERE J20-C; 303

J1 CASE MS-1206, PTF QUATROL

MS-1210, TCH

TRANSMISSION FLUID

COASTAL DEXRON III MERCN ATF or must meet or exceed

ALLISON C-4 AND CATERPILLAR TO-2

HYDRAULIC FLUID

COASTAL PREMIUM HYDRAULIC AW 46 OR MUST MEET OR EXCEED

DENISON HF-0 & HF-Z

VICKERS M-290-S & I-286-S

CINCINNATI MILACRON P-70

PACKING GREASECHEVRON ULTRA-DUTY GREASE

EP NLGI 2

Anti-Wear

REAR END GEAR

CHEVRON RPM UNIVERSAL GEAR LUBRICANT SAE 80W-90 or must meet or exceed

MIL-L-2105D

MACK FO-F

MACK FO-H

EXHIBIT "E" CONTRACT WORK ORDER

EXHIBIT "E" CONTRACT WORK ORDER

DATE IN:	NAME:	
		PICKED UP BY
DOT #:	START DATE:	COMPLETED DATE:
MILES: EQUIPMENT TYPE:	HOURS:	
SERVICE TO BE PERFORME	CD "A" "C"	
	REMARKS:	

EXHIBIT "F" PRICE SHEET

Exhibit "F" Price Sheet Part 1

On Road Equipment Only Maintenance Services

		TYPE A	TYPE C	Total Price for
VEHICLE/EQUIPMENT	Each	Unit Price	Unit Price	A and C
1.5 & 2 Ton Crew Cabs, Knuckle Boom, Herbicide, Asphalt, Trucks	14	\$0.00	\$0.00	\$0.00
8 and 12 yd. Dumps, Transport Tractors	9	\$0.00	\$0.00	\$0.00
Sewer Cleaner, 50 & 60 ft. boom trucks (CHASSIS CAB ONLY)	3	\$0.00	\$0.00	\$0.00
Trailers under 35 ton	9	\$0.00	\$0.00	\$0.00
Trailers 35 ton and up	3	\$0.00	\$0.00	\$0.00
GRAND TOTALS		\$0.00	\$0.00	\$0.00

^{**} All Prices include salaries, overhead, fringe, and operating margin.

OFF Road Equipment Only Maintenance Services

Part 2

		TVDE A	TVDE C	Tatal Daise Co.
		TYPE A	TYPE C	Total Price for
VEHICLE/EQUIPMENT	Each	Unit Price	Unit Price	A and C
Excavator - rubber tire	1	\$0.00	\$0.00	\$0.00
Track hoe / Dozier/ 4 YD Loader	3	\$0.00	\$0.00	\$0.00
Grader / 2 YD Loader	2	\$0.00	\$0.00	\$0.00
Backhoe / Fork lift / Slope mower	3	\$0.00	\$0.00	\$0.00
Utility Tractors	1	\$0.00	\$0.00	\$0.00
Mini Excavator / Skid Steer Loader	3	\$0.00	\$0.00	\$0.00
250 C F M Air compressor	1	\$0.00	\$0.00	\$0.00
Wood Chippers	3	\$0.00	\$0.00	\$0.00
Light tower / (diesel)	2	\$0.00	\$0.00	\$0.00
	14 Eller	\$0.00	\$0.00	\$0.00
GRAND TOTALS				

^{**} All Prices include salaries, overhead, fringe, and operating margin.

Exhibit "F" Price Sheet

Vendors have the option to bid on part 1, part2 or ${f k}$
--

All items in the parts must be bid in order for the bid to be considered. Low bidder will be determined by the TOTAL BID AMOUNT for each part. THE DEPARTMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. This is a term Contract for an Indefinite Quantity whereby the Contractor agrees to furnish services during a prescribed period of time. The Department does not guarantee any specific quantity of vehicle and equipment services to be performed by the Contractor. Subject to the availability of funds. Unit Rates Will Apply to the Initial Term of the Contact and Any Renewals Periods. ** All Prices include salaries, overhead, fringe, and operating margin. The failure to use Exhibit "F" Price Sheet will result in the bid being automatically rejected.

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:	Fax:
E-mail:	
Authorized Signature:	Date:
Printed/Typed:	Title:

Milton Equipment List Exhibit "H"

Equipment Number	Year	Make	Model	VIN	Туре
DOT03392	1989	FORD	SIGN	1FDXK84P9KVA08310	TRK/2T SIGN W/PLATFORM
DOT05131	1989	FORD	F-800	1FDXK84A4KVA08114	TRK/BUCKET/60'
DOT06448	1992	FEATHERLITE	UNKNOWN	1FPL17200NA346448	TRL/FLAT BED 8.5X18
DOT06757	1993	FORD	LT9000	1FTYU90L3PVA22027	TRK/TRAC TRANSPORT/SLAB JACK
DOT06819	1983	CUSTO	TRAILER	1YB231431D1B1T119	TRL/TILT 6T 12000LB
DOT07696	1971	CHANCEY	UNKNOWN	711367LBT	TRL/35T/LOWBOY/8 WIDE/SLAB JACK
DOT07800	1981	FORD	68HP	C657580	TRACTOR 68HP
DOT08448	1987	EAGER BEAVER	UNKNOWN	112BTD323HT090004	TRL/TILT/9T
DOT11106	1994	SAMSUNG	UNKNOWN	HAY2081	EXCAVATOR/TRACK
DOT11643	2001	VOLVO	G710	X033070X	MOTOR GRADER/130HP
DOT11745	2004	CATERPILLAR	UNKNOWN	BFP13212	TRACTOR 74HP/LOADER/BACKHOE4x4
DOT11790	2005	JOHN DEERE	6415	L06415B449504	TRACTOR 95HP/BOOM MOWER
DOT11791	2005	CASE	LOADER	N5M401498	LOADER/SKID STEER
DOT11858	2006	CATERPILLAR	928GZ	DJD02619	LOADER 2.5YD
DOT11860	2006	CATERPILLAR	928G	K5K01018	LOADER 4YD
DOT11861	2006	YALE	6K LB	AE8422-06/6216A	FORKLIFT/DIESEL/6000LB
DOT11889	2007	KUBOTA	M954HDC	54770	TRACTOR 95HP/LOADER
DOT12001	2014	BOBCAT	E55 T4	AJ1911080	MINI EXCAVATOR
DOT12041	2016	CATERPILLAR	299D	CAT0299DPFD201546	LOADER/SKID STEER
DOT12049	2018	JOHN DEERE	650K	1T0650KKAHF323651	DOZER/650K
DOT24606	1995	FORD	LNT8000	1FDZW82E4SVA83334	TRK/SEWER CLEANER/16YD
DOT24986	1997	FORD	F-800	1FDXF80C2VVA09486	ASPHALT PATCH TRK
DOT26396	1999	CROSLEY	UNKNOWN	CTL823155XS010510	TRL/ UTILITY 8X23
DOT26464	2000	INTERNATIONAL	4700	1HTSCABL3YH251009	TRK/2TC2 DUMP
DOT26938	2000	STERLING	L7500	2FZNALBB1YAG73789	TRK/14YD DUMP/ELECT. SPREADER
DOT27133	2001	STERLING	L7500	2FZHATBS11AH58943	ATTENUATOR/TRK/14YD DUMP
DOT27386	2000	GMC	C7H042	1GDK7H1C9YJ527225	PUT/2TR2/HERBICIDE
DOT27695	2001	STERLING	L7500	2FZHATBS21AJ93731	ATTENUATOR/TRK/14YD DUMP
DOT27826	2002	INTERNATIONAL	4700	1HTSCABL32H409369	TRK/2TC2 DUMP
DOT28412	2003	INTERNATIONAL	7400	1HTGLAAT93H560287	TRK/14YD DUMP
DOT28563	2002	VERMEER	VERMEER	1VRN1416621008002	TRL MOUNT WOOD CHIPPER
DOT28694	2003	VERMEER	WOOD	1VRU1614831000703	TRL MOUNT WOOD CHIPPER
DOT28790	2004	INTERNATIONAL	7400	1HTWGADT64J026699	TRK/14YD DUMP
DOT28791	2004	INTERNATIONAL	7400	1HTWGADT74J026694	TRK/14YD DUMP/ELECT. SPREADER
DOT28804	2004	INTERNATIONAL	4200	1HTMPAFL25H691757	TRK/2TC2 DUMP/ DC CREW
DOT28888	2003	INTERNATIONAL	7400	1HTWHAPRX4J080038	TRK/8YD DUMP/ELECT. SPREADER

Milton Equipment List Exhibit "H"

					TRK/8YD DUMP/HYD.
DOT28889	2003	INTERNATIONAL	7400	1HTWHADR13J078886	SPREADER/PLOW
DOT28923	2004	INTERNATIONAL	4200	1HTMPAFL84H607066	TRK/2TC2 DUMP
DOT29010	2004	VERMEER	BC1400	1VRU1614441001154	TRL MOUNT WOOD CHIPPER
DOT29202	2004	PACE AMERICAN	UNKNOWN	4FPAB16265G088820	TRL/SAFETY/ENCLOSED/8X16
DOT29422	2006	STERLING	L9500	2FWJAZDE46AV90650	TRK/TRAC TRANSPORT
DOT29506	2005	TEREX	PORTABLE	FYF-12139	LIGHT TOWER
DOT29507	2005	TEREX	PORTABLE	FYF-12140	LIGHT TOWER
DOT29558	2005	PERFORMANCE	UNKNOWN	40ZBA20275P131587	TRL/BOAT #11794
DOT29559	2005	FORD	F-650 SUPER DUTY	3FRWW65Y36V238731	TRK/2TC2 DUMP
DOT29691	2006	ANDERSON	DUMP	4YNBN14226C036915	TRL/DUMP 6T 12000LB
DOT29791	2006	ANDERSON	UNKNOWN	4YNBN16226C038466	TRL/UTILITY 6'X16'
DOT29801	2006	ANDERSON	UNKNOWN	1S9AU10116C722115	TRL/UTILITY 6'X16'
DOT30094	2007	INTERSTATE	UNKNOWN	1JKLBG7007M008160	TRL/35T/LOWBOY/8 WIDE
DOT30843	2008	WANCO	ARROW BOARD	5F11D101681002668	ARROW BOARD TRL MOUNT
DOT30874	2008	INTERNATIONAL	4300	1HTJTSKN98H680576	TRK/2TC2 DUMP/DC CREW
DOT31031	2007	STERLING	LT9500	2FZHAZCG97AY49154	TRK/14YD DUMP/HYD. SPREADER
DOT31068	2009	INGERSOLL RAND	P250	4FVCABAA49U406188	AIR COMPRESSOR/250CFM
DOT31069	2009	INTERNATIONAL	4200	1HTJTSKN99H145524	TRK/2TC2 DUMP/DC CREW
DOT31341	2009	GRADALL	XLS4100	4160000039	EXCAVATOR/RUBBER TIRE
DOT31357	2010	FREIGHTLINER	M2 106	1FVACWDT6ADAS3254	TRK/2TC2 DUMP
DOT31416	2010	WITZCO	CHALLENG	1W8A11F30AS000117	TRL/50T DROP DECK/10 WIDE
DOT31540	2011	FREIGHTLINER	M2 106	1FVACXDT9BDBA6373	TRK/2T BOOM
DOT32185	2016	FREIGHTLINER	M2 106	1FVACXDT3GHHT0142	TRK/2TC2 DUMP/DC CREW

375-040-19 PROCUREMENT OGC = 06/18 Page 1 of 10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD WRITTEN AGREEMENT

	Agreement No. Financial Project I.D. F.E.I.D. No.: Appropriation Bill Number(contract, pursuant to s. 216		
		s)/Line Item Number(s) for 1st year of	
		• •	(required for contracts in excess of \$5 million)
	Procurement No.:	DOT-ITB-20)-3012-KW
	DMS Catalog Class No.:	78181500 &	78181507
BY THIS AGREEMENT, made and ent	ered into on		by and between the
STATE OF FLORIDA DEPARTMENT OF TRANS	PORTATION, hereinafter ca	alled the "Dep	partment" and, of
duly authorized to conduct business in the State of	f Florida, hereinafter called	"Vendor," he	reby agree as follows:

SERVICES AND PERFORMANCE

- A In connection with <u>Vehicle and Equipment Maintenance Services Type A and C for "Off Road" Equipment for the Milton Operations Center</u>, 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 Transportation Operations

2. TERM

Α

	through completion of all services required or <u>36 months</u> , 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 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.

Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect

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.

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 in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- 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 reprocurement 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.
- 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.
- 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.

	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' CompensationLaw.
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.
- 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.
- 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.
- 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.
- 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:
 - 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
 - shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K Time is of the essence as to each and every obligation under this Agreement.
- L The following attachments are incorporated and made a part of this agreement:

Exhibit "A" Scope of Services

Exhibit "B" Types of Equipment

Exhibit "C" Description of Services Exhibit "D" Supply Specifications

Exhibit "E" Contract Work Order Exhibit "F" Price Sheet

E Liliu IIOII Marthaul a CO

Exbibit "G" Method of Compensation Exhibit "H" Milton Equipment List

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.

Name of Vendor			DEPARTMENT OF TRANSPORTATION		
BY:	Authorized Signature	BY:	Authorized Signature		
	(Print/Type)		Jason Peters, P.E. (Print/Type)		
Title:		Iitle:	Director of Transportation Operations		
	E	FOR DEPARTMENT L	JSE ONLY		
AP	PROVED:		LEGAL REVIEW		
Co	ntractual Services Administrator				

EXHIBIT "G"

METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization" will be issued for each project scheduled.

3.0 COMPENSATION:

The total of all authorizations shall not exceed a Budgetary Ceiling of \$25,000.00.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "F", and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Letter of Authorization" shall be issued by the Project Manager. All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each "Letter of Authorization", the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made at the contract hourly billing rates in Exhibit "F", for services provided, as approved by the Department. The contract hourly billing rates shall include the costs of salaries, overhead,

fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts).

Invoices shall be submitted to: Florida Department of Transportation

Attn: Charles (Danny) Hoomes
6025 Old Bagdad Highway
Milton, Florida 32583

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.

If DBE utilization was certified, DBE payments are to be input each month at the following link: https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/

New users reporting DBE payments will need to contact the FDOT Service Desk at <u>FDOT.ServiceDesk@dot.state.fl.us</u> to get a BizWeb user ID and password to access the application.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check	off eac	h 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.
1.11	4.	"Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the
bid res	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 <u>www.myflorida.com</u> 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, <u>on or before</u> the Bid Due Date and Time designated in the ITB.
	9.	On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:
		Bid No.:
		Title:
		Opening Date & Time: See "TIMELINE" in INTRODUCTION SECTION