

FLORIDA DEPARTMENT OF TRANSPORTATION



ITB-DOT-17/18-8003-GB

**ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

**FPI No.: 192569-1-7B-01
FPI No.: 439168-1-7B-03**

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

Sealed Invitation to Bid Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, November 28, 2017**, for the following project:

BID NO.: ITB-DOT-17/18-8003-GB

SCOPE OF SERVICES: The Florida Department of Transportation, Florida's Turnpike Enterprise (hereinafter referred to as the "Department") under this Agreement seeks a vendor to provide all labor, materials, equipment and incidentals necessary to perform maintenance, repair, inspection, installation, testing, certification, verification and replacement of electrical, life safety and lightning protection systems at various locations along Florida's Turnpike System.

Vendor's Qualifications

The Vendor shall maintain and keep in force throughout the life of the Contract, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Contract in default, and subject to the terms of Chapter 6, Termination and Default, of the Standard Written Agreement.

1. Certification and Registration
 - A. The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Electrical Contractor in accordance with Chapter 489, Part II, Florida Statutes. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Part II, Florida Statutes, under the respective trade category for the work to be performed under this Contract.
 - B. All Journeymen Electricians shall be licensed in accordance with Chapter 489, Part II, Florida Statutes. All sub-vendors shall be properly licensed, meeting the requirements of Chapter 489, Part II, Florida Statutes, under the respective trade category for the work to be performed under this Contract.
 - C. The Vendor or sub-vendor shall be certified in accordance with the National Fire Protection Association (NFPA 72) for Fire Alarm Systems and shall also be experienced in the inspection, maintenance and repair of all aspects of fire alarm systems.
 - D. The Vendor or sub-vendor shall be certified by the Lightning Protection Institute for lightning protection systems and shall also be experienced in the inspection, maintenance and repair on lightning protection systems in accordance with the National Fire Protection Association, NFPA 70, NFPA 780, and all other requirements that govern the installation of lightning protection systems.
 - E. The Vendor or sub-vendor shall hold all certificates/licenses, authorizing the Vendor or sub-vendor to perform the specified work in Okeechobee, Osceola, Orange, Lake, Sumter and Seminole Counties. The class of certificates/licenses shall be applicable to the type of services required in this Contract.

A copy of all required licenses and/or certification(s) for this Contract shall be submitted and included with the Vendor's bid package.

2. Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the counties the services are being provided, prior to Contract execution.

3. Certification of Experience

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the scope of work for this Contract for a minimum of three (3) years. Submit the Certificate of Experience Documentation Form 1, with the bid package.

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

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

For services contracts, all out-of-State corporations, out-of-State limited liability companies, and out-of-State limited partnerships must be authorized to do business in the State of Florida.

For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the FL Department of Business and Professional Regulation.

For licensing, contact:

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

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

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the timeline of the attached solicitation, with agendas for the public meetings.

MFMP Transaction Fee:

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 Condition #14. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (0.7%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Scrutinized Companies Lists

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

Title VI of the Civil Rights Act of 1964

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

INSPECTOR GENERAL

The Contractor/Consultant/Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

MANDATORY PRE-BID CONFERENCE: The Department will convene a MANDATORY PRE-BID CONFERENCE for this Invitation to Bid (ITB) on **Wednesday, November 8, 2017 at 10:30am**. The meeting will be held at Florida Department of Transportation, Turnpike Enterprise Headquarters, Florida’s Turnpike, Milepost 263, Building 5315, Room 2167, Ocoee, Florida 32761. (407)532-3999.

FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID CONFERENCE WILL RESULT IN REJECTION OF THE BID. Bring a copy of the full advertisement package to the meeting.

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

http://www.myflorida.com/apps/vbs!/vbs www.search_r2.matching_ads

The Department reserves the right to reject any or all bids.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

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

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

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

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

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (407) 264-3058 OR E-MAIL TO Gail Brown at gail.brown@dot.state.fl.us

Bid Number: ITB-DOT-17/18-8003-GB

Title: ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION.

Bid Due Date & Time (On or Before): Tuesday, November 28, 2017 2:30pm

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

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this bid number (click on "BUSINESS," click on "Doing Business with the State," under "Everything for Vendors and Customers," click on "Vendor Bid System (VBS)," then click on "Search Advertisements," click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: Gail Brown (407) 264-3995, or e-mail to gail.brown@dot.state.fl.us.

FLORIDA DEPARTMENT OF TRANSPORTATION



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ESTIMATED QUANTITIES CONTRACT

FPI No.: 192569-1-7B-01

FPI No.: 439168-1-7B-03

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Department of Transportation



INVITATION TO BID

ITB-DOT-17/18-8003-GB

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Estimated Quantities Contract

FPI No.: 192569-1-7B-01

FPI No.: 439168-1-7B-03

CONTACT INFORMATION:

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

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

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

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

INTRODUCTION SECTION

1) INVITATION

The 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 all labor, materials, equipment and incidentals necessary to perform maintenance, repair, inspection, installation, testing, certification, verification and replacement of electrical, life safety and lightning protection systems at various locations along Florida's Turnpike System. It is anticipated that the term of the Contract will begin on or about January 1, 2018 and be effective for twelve (12) 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
MANDATORY PRE-BID CONFERENCE (See Note 1) Florida Turnpike Headquarters Florida's Turnpike, Milepost 263.0 Turkey Lake Service Plaza, Bldg. 5315, Rm 2167 Ocoee, Florida 34761 (407) 532-3999	November 8, 2017	10:30 AM
DEADLINE FOR TECHNICAL QUESTIONS There is no deadline for administrative questions. Via email to gail.brown@dot.state.fl.us Reference: ITB-DOT-17/18-8003-GB	November 14, 2017	05:00 PM
BIDS DUE (ON OR BEFORE) – (See Note 1, 2) Florida Turnpike Headquarters Florida's Turnpike Milepost 263.0 Turkey Lake Service Plaza, Bldg. 5315, Rm 2167 Ocoee, Florida 34761 (407) 532-3999	November 28, 2017	02:30 PM
PUBLIC OPENING Florida Turnpike Headquarters Florida's Turnpike Milepost 263.0 Turkey Lake Service Plaza, Bldg. 5315, Rm 2167 Ocoee, Florida 34761 (407) 532-3999	November 28, 2017	02:30 PM
POSTING OF INTENDED DECISION/AWARD Internet's Vendor Bid System	December 5, 2017, 05:00 PM Through December 8, 2017, 05:00 PM	

Note 1: All meetings listed in Timeline, are open to the public.

Note 2: It is the bidder's responsibility to assure that the bid is delivered to the proper place on or before the bid due date and time. Bids which for any reason are not so delivered will not be considered.

3) BID OPENING AGENDA

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

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

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

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

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

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the Procurement Agent 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. However, all vendors should be aware, that effective July 1, 2017 through June 30, 2018, in accordance with Senate Bill 2502, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

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

3) QUESTIONS & ANSWERS

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

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS," click on "Doing Business with the State," under "Everything for Vendors and Customers," click on "Vendor Bid System (VBS)," click on "Search Advertisements,") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to **Gail Brown** at one of the following addresses: gail.brown@dot.state.fl.us or Florida's Turnpike Headquarters, Florida's Turnpike, M.P. 263, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761.

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3995

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

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

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

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

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

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award this Contract to the responsive and responsible bidder that submits the lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) MANDATORY PRE-BID CONFERENCE

A MANDATORY pre-bid conference will be held at the date, time and location in the Timeline. The purpose of this meeting is to provide an open forum for the Department to review the scope of services and respond to questions from potential bidders regarding the scope of services, ITB requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting Addenda to the ITB will be the sole prerogative of the Department.

Attendance at this pre-bid conference is MANDATORY. Failure by a bidder to attend or be represented at this pre-bid conference will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered.

9) QUALIFICATIONS

9.1 GENERAL

The Vendor shall maintain and keep in force throughout the life of the Contract, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Contract in default and subject to the terms of Chapter 6, Termination and Default, of the Standard Written Agreement.

9.1.1 Certification and Registration

- a) The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Electrical Contractor in accordance with Chapter 489, Part II, Florida Statutes. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Florida Statutes under the respective trade category for the work to be performed under this Contract.
- b) All Journeymen Electricians shall be license accordance with Chapter 489, Part II, Florida Statutes. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Florida Statutes under the respective trade category for the work to be performed under this Contract.
- c) The Vendor or sub-vendor shall be certified in accordance with the National Fire Protection Association (NFPA 72) for Fire Alarm Systems and shall also be experienced in the inspection, maintenance and repair of all aspects of fire alarm systems.
- d) The Vendor or sub-vendor shall be certified by the Lightning Protection Institute for lightning protection systems and shall also be experienced in the inspection, maintenance and repair on lightning protection systems in accordance with National Fire Protection Association NFPA 70, NFPA 780, and all other requirements that govern the installation of lightning protection systems.
- e) The Vendor or sub-vendor shall hold all certificates/licenses, authorizing the Vendor or sub-vendor to perform the specified work in Okeechobee, Osceola, Orange, Lake, Sumter and Seminole Counties. The class of certificates/licenses shall be applicable to the type of services required in this Contract.

A copy of all required license(s) and/or certification(s) for this Contract shall be submitted and included with the Vendor's bid package.

9.1.2 Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the counties the services are being provided prior to Contract execution.

9.1.3 Certification of Experience

The organized business enterprise (e.g. Corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the scope of work for this Contract for a minimum of three (3) years. Submit Certificate of Experience Documentation Form 1, with the bid package.

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

9.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" Form 1), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1, 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 posting of the intended 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 these criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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, Florida's Turnpike Enterprise Headquarters, Procurement Office, Gail Brown, Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

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

() The Vendor must have and maintain during the period of this Contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of at least \$_____. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this Contract.

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

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

12) PERFORMANCE BOND

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

13) METHOD OF COMPENSATION

View Exhibit "B," Method of Compensation.

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 Intended Award, (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

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

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the Vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

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.

22) BID SHEET

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

23) ESTIMATED QUANTITIES

The Department anticipates purchasing the estimated quantities shown on the bid sheet(s), for a one (1) year period of any contract resulting from this bid. The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing the actual quantities to be authorized under this Contract. The Vendor(s) shall supply, at bid prices, the actual quantities authorized regardless of whether the total of such quantities is more or less than anticipated. This bid and the resulting Contract will be subject to annual appropriated funding.

24) "DRUG-FREE WORK PLACE" PREFERENCE

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

25) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-17/18-8003-GB - Confidential Material." The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

Hand Delivery/UPS/FedEx/Carrier Service:

Florida Department of Transportation
Florida's Turnpike Headquarters
Florida's Turnpike, M.P. 263.0
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761-3069
Attn: Gail Brown
Phone # (407) 264-3995

USPS:

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

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

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

Form 1 – Certification of Experience Documentation (two (2) pages)
Form 2 – Drug Free Workplace Program Certification
Form 3 – Contractor Notification – Asbestos-Containing Materials
Form 4 – Scrutinized Companies Lists (bids of \$1 million or more)
Form 5 – Corporate Resolution

33) TERMS AND CONDITIONS

33.1 General Contract Conditions (PUR 1000)

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

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

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

Paragraph 31, Dispute Resolution - PUR 1000
Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

33.2 General Instructions to Respondents (PUR 1001)

The State of Florida’s General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

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

Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 5, Questions – PUR 1001

34) ORDER OF PRECEDENCE

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

1. Standard Written Agreement
2. Exhibit “A,” Scope of Services
3. Attachments “A” – “E”
4. Special Conditions
5. Exhibit “B,” Method of Compensation
6. Exhibit “C,” Bid Blank
7. General Conditions (PUR 1000)
8. Instructions to Respondents (PUR 1001)

35) SITE VISIT

Each bidder must fully acquaint themselves with the conditions which may in any manner affect the work to be done or the equipment, materials and labor required to perform the services required under the conditions of this bid. This may require an on-site visit. Ignorance of the conditions or requirements will not relieve the Vendor from their liability and obligation under the Contract. Bidders may request and make arrangements for a site visit by contacting Gail Brown at gail.brown@dot.state.fl.us.

FLORIDA DEPARTMENT OF TRANSPORTATION



FORMS

ITB-DOT-17/18-8003-GB

**ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

FPI No.: 192569-1-7B-01

FPI No.: 439168-1-7B-03

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I _____, _____, of _____,
(Print/Type Name) (Title)

_____, hereby certify that this Company has been in business for a
(Name of Business)
minimum of three (3) years and has the experience to perform the services requested by ITB-DOT-17/18-8003-GB.

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise to inquire for references as to my performance.

Signature: _____ Date: _____

Name of Business: _____

Note: In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business specifically related to the technical scope and volume of work to that specified in the scope of work for this Contract for the minimum number of years indicated above. Submit documentation of the work experience with the bid package.

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

Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Print out additional copies of the form or attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

**DRUG-FREE WORKPLACE PROGRAM,
 VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
 NOTICE OF INTENT TO SUBLET**

I, _____,
 (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) _____ (Title)
 of _____, hereby certify that;
 (Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, F.S.

B. Vehicle Operator License & Vehicle Registration

All operators driving Bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 F.S., and further states that all vehicles operated, or caused to be operated by said Bidder;

- Meet the financial responsibility requirements in accordance with Chapter 324 F.S., and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 F.S, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 F.S., and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

We ____ (do) ____ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractors</u>	<u>Percent</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

*Percentage must not be for more than 60% of the Contract total

Signature: _____ Date: _____
 Owner, President, Vice President or Designated Officer (Corp. Resolution*)

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

TO: All Contractors
FROM: Turnpike Asbestos Coordinator
(954) 975-4855
Pompano Beach, Florida
SUBJECT: ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

It is possible that you may encounter Asbestos-containing materials (ACM) while working in State-owned buildings since ACM are present in many of these buildings. The presence of ACM does not necessarily mean that a hazard exists. However, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid disturbance of ACM.

Prominently posted in each building is an "Occupant Notification" which summarizes known locations of ACM in that building. An Operations and Maintenance (O & M) plan has been developed for these known locations of ACM. Since the known locations may or may not include all ACM, workers must exercise caution and be watchful for materials that might contain asbestos. You must avoid inadvertently disturbing ACM or suspected ACM as you carry out your work.

If you need additional information regarding ACM in a particular building or would like to see a copy of the O & M Plan, contact the Building Asbestos Contact Person (BACPer) responsible for that building or the Turnpike Asbestos Coordinator. The specific designated BACPer (name and telephone) is listed on the "Occupant Notification."

If your work necessitates the disturbance of ACM, you shall take all precautions necessary to protect human health and the environment from asbestos fibers. At a minimum, you must use the procedures found in the O & M Plan; comply with all federal, state and local laws governing work with asbestos; assure that your employees are medically certified, trained and equipped with the proper personal protective devices for safe handling of ACM; and ensure that all employees performing work with ACM related to State-owned buildings execute a "Certificate of Worker's Acknowledgment" prior to beginning work. Immediately upon inadvertently or before disturbing ACM in any State-owned building you must notify the designated BACPer.

ACKNOWLEDGMENT OF ASBESTOS WARNING

I, _____ (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) _____ (Title)

of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

Asbestos-Containing Materials (ACM) Information for Turnpike Facilities and information on how to contact the Building Asbestos Contact Person (BACPer), for information regarding how to find out where asbestos-containing materials are located and how to avoid any contact with ACM.

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution*)

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

Florida Statutes
287.135

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

PROCUREMENT
OGC – 07/17

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

CORPORATE RESOLUTION OF

(recite name of Business)

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

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

CERTIFICATE OF RESOLUTION

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

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

Signature of Secretary

Name of Secretary printed or typed

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

ITB-DOT-17/18-8003-GB

**ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

FPI No.: 192569-1-7B-01

FPI No.: 439168-1-7B-03

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: _____ 192569-1-7B-01, 439168-1-7B-03 _____

F.E.I.D. No.: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S. _____
(required for contracts in excess of \$5 million)

Procurement No.: _____ ITB-DOT-17/18-8003-GB _____

D.M.S. Catalog Class No.: _____ 72151500, 72151501 _____

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

1. SERVICES AND PERFORMANCE

- A. In connection with providing all labor, materials, equipment and incidentals necessary to perform maintenance, repair, inspection, installation, testing, certification, verification and replacement of electrical, life safety and lightning protection systems at various locations along Florida's Turnpike System, 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

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or as selected below, 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 within one (1) year or date of termination, whichever occurs first.
- Other: See Exhibit “A,” Scope of Services

B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

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

E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):
- No general liability insurance is required.
 - The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.
 - The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 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 with this Agreement in the amount of \$ _____.
- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

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

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

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:

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- 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 the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a 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.shmt>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4) of the Florida Statutes, are met. The requirement is not applicable to federally funded contracts.

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 cost 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 Section 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, representative, 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 subcontract 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 actions 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 Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor’s employees or subconsultants access to the Department’s secure networks as part of the project. In the event such employees’ or subconsultants’ participation in the project is terminated or will be terminated, the Vendor shall notify the Department’s project manager no later than the employees’ or subconsultants’ separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees’ or subconsultants’ participation in the project, whichever occurs later.
- J. Vendors/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
- 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, Attachments “A,” – “E,” Exhibit “B,” Method of Compensation, Exhibit “C,” Bid Blank
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Diane Gutierrez-Scaccetti
(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

FLORIDA DEPARTMENT OF TRANSPORTATION



EXHIBITS & ATTACHMENTS TABLE OF CONTENTS

ITB-DOT-17/18-8003-GB

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MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

**FPI No.: 192569-1-7B-01
FPI No.: 439168-1-7B-03**

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**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "A"
SCOPE OF SERVICES

ITB-DOT-17/18-8003-GB

**ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

**FPI No.: 192569-1-7B-01
FPI No.: 439168-1-7B-03**

EXHIBIT "A"

SCOPE OF SERVICES

ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

1.0 Introduction

1.1 Description of Services

The work specified under this Contract shall consist of providing all labor, materials, equipment and incidentals necessary to perform maintenance, repair, inspection, installation, testing, certification, verification and replacement of electrical, life safety and lightning protection systems at various locations along Florida's Turnpike System.

1.2 Definition of Terms

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

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

Department: State of Florida Department of Transportation.

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

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

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

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

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

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

2.0 Location and Site Description

All existing locations are listed in Attachment "B," Facility Locations, attached hereto and hereby made a part of this Contract. A number of locations may be added or deleted from the Contract by a Supplemental Agreement during the course of this Contract. Such additions or deletions shall not affect or impact the hourly rates or the mark-up for parts allowance bid by the Vendor.

3.0 Vendor's Qualifications

The Vendor shall maintain and keep in force throughout the life of the Contract, renewals, and extensions, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to proceed with Contract default and will be subject to the terms of Chapter 6; Termination and Default, of the Standard Written Agreement.

3.1 Certification and Registration

- A. The Vendor shall be currently licensed and hold a certification or registration issued by the Florida Department of Business and Professional Regulation as an Electrical Contractor in accordance with Chapter 489, Part II, Florida Statutes. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Part II, Florida Statutes, under the respective trade category for the work to be performed under this Contract.
- B. All Journeymen Electricians shall be licensed in accordance with Chapter 489, Part II, Florida Statutes. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Florida Statutes under the respective trade category for the work to be performed under this Contract.
- C. The Vendor or sub-vendor shall be certified in accordance with the National Fire Protection Association (NFPA 72) for Fire Alarm Systems and shall also be experienced in the inspection, maintenance and repair of all aspects of fire alarm systems.
- D. The Vendor or sub-vendor shall be certified by the Lightning Protection Institute for lightning protection systems and shall also be experienced in the inspection, maintenance and repair on lightning protection systems in accordance with the National Fire Protection Association, NFPA 70, NFPA 780, and all other requirements that govern the installation of lightning protection systems.
- E. The Vendor or sub-vendor shall hold all certificates/licenses, authorizing the Vendor or sub-vendor to perform the specified work in Okeechobee, Osceola, Orange, Lake, Sumter and Seminole Counties. The class of certificates/licenses shall be applicable to the type of services required in this Contract.

A copy of all required license(s) and/or certification(s) for this Contract shall be submitted and included with the Vendor's bid package.

3.2 Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the counties the services are being provided prior to Contract execution.

3.3 Certification of Experience

The organized business enterprise (e.g. corporation, LLC or sole proprietorship) shall have been licensed and actively involved in the type of business requested in the scope of work for this Contract for a minimum of three (3) years. Submit Certificate of Experience Documentation Form 1, with the bid package.

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

4.0 Vendor's Responsibilities (Scope of Work)

During the performance of the preventive maintenance services, the Vendor may observe the need to repair and/or replace parts or components. If the cost of such service or parts is not covered under the preventive maintenance services, the Vendor shall immediately notify the Contract Manager before carrying out any corrective action.

All services shall be provided in strict compliance with all local, state, and federal requirements, laws, and regulations and with all equipment manufacturer specifications using the most appropriate industry standards and best practices.

The Vendor shall complete each of the preventive maintenance services listed hereunder within the scheduled time approved by the Contract Manager. The completion time shall not be affected by the Vendor's response to other service requests.

4.1 Preventive Maintenance, Repair, Installation, Testing and Verification Services

A. Electrical, Life Safety and Lightning Protection Systems

Perform maintenance, repairs, inspection, installation, testing, certification, verification and replacement of electrical items, above or below ground level electrical components including, but not limited to, panel boxes, grounding, panels, breakers, fuses, contactors, disconnects, indoor and outdoor fixtures, light poles, switches, outlets, ballasts, lamps, fittings, controls wiring, light bulbs, traffic signals, traffic and gator lights, canopy lights, parking lot lighting, severed/damaged conduits and cables; fire alarm system, smoke detection systems, lightning protection systems, surge protection/transient voltage surge suppressor (TVSS) systems, grounding systems and all appurtenances, apparatus, or equipment used in connection therewith.

All Journeyman Electricians performing work on this Contract shall be licensed in accordance with the laws of the State of Florida to perform the specified work in all counties within the Contract limits.

The Vendor or sub-vendor shall not allow any unlicensed and/or non-certified personnel (i.e. apprentice or helper) at the worksite without direct supervision of a licensed and/or certified technician.

B. Annual Fire Alarm and Smoke Detection Systems Testing and Verification

During the first month of the Contract and any subsequent Contract renewal periods, the Vendor shall inspect, test, report deficiencies (if found), repair (if needed) and verify each fire alarm and smoke detection system annually. Some facilities contain isolated HVAC duct/smoke detection systems and/or elevator recall systems with accompanying panels and smoke detectors. The Vendor shall inspect, test, and verify that these systems operate as designed at each site and submit a detailed report (on the Vendor's letterhead) to the Contract Manager. The report shall detail all deficiencies, the date and times of each completed inspection and any relevant information. Any required repairs will be paid on a time and material basis, under a separate work document, using the applicable fire alarm and smoke detection system technician and parts allowance pay items as approved by the Contract Manager. After the repairs are complete, the Vendor shall update the report and re-submit, along with an affidavit (on the Vendor's letterhead) attesting that each fire alarm and smoke detection system is fully operational and functional in accordance with applicable requirements of NFPA 70, National Electrical Code, and NFPA 92A, Standard for Smoke-Control Systems, Chapter 8 – Testing; NFPA 72, National Fire Alarm Code, Chapter 10 - Inspection, Testing and Maintenance; and all applicable local, state and federal codes, statutes, laws, etc. to the appropriate governing authority (if required) and the Department's Contract Manager within thirty (30) days of conducting the inspection and testing. The Vendor shall furnish and maintain a log for each site indicating all work, inspections, tests, certifications, etc. performed on each fire alarm and smoke detection system as part of the annual verification service.

C. Annual Lightning Protection Systems Testing and Verification

1. During the first month of the Contract and any subsequent Contract renewal periods, the Vendor shall inspect, test, report deficiencies (if found), repair (if needed) and verify each lightning protection system annually. The Vendor shall inspect, test, and verify that these systems operate as designed at each site. The Vendor shall visibly inspect the condition and integrity of all components, including but not limited to, air terminals, air terminal bases, roof conductors, cross-run conductors, down conductors, secondary conductors, conduits, bonding devices, cable splicers, connectors, ground rods, cadweld connections, exothermic weld connections, miscellaneous materials, etc. and submit a detailed report on the Vendor's letterhead to the Contract Manager. The report shall detail all deficiencies, the date and times of each completed inspection and any relevant information. Any required repairs will be paid on a time and material basis, under a separate work document, using the applicable lightning protection system technician and parts allowance pay items as approved by the Contract Manager. After the repairs are complete, the Vendor shall update the report and re-submit, along with an affidavit (on the Vendor's letterhead) attesting that each Lightning Protection System is fully operational and functional in accordance with the latest edition of applicable requirements of NFPA 780, Standard for the Installation of Lightning Protection Systems, Underwriter's Laboratory (UL 96A), the Standard for Safety Installation Requirements for Lightning Protection Systems; NFPA 70, National Electric Code; and all applicable local, state and federal codes, statues, laws, etc. to the appropriate governing authority (if required) and the Department's Contract Manager within thirty (30) days of conducting the inspection and testing. The Vendor shall furnish and maintain a log on site for each system indicating all work, inspections, tests, repairs, etc. performed on the system. A Lightning Protection System (LPS) Inspection Checklist is provided as Attachment "C."

2. Air terminals shall project a minimum of twelve inches (12”) above the highest point of the roof (including roof parapet). Air terminals shall be supported and secured against overturning by permanent or rigid attachments to the building or tower. Roof main and cross-run conductors shall be compatible with roof material and shall meet the minimum size and material requirements for Class I or Class II structures as specified in NFPA 780. Down conductors shall meet the minimum size and material requirements for Class I or Class II structures as specified in NFPA 780. Conduits encasing down conductors shall be PVC and in good working condition. Cable splicers and connectors shall be in good working condition and UL certified for the intended use.
3. Ground rods shall be copper clad steel or stainless steel and nominally twenty feet (20’) long and 5/8” diameter or larger. Each new grounding electrode shall be tested individually to ensure the maximum resistance-to-ground shall not exceed ten (10) ohms, and every rod that fails the test shall be driven deeper, using additional lengths of ground rod if necessary, until the required resistance is achieved. Complete building grounding system resistance-to-ground shall not exceed five (5) ohms. Where tests show resistance-to-ground exceeds five (5) ohms, take appropriate action to reduce resistance to five (5) ohms or less, by installation of additional ground rods. Where multiple ground rods are used, the separation between any two (2) ground rods shall be at least the sum of their driven depths where practicable as per NFPA 780. Install rods at least ten (10) feet apart. A two (2) ohm or less grounding system may be required in high lightning areas to ensure adequate protection of equipment. The lightning protection system ground terminals shall be bonded to the building or structure grounding electrode system as per NEC 250.106. The resistance-to-ground for the grounding electrode systems shall be measured using ground resistance testers. Grounding loop conductors shall be bare stranded copper and buried not less than twenty-four inches (24”) in depth.
4. Items deemed beyond repair and needing replacement shall be replaced with UL certified items. Repairs or replacements of lightning protection items such as air terminals, air terminal bases, roof conductors, cross-run conductors, down conductors, secondary conductors, conduits, bonding devices, cable splicers, connectors, ground rods, miscellaneous materials, and any other associated items shall be repaired or replaced by accredited lightning protection installers.

4.2 Other General Requirements (Personnel Lift or Bucket Truck)

Upon Department request, the Vendor shall furnish a personnel lift or bucket truck with an operator, outfitted with amber strobes and Department approved cones. The personnel lift or bucket truck may be used to perform work other than electrical service work. The lift shall be capable of holding two (2) persons and reaching up to thirty (30) feet high. This work shall be authorized at the discretion of the Department’s Contract Manager.

4.3 Repairs, Installation, Replacement and Other Maintenance Work (Emergency and Non-Emergency Services)

The Vendor shall provide the following services, to diagnose problems, including but not limited to emergency and minor repairs and other maintenance work as necessary, to keep the Turnpike Facilities in good/safe operating condition.

- A. The Vendor shall be available on a twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year basis, to provide emergency or non-emergency services.

- B. The Contract Manager will notify the Vendor when to proceed with work by issuance of a work document. The work document will identify the location and describe the anticipated work. Work requests can either be written or verbal. However, all verbal work requests will be confirmed in writing within seventy-two (72) hours of issuance.
- C. In the event of any emergencies, the Vendor shall respond within three (3) hours after notification from the Contract Manager. The Vendor shall be available on site within the specified response time and be prepared to respond to the problem.
- D. The Vendor shall have a work vehicle available at the worksite within the response time specified herein. The Vendor's work vehicles shall be well-stocked and equipped with the minimum materials required to complete the work.
- E. Any required repairs will be paid on a time and material basis, under a separate work document, using the applicable pay items as approved by the Contract Manager.
- F. The Vendor shall notify the Contract Manager for approval prior to conducting work if the work will exceed five percent (5 %) of the original work document estimate.
- G. The Vendor shall provide a written estimate of time and materials necessary to complete assigned work in excess of two thousand five hundred dollars (\$2,500.00) to the Contract Manager for approval prior to conducting the work. Written estimates shall be submitted to the Contract Manager within ten (10) business days of the date of receipt of the request.
- H. The Vendor shall guarantee all repairs and/or workmanship for ninety (90) days from date of Department acceptance of repair or service. In the event a repair fails within the guarantee period and such failure is the result of the parts provided or the work performed by the Vendor, the Vendor shall correct the problem at no additional cost to the Department.
- I. The Vendor shall communicate with the Contract Manager the estimated start date prior to the start of any work requested. The Contract Manager reserves the right to approve or deny any scheduled date(s) suggested by the Vendor.
- J. The Vendor shall maintain adequate and competent personnel so as to enable the Vendor to timely perform the assigned work as well as to respond to multiple emergency or non-emergency services.
- K. The Vendor shall proceed with the work with due diligence and use all reasonable efforts to complete the same without delay. Failure to do so may constitute unsatisfactory performance, and after written warning, the Vendor may be declared in default.

4.4 Parts/Materials/Components for Repair, Installation and Replacement Work

- A. Parts/Materials/Components provided by the Vendor for repair, installation and replacement shall be new (original equipment) from the manufacturer of the system. Rebuilt and/or repaired parts will not be acceptable, unless otherwise approved by the Department in advance of repair or installation.
- B. All parts/materials/components shall be of a brand or quality equal to or superior than the ones being replaced and be completely compatible with the existing equipment or systems.

- C. Upon request, the Vendor shall leave any replaced parts/materials/components at the site location for inspection by the Contract Manager.
- D. The Vendor shall obtain prior approval from the Contract Manager for any parts/materials/components replacement.
- E. The Department reserves the right to make other arrangements for purchasing parts/materials/components necessary for repair at any time.
- F. The Vendor shall ensure that all parts, materials, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

4.5 Tools and/or Equipment

The Vendor shall be responsible for providing all tools and/or equipment (owned, leased, rented, etc.) that may be needed for repairs, replacements, installations or emergency restoration services during the course of this Contract.

4.6 Reports and Documentation

The Vendor shall maintain complete records of the work performed by the Vendor's employee(s) at any of the facilities covered under this Contract and provide the records at the Department's request.

4.7 Submittals

At the Pre-work Conference, the Vendor shall submit a copy of the following documents to the Project/Contract Manager for the Department's review and records:

- A. A list of all personnel anticipated for employment under this Contract. The Vendor shall provide a qualified and trained individual capable of carrying out the type of work being performed. Whenever the Department determines that any person employed by the Vendor is incompetent, the Department will provide written notice and the Vendor shall discharge that person from performing any additional work under this Contract for which that person has been deemed incompetent.
- B. All required documents provided by the Department in the pre-work package shall be completed and returned prior to the issuance of the Notice to Proceed (NTP).

4.8 Work Schedule

Typically, the hours of operation for most of the Turnpike's Facilities are twenty-four (24) hours a day, seven (7) days a week. Work activities that have minimal impact or disturbance to occupants or the traveling public will be permissible during regular work hours. Activities involving heavy equipment/tools or creating loud noises/disturbance, or affect traffic operations shall be performed after work hours or weekends and shall be coordinated with the Department's Contract Manager for proper scheduling.

4.9 Sign-in and Sign-out

Upon arrival to a toll plaza or any site/location, the Vendor's employees shall notify the Contract Manager and immediately report to the Department's Toll Plaza Supervisor on duty and sign-in, completing all information in the Toll Plaza Visitor's Log, where applicable. The Vendor's employees shall sign-out after completion of the work. The Vendor's employees shall sign-in and sign-out for lunch breaks or when leaving the premises.

4.10 Work Status

- A. During the performance of all services, the Vendor shall keep the Contract Manager informed of the status of the work.
- B. Any work or maintenance issues that are identified during the Vendor's operations shall be discussed and addressed only with the Contract Manager or his designee.
- C. The Vendor shall notify the Contract Manager after completion of any work performed under this Contract.

4.11 Lighting and Water Source at the Jobsite

- A. If the existing lighting at the jobsite is not adequate, additional lighting shall be provided by the Vendor. The Department will not be responsible to provide additional lighting that may be required to perform or inspect the work.
- B. The Department commonly has a water source at each site (except at hub buildings, tower communication buildings and gantry equipment buildings) and will supply as necessary for the performance of the work. However, if for any reason, water is not available at the jobsite or is not of sufficient volume or pressure, the Vendor shall be responsible for transporting/providing water to the work site.

4.12 Notification of Damages and Damage Repair

The Vendor shall notify the Contract Manager verbally and/or by email of any damages to facilities or property of the traveling public as a result of the Vendor's operations. The notification shall be completed during the next business day and include, at a minimum, the type of damage, location, nature of the incident, time and date of occurrence, photos and any related injuries. The Vendor shall repair all damages within twenty-four (24) hours of the incident or at a time approved by the Contract Manager at no additional cost to the Department.

4.13 Clean-up and Disposal

The Vendor shall maintain all worksite and setup areas in a clean, neat and presentable condition. Upon completion of any assigned work, the Vendor shall collect and remove all surplus, discarded materials and any other trash caused by the work, from the Department's property to a proper dumpsite, approved for the disposal of each different type of material. Clean-up and disposal of unsuitable materials shall be performed to the satisfaction of the Contract Manager. All costs associated with clean-ups and disposals are incidental to this Contract and shall be included in the Vendor's unit prices shown on the Exhibit "C," Bid Blank.

4.14 Uniforms

The Vendor's employees, while at the worksite, shall wear uniforms clearly identifying the company logo and employee's name.

4.15 Performance Measures

A. Emergency Work

The Vendor will be expected to respond within **three (3)** hours from the time of notification given by the Contract Manager. If the Vendor fails to be available at the worksite within the response time

specified above, the Vendor will be liable to the Department in the amount indicated below, unless otherwise waived by the Contract Manager due to circumstances beyond the control of the Vendor and upon submission of a written justification about the delay.

EMERGENCY PERFORMANCE CRITERIA		
<i>Deficiency Identification</i>	<i>Time Allowed/Criteria</i>	<i>Deduction</i>
a. Failure to respond in an emergency.	Within three (3) hours from the time of notification.	\$100 per hour per occurrence.

B. Non-Emergency Maintenance Services

The Vendor will be expected to complete the work within the timeframe established in the work document. The established timeframe shall be agreed upon by both parties, the Contract Manager and the Vendor. A time extension may be given by the Contract Manager for re-performing the work. Failure to complete the work within the allowed timeframe may result in a deduction based on the following performance criteria;

WORK DOCUMENTS PERFORMANCE CRITERIA		
<i>Deficiency Identification</i>	<i>Time Allowed/Criteria</i>	<i>Deduction</i>
a. Work document not completed within allowed timeframe.	Work must be completed within the timeframe established in work document.	1% of the work document amount, per day late.
b. Work document not completed correctly or according to requirements.	Re-perform the work until correct. Work must be completed according to requirements established in the work document, procedures, specifications, and other Contract documents.	1% of the work document amount per day late, due to exceeding allowed timeframe in re-performing the work.

All deductions withheld from the Vendor will occur through adjustments to the next monthly invoice amount.

4.16 Subletting or Assigning of Work

The Vendor shall not sublet, assign or transfer any work under this Contract without written consent by the Department. After written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization work amounting to not less than forty percent (40%) of the total Contract amount. All sub-vendors are required to be qualified and certified for the work they intend to perform in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of his respective liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendors, or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.

5.0 Safety and Worker Protection

5.1 Safety and Worker Protection Requirements

- A. The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Vendor shall provide the necessary protection for the safety of the workers and the public and shall provide the necessary protection to prevent damage, injury, or loss to:
- All employees on the worksite and other persons who may be affected thereby.
 - All the work and all materials, and/or equipment to be incorporated therein, whether in storage on or offsite.
 - Other property at the site or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures, and utilities.
- B. The Vendor shall assume full liability for compliance with all federal, state and local regulations pertaining to the protection of workers and persons occupying adjacent Turnpike Facilities.
- C. The Vendor shall properly use and dispose of all chemicals in strict accordance with applicable local, state, and federal environmental regulations and shall indemnify the Department of any liabilities arising out of the Vendor's handling, use of, and disposal of said chemicals.
- D. The Vendor's employees shall always wear safety vests (current FDOT approved) when working within the Department's Right of Way. Hard hats or safety helmet caps are to be used in areas of overhead hazards.
- E. The Vendor's vehicles/equipment shall have the company name and/or logo with amber strobe lights mounted on top of all vehicles/equipment. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the jobsite.

5.2 Delay of Work Due to Weather or Other Causes

- A. When the work is delayed or precluded from being done on schedule, by inclement weather, natural disaster, emergency condition, other work performed by Department personnel, or another FDOT Vendor, the Vendor shall reschedule the work and advise the Contract Manager of the change in schedule caused by the weather or any other cause for the delay, such as the example contained herein.
- B. In case of extreme traffic or weather conditions, the Vendor shall be required to remove their operation from the roadway and/or right of way at the discretion of the Engineer, the Florida Highway Patrol, or the applicable Police Department which has jurisdiction on these roadways.

5.3 Lock-out/Tag-out

The Vendor shall comply with the requirements outlined in OSHA Rule 29 CFR 1910.147. The strict compliance with the requirements of "lock-out/tag-out" is to prevent possible employee injury that may result from unexpected energizing or start-up of equipment while conducting maintenance or repair work. These requirements shall be implemented by the Vendor with no exceptions. The

Department or Contract Manager shall stop all work if lock-out/tag-out is not implemented. The Vendor shall be responsible for loss of time resulting from not following lock-out/tag-out procedures on the job site, and shall not reflect or change the time estimated by the Contract Manager on the work document. Additional hours of work will not be amended/revised for failure to comply with these procedures.

5.4 Maintenance of Traffic (MOT)

A. The Vendor shall comply with the requirements of the latest editions of FDOT Standard Specifications for Road and Bridge Construction, Section 102, Manual on Uniform Traffic Control Devices (MUCTD), Part VI, FDOT Design Standards, Series 600, and Turnpike's Portable Changeable Message Sign and Lane Closure Policies and Guidelines which are hereby incorporated by reference as if fully set forth herein. Design Standards Index 667 shall be utilized when performing temporary traffic lane closure at toll plazas to accommodate traffic in a safe and efficient manner and for adequate protection of the work force and the motoring public.

B. The Department's Contract Manager shall be contacted prior to any lane closure activities.

5.5 Short Term Lane Closure at Toll Plazas

No work shall be conducted by the Vendor in any toll plaza traffic lane until temporary closure of the lane is completed by the Vendor and approved by the Toll Plaza Manager or designee. The Vendor shall be responsible for the safety of its employees by ensuring that proper temporary lane closure is complete prior to the start of work within toll plaza traffic lanes. A Lane Closure Procedure can be found in Attachment "A," and made a part of this Contract. It shall be the sole responsibility of the Vendor to furnish, set-up and remove upon completion of the work, the required traffic control devices. The Vendor shall notify/advise the Toll Plaza Manager or designee when the work is complete and the traffic lane can be re-opened for use.

5.6 Certified Worksite Traffic Supervisor

The Vendor shall provide an on-site Worksite Traffic Supervisor responsible for initiating temporary lane closures and monitoring the installation, maintenance, relocation and eventual removal of all traffic control devices deployed in accordance with Design Standards Index 667. The Vendor shall ensure the Worksite Traffic Supervisor is certified in the advanced training category by a Department approved training provider.

5.7 U-Turns

No U-turns are permitted at median openings, maintenance gates, or such other openings that are intended for the use of emergency vehicles. U-turns shall only be permitted at service plazas or at the next available exit.

6.0 The Department's Responsibilities

6.1 Administration of Contract

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

The Department will assign the Project/Contract Manager to administer the terms and conditions of the Contract at the Pre-work Conference.

6.2 Pre-work Conference

The Project Manager or the Contract Manager will contact the Vendor and schedule a Pre-work Conference prior to the start date of the Contract to review the work involved and the requirements of the Contract.

6.3 Periodic Inspection

Work shall be subject to periodic inspection by the Department. The Contract Manager shall have the right to inspect and reject any and all work and materials that does not meet with the requirements of the Contract. Such rejected work or materials shall be corrected at the Vendor's expense. If the Contract Manager fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent later rejection when such defect is discovered. The Vendor shall make no claim for losses suffered due to any necessary removal or repair of such defects.

6.4 Performance Evaluation

The Department shall conduct an evaluation of the Vendor's performance at the end of this Contract and any subsequent renewal(s) of this Contract. The "Contractor Field Performance Report" shall be used for this purpose. The Vendor shall have an opportunity to review the report and make comments. The Vendor shall be required to sign the report acknowledging receipt of the performance evaluation.

7.0 Duration of Contract

Work shall commence upon the start date identified in the written Notice to Proceed issued by the Department and shall commence for one (1) year from the date of notification.

FLORIDA DEPARTMENT OF TRANSPORTATION



ATTACHMENTS

ITB-DOT-17/18-8003-GB

**ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

FPI No.: 192569-1-7B-01

FPI No.: 439168-1-7B-03

ATTACHMENT “A” LANE CLOSURE PROCEDURE

Non-Open Road Tolling (ORT) Short Term Lane Closure Procedure

Effective immediately, this is the procedure for the implementation of a short term lane closures at Toll Plazas in non-ORT lanes. A short duration lane closure is defined as from zero to three hours in length. The lane closure shall be in accordance with the latest version of the FDOT Standard Specifications for Road and Bridge Construction, Section 102, and Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6. A lane closure that takes longer than the three hours allowable maximum time limit shall have a separate lane closure Traffic Control Plan (TCP) written for it taking into account traffic patterns through the plaza.

Lane Closure Pre-implementation

1. Lane Closures for individual lanes shall not be conducted at a plaza during peak traffic hours. Peak Traffic hours by lane can be identified by using the **Enterprise One Financial Services Monthly Reports** on the Florida’s Turnpike Enterprise Intranet and querying the latest **“SunPass and Cash Traffic by Lane Number”** report. Use the latest month report and lane statistics to determine peak and off peak traffic.
2. The Plaza Manager, in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6, Note 5, shall be notified of the closure at least forty eight (48) hours in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with the Plaza Manager immediately upon the determination that a lane closure is required.
3. SunWatch shall be notified at the same time the Plaza Manager is notified.

Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), Sheet 6 of 6.
2. The Plaza Staff will close the lane in accordance with Tolls Operations procedures prior to the implementation of the Lane Closure. This means that the red light over the canopy will be activated and three cones placed in front of the lane. SunWatch at 407-264-3375 will be notified when the lane is closed.
3. Upon closure of the lane by Plaza staff, the vehicle that will block the lane will be placed in the lane. The vehicle shall be parked at an angle with the amber lights and flashers activated. The vehicle shall be parked with the wheels turned toward a lane without a booth or an unoccupied booth. Use only vehicle meeting the requirements found in Section 102-5.9 of the latest edition of FDOT Standard Specifications for Road and Bridge Construction. Note that for all aerial work a Truck/Trailer mounted attenuator is required to be placed in front of the aerial lift. Additional cones shall be placed in front of the work zone as identified on Sheet 6 of 6.
4. Personnel working in the lane shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.

ATTACHMENT “A” LANE CLOSURE PROCEDURE

5. Upon completion of the work, the vehicles shall be removed from the lane. The additional cones will be removed and the three lane cones placed by the plaza personnel when the lane was closed will be in their original location across the lane. Notify the plaza staff when the lane is ready to be opened.
6. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of a dedicated SunPass lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager.

Open Road Tolling (ORT) Lane Closure Procedure

Effective immediately, this is the procedure for the implementation of lane closures in ORT lanes.

Closing an open road tolling lane shall only be done at night between the hours of 9:00 PM and 6:00 AM. These closure times may vary to closing later in the evening and opening earlier in the morning depending on traffic patterns for that site. At no time will they close earlier than 9:00 PM or open later than 6:00 AM.

If the ORT lanes are at a barrier plaza that spans across the entire turnpike there are two options open for the closure:

1. If the plaza still has manual cash lanes adjacent to the ORT lanes that are open and operational at the plaza, traffic can be detoured through the plaza and the manual cash lanes in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards).
2. If the plaza does not have manual cash lanes adjacent to the ORT lanes to divert traffic through, the closure will only close those lanes required for the work. At no time will all lanes be closed at the same time. The lane closure shall be in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 for a single or multi-lane closure.
3. If the ORT lanes are at a ramp, the lanes shall not be totally closed. The ramp closure shall be only for the lanes being worked and at least one lane shall remain open for the duration of the closure. If a shoulder of the ramp is covered by tolling equipment, the shoulder can be used as the open lane upon approval from Tolls. Lane closure shall be in accordance with the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 for a single or multi-lane closure.

Lane Closure Pre-implementation

1. Approval must be obtained in advance from the appropriate Regional Toll Manager that requires the closure of an ORT lane. This will be accomplished by contacting SunWatch at 407-264-3375 who will perform the coordination with the Regional Toll Manager (and the Plaza Manager if it is a manned plaza with ORT Lanes).
2. SunWatch shall be notified of the closure of an ORT lane closure seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch immediately upon the determination that a lane closure is required.

ATTACHMENT “A” LANE CLOSURE PROCEDURE

3. An ORT Lane Closure Request shall be made through Project Solve seven (7) days in advance except in the case of an emergency. In the event of an emergency repair, the requestor of the lane closure shall make contact with SunWatch, Traffic Operations, and the Plaza Manager (if applicable), immediately upon the determination that a lane closure is required.

Lane Closure Requirements

1. All Lane Closures shall be in accordance with all requirements of the latest version of the FDOT Design Standards, Index No. 667 (Toll Plaza Traffic Control Standards), or other indexes in the Design Standards, Series 600 that may apply for a single or multi-lane lane closure.
2. Personnel shall not enter the lanes until after the MOT has been fully placed.
3. Personnel working in the lane shall follow all FDOT safety procedures for working in a traffic lane as outlined in the FDOT Loss Prevention Manual 500-00-015 and other applicable Turnpike Enterprise or other agency procedures.
4. Prior to opening the lane to traffic, all equipment and personnel will be removed from the lane closure area. The area shall be inspected prior to opening the lanes to make sure all debris is removed. SunWatch will be notified at 407-264-3375 when the lane is opened to traffic.

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
FLORIDA'S TURNPIKE MAINLINE					
91	173.0		Site X Tower		
		4202	Communications Building & Tower		
91	184.0		Fort Drum Service Plaza		
		4462	Parking Lots		
		4702	Service Plaza Mega Generator		
		4705	Water Plant Mega Generator		
91	193.0		Yeehaw Junction Toll Plaza		
		5468	Administration Building		X
			Canopy		X
			Toll Booths		
		5482	Water Treatment Shed		
91	193.0		Yeehaw Junction Maintenance Yard		
		5906	FHP Building/Storage		
		5252	Communications Building & Tower		
		4577	Storage Shed		
91	208.0		Kenansville Tower		
		5059	Communications Building & Tower		
91	229.0		Canoe Creek Service Plaza		
		5349	Parking Lots		
		5606	Service Plaza Mega Generator		
		5258	Communications Building & Tower		
91	236.0		Three Lakes Mainline Toll Plaza		
		5462	Administration Building	X	X
			Canopy		X
			Toll Booths		
			Tunnel		
		5483	Storage Shed		
91	240.0		Kissimmee Park Road N/B Ramp Toll Plaza		
		5620	Equipment Building		X
		5628	Gantry Structure		X
91	240.0		Kissimmee Park Road S/B Ramp Toll Plaza		
		5619	Equipment Building		X
		5621	Gantry Structure		X
91	244.0		Kissimmee/St. Cloud Toll Plaza		
		5451	Administration Building	X	X
			Canopy		X
			Toll Booths		
		5485	Storage Shed		
91	249.0		Osceola Parkway N/B Ramp Toll Plaza		
		5461	Combo Building		
			Canopy		X
			Toll Booths		
91	249.0		Osceola Parkway S/B Ramp Toll Plaza		
		5460	Administration Building		X
			Canopy		X
			Toll Booths		
		5521	Storage Shed		
91	251.0		SR 417 & Florida's Interchange		
			Gantry Equipment Building		X
91	254.0		Orlando South Toll Plaza		
		5455	Administration Building	X	X
			Canopy		X
			Toll Booths		
			Tunnel		
		5484	Storage Shed		

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
91	254.0		Orlando South Maintenance Yard		
		5260	Storage/Communications Building & Tower		
		5907	FHP/Tolls Office/Maintenance Building		
91	255.0		Consulate Drive S/B Ramp Toll Plaza		
		5960	Equipment Building		X
			Gantry Structure		X
91	259.0		Orlando/I-4 N/B Ramp Toll Plaza		
		5458	Administration Building	X	X
			Canopy		X
		5487	Toll Booths Storage Shed		
91	259.0		Orlando/I-4 S/B Ramp Toll Plaza		
		5457	Combo Building		
			Canopy Toll Booths		X
91	263.0		Turkey Lake Service Plaza		
		5348	Parking Lots		
		5610	Service Plaza Mega Generator		
		5264	Regional Tolls Office	X	X
91	263.0		Turkey Lake Headquarters		
		5315	Headquarters Building		X
		5317	Operations Building		X
		5318	FHP Building		X
		5319	Sun Watch Building		X
		5609	Headquarters Mega Generator		
		5608	SunWatch Mega Generator		
91	267.0		Orlando West/Ocoee Tower		
		5267	Communications Building & Tower		
91	272.0		S.R. 50/Winter Garden North		
		5634	Administration Building	X	X
		5636	Canopy		X
		5518	Toll Booths Storage Shed		
		5635	Generator Building		X
91	272.0		S.R. 50/Winter Garden South		
		5638	Combo Building		X
		5639	Canopy		X
			Toll Booths		
91	279.0		Minneola/Hancock Road Interchange		
			Gantry Equipment Building		X
91	285.0		Clermont/Leesburg Toll Plaza		
		5452	Administration Building	X	X
			Canopy		X
		5489	Toll Booths Storage Shed		
91	285.0		Clermont/Leesburg Maintenance Yard		
		5908	FHP Building/Storage		
		5269	Communications Building & Tower		
91	288.0		Leesburg Mainline Toll Plaza		
		5453	Administration Building	X	X
			Canopy		X
			Toll Booths		
		5488	Tunnel Storage Shed		

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
91	289.0		U.S. 27 S/B Ramp Toll Plaza		
		5456	Combo Building		
			Canopy		X
			Toll Booths		
91	289.0		U.S. 27 N/B Ramp Toll Plaza		
		5454	Combo Building		
			Canopy		X
			Toll Booths		
91	296.0		C.R. 470 N/B Ramp Toll Plaza		
		5959	Combo Building		X
			Gantry Structure		X
91	296.0		C.R. 470 S/B Ramp Toll Plaza		
		5961	Combo Building		X
			Gantry Structure		X
91	299.0		Okahumpka Service Plaza		
		5350	Parking Lots		
		5274	Water & Sewer Treatment Plant		
		5273	Storage Building (South end of Plaza)		
		5607	Mega Generator		
91	304.0		Wildwood Tower		
		5276	Communications Building & Tower		
SOUTHERN CONNECTOR EXTENSION					
417	1.0		Celebration Mainline Toll Plaza		
		5469	Administration Building	X	X
			Canopy		X
			Toll Booths		
			Tunnel		
		5520	Storage Shed		
		5707	HUB Building	X	
417	2.0		U.S. 192/Celebration N/B Ramp Toll Plaza (East)		
		5466	Combo Building		
			Canopy		X
			Toll Booths		
417	2.0		U.S. 192/Celebration S/B Ramp Toll Plaza (West)		
		5467	Combo Building		
			Canopy		X
			Toll Booths		
417	3.0		Osceola Parkway S/B Ramp Toll Plaza (West)		
		5471	Combo Building		
			Canopy		X
			Toll Booths		
417	3.0		Osceola Parkway N/B Ramp Toll Plaza (East)		
		5470	Combo Building		
			Canopy		X
			Toll Booths		
417	6.0	5706	HUB Building	X	
SEMINOLE EXPRESSWAY					
417	37.7	5708	HUB Building	X	
417	38.0		Aloma Avenue S/B Ramp Toll Plaza (West)		
		5464	Combo Building		
			Canopy		X
			Toll Booths		
417	38.0		Aloma Avenue N/B Ramp Toll Plaza (East)		
		5465	Combo Building		
			Canopy		X
			Toll Booths		
417	41.0		Red Bug Lake Road S/B Ramp Toll Plaza (Northwest)		

ATTACHMENT "B"

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
		5442	Combo Building		
			Canopy		X
			Toll Booths		
417	41.0		Red Bug Lake Road N/B Ramp Toll Plaza (East)		
		5441	Combo Building		
			Canopy		X
			Toll Booths		
417	41.0		Red Bug Lake Road S/B Ramp Toll Plaza (Southwest)		
		5440	Combo Building		
			Canopy		X
			Toll Booths		
417	44.0		S.R. 434 N/B Ramp Toll Plaza (East)		
		5438	Combo Building		
			Canopy		X
			Toll Booths		
417	44.0		S.R. 434 S/B Ramp Toll Plaza (West)		
		5439	Combo Building		
			Canopy		X
			Toll Booths		
417	48.0		Lake Jesup Mainline Toll Plaza		
		5443	Administration Building	X	X
			N/B Canopy		X
			S/B Canopy		X
		5646	N/B Equipment Building		X
		5645	S/B Equipment Building		X
		5702	N/B Signature Gantry Structure		X
		5700	S/B Signature Gantry Structure		X
			Toll Booths		
			Tunnel		
		5443	Storage Shed		
		5709	HUB Building	X	
417	49.0		Lake Mary Blvd. N/B Ramp Toll Plaza (East)		
		5516	Combo Building		
			Canopy		X
			Toll Booths		
417	49.0		Lake Mary Blvd. S/B Ramp Toll Plaza (West)		
		5512	Combo Building		
			Canopy		X
			Toll Booths		
417	50.0		U.S. 17/92 N/B Ramp Toll Plaza (East)		
		5513	Combo Building		
			Canopy		X
			Toll Booths		
417	50.0		U.S. 17/92 S/B Ramp Toll Plaza (West)		
		5515	Combo Building		
			Canopy		X
			Toll Booths		
417	52.0		C.R. 46A S/B Ramp Toll Plaza (East)		
		5517	Administration Building	X	X
		7041	Generator Storage Building		X
			Canopy		X
			Toll Booths		
417	52.0		C.R. 46A N/B Ramp Toll Plaza (West)		
		5514	Combo Building		
			Canopy		X
			Toll Booths		

FACILITY LOCATIONS

SR #	MP #	BLDG. #	LOCATION / SITE DESCRIPTION	FIRE ALARM / SMOKE DETECTION SYSTEMS	LIGHTNING PROTECTION SYSTEMS
417	55.0	5710	HUB Building	X	
WESTERN BELTWAY					
429	2.0		Sinclair Road S/B Ramp Toll Plaza		
		5617	Combo Building		
			Canopy		X
			Toll Booths		
429	2.0		Sinclair Road N/B Ramp Toll Plaza		
		5618	Combo Building		
			Canopy		X
			Toll Booths		
429	6.0		US 192 S/B Ramp Toll Plaza		
		5611	Combo Building		
			Canopy		X
			Toll Booths		
429	6.0		US 192 N/B Ramp Toll Plaza		
		5612	Combo Building		
			Canopy		X
			Toll Booths		
429	7.0		Western Beltway Mainline Toll Plaza		
		5602	Administration Building	X	X
			S/B Canopy		X
			N/B Canopy		X
			Toll Booths		
			Tunnel		
			Generator Building		X
		5613	N/B Gantry Equipment Building		X
		5614	S/B Gantry Equipment Building		X
		5616	S/B Signature Gantry		X
		5615	N/B Signature Gantry		X
		5711	HUB Building	X	
429	10.4	5712	HUB Building	X	
429	11.0		Seidel Road N/B Ramp Toll Plaza		
		5603	Combo Building		
			Canopy		X
			Toll Booths		
429	11.0		Seidel Road S/B Ramp Toll Plaza		
		5604	Combo Building		
			Canopy		X
			Toll Booths		
429			Wekiva Parkway		
			Gantry Equipment building		X
BEACHLINE EXPRESSWAY					
528	0.3	5704	HUB Building	X	
528	6.0		Beachline West Mainline Toll Plaza		
		5459	Administration Building	X	X
			E/B Canopy		X
			W/B Canopy		X
			Toll Booths		
			Tunnel		
		5486	Storage Shed		
		5630	E/B Gantry Equipment Building		X
		5633	Signature Gantry		X
528	8.3	5705	HUB Building	X	
528	32.0		Beachline East/SR 520 East On Ramp		
		5299	Equipment Building		X
528	32.0	5300	Beachline East/SR 520 West Off Ramp		
			Equipment Building		X

ATTACHMENT "C"

LIGHTNING PROTECTION SYSTEM (LPS) INSPECTION CHECKLIST

Date: _____

The following inspections, tests shall be performed in accordance with manufacturer's instruction and NFPA 780.

- Inspect the surge suppression device on power and communication entering the buildings.
- Inspect that the LPS is in good condition, no loose connection, no broken parts, ground conductors and ground terminals are intact, conductors and system components are securely fastened to their mounting surfaces and that no part of the LPS has been weakened by lightning discharge, corrosion and vibration.
- Inspect that all air terminals and bonding connectors are installed on roof top, fans, ventilators, a/c/units etc.
- Inspect that all metallic bodies of inductance within 6'-0" of lightning conductor or another metal body shall be interconnected to the LPS.
- Inspect that any copper materials are not mounted or in contact with aluminum materials or vice-versa.
- Identify Class Type of LPS
- Provide ground resistance tests of the ground termination system and its individual ground electrodes. Electrical ground resistance to ground terminals (5 ohms or less).
- Provide continuity tests to determine if suitable equipotential bonding for any new construction affecting the LPS.
- Inspect that all air terminals size and quantiles are sufficient for the project.
- Inspect that the perimeter air terminals are with 2'-0" of the outside edge.

Remarks:

Inspected by: _____

Print Name

Signature

ATTACHMENT "D"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20_____

Contract No.: _____

Financial Project No(s): _____

Contract For:

To release payment for all work performed in the Month of, _____, 20_____

(State)

(Zip)

As prime contractor for the above referenced Contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this Contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution*)

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "E"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPI No.: _____

Project Description _____

Contractor _____

Contract Date _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named Contract and all Amendments and Supplements thereto have been completed in accordance with the requirements of said Contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20 _____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print/Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

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

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "B"
METHOD OF COMPENSATION

ITB-DOT-17/18-8003-GB

**ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

FPI No.: 192569-1-7B-01

FPI No.: 439168-1-7B-03

EXHIBIT “B” METHOD OF COMPENSATION

ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION

**FLORIDA’S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

1.0 General

The Vendor shall accept the compensation as provided in this Contract as full payment for furnishing all labor, materials and equipment, performing all work under this Contract, and for all other costs including, but not limited to: tolls, dump fees, fuel, permits, and any documentation required in this Contract. All work not specifically defined shall be included in the bid item(s).

The Contract is governed by budgetary restrictions. The annual reimbursement to the Vendor will be based on the unit price of the actual amount of work authorized for completion and approved by the Contract Manager. Final reimbursement shall not exceed the amount set forth in Exhibit “C,” Bid Blank, but may be less than the Contract amount since all quantities are estimated and no quantities are guaranteed.

Any changes in the maximum limiting amount shall require execution of a Supplemental Agreement as specified in Section 1.B of the Standard Written Agreement. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the Contract dollar amount, nor shall the Department be obligated to reimburse the Vendor’s for services which result in exceeding the Contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract does no guarantee that the work will be authorized.

This is an estimated quantities Contract whereby the Vendor agrees to furnish the services specified herein during the term of the Contract and any renewals and extensions thereto. It is further agreed that the unit price bid by the Vendor shall remain unchanged, if the actual quantities used are less or greater than the unit price bid by the Vendor shall remain unchanged, if the actual quantities used are less or greater than what is identified. The Department, based on need and availability of budget, may increase or decrease the quantity of services required of the Vendor within the general description of the project.

Compensation for any after work hours (between 5:00 PM and 8:00 AM) as required by the Contract Manager will be provided using the unit rates in Exhibit “C,” Bid Blank. No additional compensation for off hours work will be considered beyond those rates.

2.0 Pay Item Definition (Basis of Payment)

The Department agrees to pay the Vendor for the services performed, an amount of compensation and method of payment as described and detailed herein and in Exhibit “C,” Bid Blank.

2.1 Electrical, Fire Alarm, Smoke Detection, Lightning Protection Maintenance Services

Payment shall constitute full compensation for furnishing all labor, materials, expendable supplies, tools, equipment, mobilization, transportation, tolls, permits, confined space entry, debris disposal, maintenance of traffic, lock-out/tag-out, instruments, special apparatus, clean-up, dump fees, reports and other items required to perform the services located within the Contract limits and as specified in Exhibit "A," Scope of Services, Section 4.0, Vendor's Responsibilities (Scope of Work).

- A. The Department will pay the Vendor a one (1) hour minimum for approved service personnel rate and/or personnel lift/bucket truck hourly rate, as applicable, for each work document requiring such service at each site. Multiple work documents at the same site per visit will be considered as a single repair and replacement call for the purpose of the one (1) hour minimum charge. For work performed at the site in excess of the one (1) hour minimum, the Vendor's time will be pro-rated and paid in quarter-hour (.25) increments.
- B. In cases of emergencies, where immediate action is required, as specified in Exhibit "A," Scope of Services, Section 4.3, Repairs, Installation, Replacement and Other Maintenance Work (Emergency and Non-Emergency Services) the Department will pay the Vendor two (2) hours minimum for the approved service personnel rate, as applicable, for repair services at each site. Site designations are shown in Attachment "B," Facility Locations. Multiple work documents at the same site per visit will be considered as a single repair and replacement call for the purpose of the two (2) hours minimum charge. For work performed at the site in excess of the two (2) hours minimum, the Vendor's time will be pro-rated and paid in quarter-hour (.25) increments.
- C. The Vendor shall apply an hourly rate that will be applicable to each Journeyman Electrician, certified technician and/or helper/apprentice assigned to perform for each work document requiring such service during normal business hours.
- D. One (1) Journeyman Electrician and/or certified technician is required for each project/work document unless otherwise approved by the Contract Manager. Additional service personnel shall be considered helpers/apprentice, regardless of qualifications.

Payment will be made on the basis of the Contract unit prices as shown in Exhibit "C," Bid Blank under the following item numbers:

- **Pay Item No. 1 - Journeyman Electrician, Per Hour (HR).**
The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a Journeyman Electrician.
- **Pay Item No. 2 – Helper/Apprentice, Per Hour (HR).**
The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a helper/apprentice, regardless of qualifications.
- **Pay Item No. 3 - Certified Fire Alarm/Smoke Detection System Technician, Per Hour (HR).**
The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a Certified Fire Alarm/Smoke Detection System Technician.

- **Pay Item No. 4 - Certified Lightning Protection System Technician, Per Hour (HR).**
The Contract unit rate for this pay item shall cover the cost of each hour the Vendor's service personnel is performing the duties of a Certified Lightning Protection System Technician.
- **Pay Item No. 5 - Annual Fire Alarm and Smoke Detection System Verification, Each (EA):**
The Contract unit rate for this pay item shall cover the cost to inspect, test, and verify all fire alarm and smoke detection systems at each site as described in Exhibit "A," Scope of Services, Section 4.1.B, Annual Fire Alarm and Smoke Detection Systems Testing and Verification.
- **Pay Item No. 6- Annual Lightning Protection System Verification, Each (EA):**
The Contract unit rate for this pay item shall cover the cost to inspect, test, and verify all lightning protection systems at each site (location) as described in Exhibit "A," Scope of Services, Section 4.1.C, Annual Lightning Protection Systems Testing and Verification. A location such as a toll plaza may have one or more building(s) with lightning protection systems. The cost of any required equipment (personnel lifts, bucket trucks, extension ladders, etc.) to obtain access to inspection, testing, and verification of the lightning protection systems shall be included in this pay item.

2.2 Other General Requirements (Personnel Lift or Bucket Truck)

- **Pay Item No. 7 - Personnel Lift or Bucket Truck, Including an Operator, Per Hour (HR).**
The Contract unit rate for this pay item shall cover the cost of each hour the Vendor furnishes a lift or bucket truck (as described on Exhibit "A," Scope of Services, Section 4.2, Other General Requirements [Personnel Lift or Bucket Truck]) including an operator or technician if the lift or bucket truck is operated by the technician from within the bucket. However, if the lift or bucket truck is operated from the ground, the work on the ground shall be considered the operator included in this pay item, and the technician in the bucket will be covered under Pay Items 1 through 4. Use of a personnel lift or bucket truck, including an operator, shall be used when directed by the Contract Manager.

2.3 Parts/Materials/Components for Repair, Installation and Replacement Work

Pay Items 8 and 9 are an allowance for purchase, handling, storage, and inventory of supplies and for overhead, profit, and sales tax associated with these parts/materials/components, and a percentage mark-up allowance.

- **Pay Item No. 8 - Parts/Materials/Components Allowance, Dollars (\$).**
The Parts/Materials/Components Allowance covers ONLY the actual cost of Parts/Materials/Components; it does not include state sales tax, packing freight, shipping, demurrage or any other handling charges.
- **Pay Item No. 9 - Mark-Up Allowance for Parts/Materials/ Components, Percent (%):**
The fixed percentage for mark-up allowance will be full compensation for state sales tax, packing freight, shipping, demurrage or any other handling charges, overhead, profit, unloading and handling of parts/materials/components on-site, and any other applicable expenses.

2.4 Maintenance of Traffic (MOT)

Payment for these activities shall constitute full compensation for furnishing all labor, materials, expendable supplies, equipment, tools, and incidentals necessary to perform maintenance of traffic. All activities under these pay items shall comply with the applicable requirements found in Exhibit "A," Scope of Services, Section 5.4, Maintenance of Traffic (MOT); Section 5.5, Short Term Lane Closure at Toll Plazas and Section 5.6, Certified Worksite Traffic Supervisor. Site designations are shown in the Attachment "B," Facility Locations. Multiple work documents at the same site per visit will be considered as a single repair, installation or replacement call.

A. Payment will be made on the basis of the Contract unit prices as shown in Exhibit "C," Bid Blank, under the following item numbers.

- **Pay Item No. 10 - Portable Changeable Message Sign, Temporary, Variable Message Sign, Per Each Per Day:**

The Contract unit rate for this pay item shall cover the cost of each Portable Changeable Message Sign (PCMS)/Variable Message Sign (VMS) boards certified as installed/used on the project per day (24-hour period). It shall include all incidentals and traffic control devices (cones, barricades, drums/barrels) placed around PCMS/VMS board. This pay item shall only be used when authorized by the Contract Manager.

- **Pay Item No. 11 - Maintenance of Traffic - Complete (Per Location Per Day), Each:**

The Contract unit rate for this pay item shall cover the cost of each location per day a complete lane closure set-up is activated in accordance with Design Standard Index 667. The quantity to be paid for will be one (1) regardless of how many times a temporary lane closures were set up or removed at one location/plaza per day. Price and payment will be full compensation for all work and costs associated with a temporary lane closure. It shall include all other incidental and miscellaneous cost such as providing a Worksite Traffic Control Supervisor, furnishing, installing, relocating, maintaining and removing the various traffic control devices (cones, barricades, drums/barrels, advance warning arrow panel, warning and regulatory signs, advance warning vehicles with arrow panel and truck mounted attenuator) including the costs associated with attached warning lights and flags.

B. Maintenance of traffic that do not require a complete set-up and/or three (3) hours or less duration, shall be incidental to the work being performed. No separate payment will be made.

3.0 Method of Measurement

All measurement of payment will be based on the actual amount of work completed and accepted, in strict accordance with the specifications and all codes/standards specified herein, and approved by the Contract Manager. Work completed under this Contract shall be measured according to the methods outlined in the basis of payment hereunder and shall be paid for at the Contract unit price for such activity.

3.1 Compensation

The Vendor shall be paid, per the compensation details in this Exhibit and price schedule in Exhibit "C," Bid Blank for the work accomplished and accepted by the Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without Supplemental Agreement being processed. Funding must be approved by the Department for any additional work that would result in exceeding the Contract dollar amount, prior to undertaking such additional work. Compensation shall be made only for actual work performed at the unit measure, quantity and unit cost specified in Exhibit "C," Bid Blank.

3.2 Invoicing

Payment will be made following receipt and approval of a monthly invoice package for all work performed and accepted by the Department's Contract Manager. The invoice package shall include an itemized monthly invoice and all Contract maintenance work documents, as specified in item "A," below.

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

Department of Transportation
P. O. Box 613069
Ocoee, Florida 34761
Attention: (To be determined at a later date)

A. The itemized monthly invoice shall be a legible summary on the Vendor's letterhead that includes the following:

1. Remittance Address
2. State Contract Number
3. State Financial Project Identification Number
4. Billing Period
5. List of Contract Maintenance Work Document Number(s)
6. Total Cost per Work Document
7. Total Amount of Invoice
8. Total Labor Hours
9. First Day Worked And Last Day Worked On The Monthly Statement

B. The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.

3.3 The Vendor shall provide a statement (Attachment "D," Certification Disbursement of Previous Payments), with all but the first and last pay request to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department. The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both, the Department and the affected sub-vendors, laborers, and material suppliers.

- 3.4 Payment for parts/materials will be made upon presentation of receipt from the parts/materials supplier to the Vendor. The receipt shall be attached to the Vendor's invoice when billing the Department for parts/materials. This documentation of the supplier's receipt is a requirement of the State Comptroller in order to receive reimbursement for parts/materials.
- 3.5 Any work performed by unlicensed or unapproved personnel shall result in non-payment.
- 3.6 In case there are discrepancies between the Department's records and the service hours stated in the Vendor's invoice, the Toll Plaza Visitor Log will be used to verify the Vendor's hours. Should the Vendor fail during that assignment to comply with the sign-in/sign-out requirements, the Department reserves the right to pay the Vendor for a maximum of one (1) hour, regardless of the hours invoiced by the Vendor for that work document.
- 3.7 No compensation shall be paid separately for travel time, expenses or tolls. Therefore, all anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's unit bid prices. The Vendor and any sub-vendor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.
- 3.8 The Vendor shall submit a Certificate of Contract Completion (Attachment "E") with the final invoice.
- 3.9 In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting errors or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other Contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "C"
BID BLANK

ITB-DOT-17/18-8003-GB

**ELECTRICAL, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
SEMINOLE EXPRESSWAY (SR 417) MILEPOST 37.7 TO MILEPOST 55.0
DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

**FPI No.: 192569-1-7B-01
FPI No.: 439168-1-7B-03**

EXHIBIT "C" - BID BLANK

**ELECTRICAL, GENERATOR, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
 MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

**FLORIDA'S TURNPIKE (SR 91) MILEPOST 172.0 TO MILEPOST 309.0
 SOUTHERN CONNECTOR EXTENSION (SR 417) MILEPOST 0.0 TO MILEPOST 6.5
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 DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
 BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	Journeyman Electrician	Per Hour	500	\$_____.	\$_____.
2	Helper/Apprentice	Per Hour	175	\$_____.	\$_____.
3	Certified Fire Alarm/Smoke Detection System Technician	Per Hour	30	\$_____.	\$_____.
4	Certified Lightning Protection System Technician	Per Hour	20	\$_____.	\$_____.
5	Annual Fire Alarm/Smoke Detection System Verification	Each	19	\$_____.	\$_____.
6	Annual Lightning Protection System Verification	Each	54	\$_____.	\$_____.

Name of Business _____ Subtotal Amount of Pay Item Nos. 1 – 6: \$_____.

* All quantities, including allowance for parts, represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

EXHIBIT "C" - BID BLANK

**ELECTRICAL, GENERATOR, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
 MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

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 DANIEL WEBSTER WESTERN BELTWAY (SR 429) MILEPOST 0.0 TO MILEPOST 11.0
 BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

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

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM*	UNIT RATE	PAY ITEM TOTAL
7	Personnel Lift or Bucket Truck, Including an Operator	Per Hour	300	\$ _____.	\$ _____.
8	Parts/Materials/Components Allowance	Dollars	1	DO NOT BID	\$ 30,000.00 (Include in Subtotal)
9	Mark-Up Allowance for Parts/Materials/Components (Not to Exceed 20%)	Percent	\$30,000.00	_____ %	\$ _____.
10	Portable Changeable Message Sign, Temporary, Variable Message Sign	Per Each Per Day	5	\$ _____.	\$ _____.
11	Maintenance of Traffic - Complete (Per Location Per Day)	Each	15	\$ _____.	\$ _____.

Name of Business _____ Subtotal Amount of Pay Item Nos. 7- 11: \$ _____.

* All quantities, including allowance for parts, represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

EXHIBIT "C" - BID BLANK

**ELECTRICAL, GENERATOR, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
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BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

Subtotal Amount Pay Item Nos. 1 – 6 \$ _____.

Subtotal Amount Pay Item Nos. 7 – 11 \$ _____.

Total Amount of Bid for this Contract \$ _____
(Add together all above Subtotals)

* All quantities, including parts allowance, represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

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

Name of Business _____

The undersigned has completed and is returning the following documents as part of its Bid Package and understands that failure to return any of these documents fully completed may cause rejection of the Bid. The following forms must be completed and submitted by the bid due date and time, in order for the Bid to be responsive:

EXHIBIT "C" - BID BLANK

**ELECTRICAL, GENERATOR, LIFE SAFETY AND LIGHTNING PROTECTION SYSTEMS
MAINTENANCE, REPAIR, INSTALLATION, TESTING, VERIFICATION AND CERTIFICATION**

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BEACHLINE EXPRESSWAY (SR 528) MILEPOST 0.0 TO MILEPOST 32.0**

ESTIMATED QUANTITIES CONTRACT

- ___ Bid Blank: Exhibit C, Page C-1 thru C-4.
- ___ A copy of the firm's Business Tax Receipt stating the name of the Bidder's business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.
- ___ A copy of the firm's license(s) as a certified or registered Electrical Contractor authorized to perform the work specified in this bid package in the State of Florida in accordance with the laws of the State of Florida. (Refer to Exhibit "A," Vendor's Qualifications)
- ___ A copy of the Journeyman Electrician's license(s) as authorized to perform the work specified in this bid package in the State of Florida in accordance with the laws of the State of Florida. (Refer to Exhibit "A," Vendor's Qualifications)
- ___ A copy of the firm's or sub-vendor's license(s)/certification as a certified National Fire Protection Association for Fire Alarm System authorized to perform the work specified in this bid package in the State of Florida in accordance with the laws of the State of Florida. (Refer to Exhibit "A," Vendor's Qualifications)
- ___ A copy of the firm's or sub-vendor's license(s)/certification as a certified Lightning Protection Institute for Lightning Protection Systems authorized to perform the work specified in this bid package in the State of Florida in accordance with the laws of the State of Florida. (Refer to Exhibit "A," Vendor's Qualifications)
- ___ All forms supplied with the bid package (Forms 1 thru 3). Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form. (Forms 4 & 5, if applicable).

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

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

Street Address: _____

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

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

Emergency Contact Information (After Hours):

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

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

Authorized Signature: _____ Title: _____

Owner, President, Vice President or Designated Officer (Corporate Resolution)**

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

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

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