

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



INVITATION TO BID

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

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

Sealed Invitation to Bid Packages will be received by the State of Florida, 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, February 25, 2020** for this project.

BID NO.: DOT-ITB-20-8020-RM

SCOPE OF SERVICES: The work specified under this Contract shall consist of providing all labor, materials, equipment and incidentals necessary to perform a turnkey replacement of existing Building Management System (BMS) using existing infrastructure including the upgrade of equipment controllers.

Vendor's Qualifications

Certification and Registration

- A. The Vendor shall be currently licensed and hold a certification as a Controls Expert, CS BACnet Certified Carrier Authorized Building Controls Expert/Vendor.
- B. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Florida Statutes, in the county of Broward under the respective trade category for the specified work to be performed under this Contract.
- C. 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.
- D. A copy of all required licenses and/or certifications for this Contract shall be included with the Vendor's bid package.

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 county the services are being provided (Broward) at the Pre-work Conference.

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 **five (5) years**. The Vendor shall submit documentation of the work experience with its bid package.

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

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete online 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 Florida Department of Business and Professional Regulation.

For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399
(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 seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

Scrutinized Companies Lists:

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

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 vendors, 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 Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

PRE-BID CONFERENCE: The Department will convene a **MANDATORY PRE-BID MEETING** for this Invitation to Bid (ITB) on Monday, February 10, 2020 at 10:30 a.m. The meeting will be in Auditorium A, Pompano Eleanor 4393, at the Florida’s Turnpike MP 65, Turnpike Operations Center, Pompano Beach, FL 33069.

FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN REJECTION OF THE BID PACKAGE.

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_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://www.myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for “Agency” and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the “ITB” number**

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 PRIOR TO BID SUBMITTAL

EMAIL: Robin Morgan at robin.morgan@dot.state.fl.us or **FAX:** (407) 264-3058

Bid Number: DOT-ITB-20-8020-RM

Title: Upgrades to Existing Building Management System (BMS) and Equipment Controllers – Pompano Turnpike Operations Center

Bid Due Date & Time (On or Before): Tuesday, February 25, 2020, 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 or e-mail *this sheet only* to the Florida Department of Transportation Procurement Office at (407) 264-3058 or robin.morgan@dot.state.fl.us.

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at:

http://www.myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for "Agency" and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "ITB" number**

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 Email Address: _____

For further information on this process, e-mail or telephone: Robin Morgan (407) 264-3697, or email to robin.morgan@dot.state.fl.us.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



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FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

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**State of Florida
Department of Transportation**



INVITATION TO BID

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLING (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

CONTACT FOR QUESTIONS:

OVERNIGHT MAIL OR HAND DELIVERY

**Florida Department of Transportation
Florida's Turnpike Enterprise
Ms. Robin Morgan
Florida's Turnpike, Mile Post 263
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761-3069**

UNITED STATES POSTAL SERVICE (USPS)

**Florida Department of Transportation
Florida's Turnpike Enterprise
Ms. Robin Morgan
P.O. Box 613069
Ocoee, Florida 34761-3069**

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. The Department receives two (2) United Parcel Service (UPS) deliveries per weekday. EXPRESS/FIRST OVERNIGHT delivered packages will be received in the morning, and UPS Ground delivered packages will be received by the end of the day. Please check each carrier for exact delivery times to ensure bid packages are received on or before the bid due date and time.

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 a turnkey replacement of existing Building Management System (BMS) using existing infrastructure including the upgrade of equipment controllers at the Pompano Turnpike Operations Center, Florida's Turnpike Mainline (SR 91), Milepost 65.0.

It is anticipated that the Department will issue a Notice to Proceed within sixty (60) calendar days of contract execution. Services shall commence upon the start date identified in the Notice to Proceed letter and shall continue for a period of sixty (60) calendar days thereafter, or date of termination, whichever occurs first.

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

2) TIMELINE

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

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
MANDATORY PRE-BID CONFERENCE - Florida's Turnpike, MP 65 Auditorium A Eleanor Register Annex 4393 Pompano Beach, Florida 33069 (See Note 1)	2/10/2020	10:30 AM
BRING A COPY OF THE PACKAGE TO THE PRE-BID CONFERENCE		
A NON-MANDATORY SITE VISIT WILL IMMEDIATELY FOLLOW THE PRE-BID CONFERENCE		
DEADLINE FOR TECHNICAL QUESTIONS - Via email to Robin.Morgan@dot.state.fl.us Reference DOT-ITB-20-8020-RM in the subject box. There is no deadline for administrative questions.	2/18/2020	05:00 PM
BIDS DUE (ON OR BEFORE) - Florida's Turnpike MP 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 Reference DOT-ITB-20-8020-RM *(See Notes 1 & 2)	2/25/2020	02:30 PM
PUBLIC OPENING - Florida's Turnpike MP 263 Turkey Lake Service Plaza, Bldg. 5315 Ocoee, Florida 34761 *(See Note 1)	2/25/2020	02:30 PM
POSTING OF INTENDED DECISION/AWARD (VBS)-	3/3/2020 through 3/6/2020	05:00 PM

(*Note 1: All meetings listed above 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 referenced in the Timeline. All bid openings are open to the public and will be conducted according to the following agenda:

Opening remarks – By Department Procurement Office personnel (Approximately two (2) minutes).

Public input period – Public input related to the bid solicitation (Maximum of fifteen (15) minutes total).

Bids opened – At conclusion of public input or fifteen (15) minutes, whichever occurs first, timely bids received 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. Hearing or speech impaired individuals, may contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

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

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. The Transaction Fee 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 seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Agent 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 in the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements," 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) under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting a bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Robin Morgan
Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, FL 34761-3069
Phone: (407) 264-3697
Fax: (407) 264-3058
Email: robin.morgan@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: **(407) 264-3697**.

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

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

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements," 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) under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting a bid. All Addenda will be acknowledged by signature on the Addenda Acknowledgement Form included herein and shall be submitted with the vendor's bid package.

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 entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

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

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

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

listed below (from highest priority to lowest priority):

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

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

8) MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-Bid Conference will be held at the date, time and location referenced 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 bid package. Bids found to be non-responsive will not be considered. Each vendor should be fully acquainted with the conditions relating to the performance of services under the conditions of this solicitation. No allowances will be made to the awarded vendor because of lack of knowledge about conditions or requirements, and the awarded vendor will not be relieved of any liabilities or obligations.

A NON-MANDATORY SITE VISIT WILL IMMEDIATELY FOLLOW THE PRE-BID CONFERENCE.

9) QUALIFICATIONS

9.1 GENERAL

The Vendor must meet the following minimum qualifications:

9.1.1 Certification and Registration

- A. The Vendor shall be currently licensed and hold a certification as a Controls Expert, CS BACnet Certified Carrier Authorized Building Controls Expert/Vendor.
- B. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Florida Statutes, in the county of Broward under the respective trade category for the specified work to be performed under this Contract.
- C. 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.
- D. A copy of all required licenses and/or certifications for this Contract shall be 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 county the services are being provided (Broward) at the Pre-work Conference.

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 **five (5) years**. The Vendor shall submit documentation of the work experience with its bid package.

The Department will review carefully 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 a bid, each bidder must submit a written statement ("Minimum Qualifications Statement" Form 1), detailing the qualifications that demonstrate the minimum qualifications contained herein are met. 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 this criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

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 items that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Robin Morgan, Florida's Turnpike Headquarters, Florida's Turnpike M.P. 263.0, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761** within ten (10) days after the ending date of the period for posting the intended award decision.

(X) 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 \$ 200,000.00 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 Contract.

With respect to any general liability insurance policy required pursuant to this Contract, 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 (30) 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 – No Performance Bond is 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 solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

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

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

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

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the services specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids

found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required services, and failure to perform or meet financial obligations on previous contracts. All determinations of responsiveness will be the responsibility of the Florida Department of Transportation Procurement Office.

22) BID BLANK

The bidder must use the attached Bid Blank to submit its bid. The Bid Blank must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid blanks 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) "DRUG-FREE WORKPLACE" PREFERENCE

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

24) 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.

25) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-20-8020-RM - 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.

26) OVERNIGHT MAIL OR HAND DELIVERY UNITED STATES POSTAL SERVICE (USPS)

Florida Department of Transportation
Florida's Turnpike Enterprise
Ms. Robin Morgan
Florida's Turnpike, Mile Post 263
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761-3069

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

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. The Department receives two (2) United Parcel Service (UPS) deliveries per weekday. EXPRESS/FIRST OVERNIGHT delivered packages will be received in the morning, and UPS Ground delivered packages will be received by the end of the day. Please check each carrier for exact delivery times

to ensure bid packages are received on or before the bid due date and time.

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

27) 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.

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

The Department's decision will be posted on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu (click on "Search Advertisements," 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) under this bid number on date and time referenced 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.

28.2 - 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 28.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

28.3 - 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.

29) 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.

30) 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 (375-030-60)
- Form 5 – Corporate Resolution
- Form 6 – Addenda Acknowledgement

31) TERMS AND CONDITIONS

31.1 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.

31.2 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

32) 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:

Standard Written Agreement

Exhibit "A," Scope of Services

Attachments

Special Conditions

Exhibit "B," Method of Compensation

Exhibit "C," Bid Blank

General Contract Conditions (PUR 1000)

General Instructions to Respondents (PUR 1001)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



FORMS

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of _____,
(Print/Type Name) (Title)
_____, hereby certify that this Company has been in business
(Name of Business)

for a minimum of five (5) years and has the experience to perform the services requested by DOT-ITB-20-8020-RM.

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 review carefully 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, Florida Statutes.

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 Florida Statutes, 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 Florida Statutes, and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 Florida Statutes, 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 Florida Statutes, 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 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 _____ (Name of Business), hereby acknowledge receipt of the above memorandum about

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

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

375-030-60
PROCUREMENT
OGC – 07/18

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

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to Section 215.473, Florida Statutes.

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

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

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," Technical Specifications 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

**STATE OF FLORDA
DEPARTMENT OF TRANSPORTATION**

DOT-ITB-20-8020-RM



ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 6

The Bidder shall acknowledge receipt of each addenda to this Invitation to Bid by completing this form and including same in the bid package.

Addenda No.	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to confirm receipt of addenda may cause for rejection of the bidder's bid package.

Dated _____, 20____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project ID: 444663-1-52-01

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

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

Procurement No.: DOT-ITB-20-8020-RM

D.M.S. Catalog Class No.: 32151700, 39121800, 72103300, 72151207

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 a turnkey replacement of existing Building Management System (BMS) using existing infrastructure including the upgrade of equipment controllers, at the Pompano Turnpike Operations Center, Florida's Turnpike Mainline (SR 91), Milepost 65.0, 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 by sixty (60) days or date of termination, whichever occurs first.
 - Other: See Exhibit “A”

B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. 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 reprourement 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. A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those 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, Exhibit “B,” Method of Compensation, Exhibit “C,” Bid Blank and Attachments “A” – “B”

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)

Nicola Liquori
(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "A"
SCOPE OF SERVICES**

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

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EXHIBIT "A"

SCOPE OF SERVICES

UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS) AND EQUIPMENT CONTROLLERS

POMPANO TURNPIKE OPERATIONS CENTER, FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0

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 a turnkey replacement of existing Building Management System (BMS) using existing infrastructure including the upgrade of equipment controllers at the Pompano Turnpike Operations Center, Florida's Turnpike Mainline (SR 91), Milepost 65.0.

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 Department and the Vendor (hereinafter collectively referred to as the "Parties"), and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents (Standard Written Agreement, Exhibit "A," Scope of Services, Exhibit "B," Method of Compensation, Exhibit "C," Bid Blank, Attachments, and any amendments and supplements thereto) form the Contract between, the Department and the Vendor setting forth the obligations of the Parties, including the performance of the Scope of Services and the basis of payment.

Department: State of Florida, Department of Transportation, Florida's Turnpike Enterprise.

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 Contract within the limitations set forth in the Contract, and as provided by law.

Turnpike Facilities: Turnpike Facilities include, but are not limited to, administrative offices, 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 Project/Contract Manager.

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

2.0 Locations and Site Descriptions

The project site is located at Pompano Turnpike Operations Center, Florida's Turnpike Mainline, Milepost 65.0.

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 shall be sufficient grounds for the Department to declare the Vendor in default pursuant to the terms of Section 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 as a Controls Expert, CS BACnet Certified Carrier Authorized Building Controls Expert/Vendor.
- B. All sub-vendors shall be properly licensed meeting the requirements of Chapter 489, Florida Statutes, in the county of Broward under the respective trade category for the specified work to be performed under this Contract.
- C. 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.
- D. A copy of all required licenses and/or certifications for this Contract shall be 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 county the services are being provided (Broward) at the Pre-work Conference.

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 **five (5) years**. The Vendor shall submit documentation of the work experience with its bid package.

4.0 Scope of Services

4.1 Project Description

The Vendor shall perform a turnkey replacement of current BMS using existing infrastructure including the upgrade of equipment controllers.

A. Scope of Work:

- Remove and replace existing BMS with a new Open BACnet Direct Digital Control Building Management System for the heating, ventilation and air conditioning.
- Inter connect with new Open BACnet Direct Digital Control Building Management System.
- Work shall include all required components for a fully operational BMS system as described below including all parts and labor.

B. Upgrade Requirements:

- The Vendor shall perform due diligence at the site and provide existing equipment characteristics including controls requirements to the Department for evaluation prior to submitting shop drawings and cut sheets of all proposed equipment.
- The Vendor shall provide system engineering and construction documents for the new BMS.
- This project shall require very strict coordination, scheduling and equipment shut down approvals by the Department's representative.
 - The Vendor shall provide a minimum of seven (7) day notice of any scheduled equipment shut down and related work that may impact facility operations. The Vendor shall replace BMS on weekends with no more than twenty-four (24) hours from shut down to re-start of the new systems.
 - This facility is occupied from 6:00AM to 7:00PM, Monday through Friday. During this period, work activities that have minimal impact or disturbance to occupants will be permissible.
 - Activities involving heavy equipment/tools or creating loud noises shall be performed at night or on weekends.
 - The Vendor shall schedule all work to minimize any A/C down time. In the event that the existing A/C equipment/system or the new system is interrupted, the Vendor shall provide temporary cooling equipment/systems as required to maintain these spaces at seventy-five (75) degrees for the duration of this project.
- The Vendor shall provide a proposed schedule for approval prior to commencing any work.
- The Vendor is responsible for maintaining all affected areas clean and free from debris at all time during construction.
- The Vendor shall provide permit plans signed and sealed by a Florida licensed Engineer if required to obtain permits from local authority.
- The Vendor shall perform test and balance commissioning.
- The Vendor shall provide plenum rated low voltage control wiring including terminations.
- The Vendor shall provide all electrical work including, electrical wiring, new circuits and ¾" min. EMT conduits including terminations.
- The Vendor shall provide onsite Project Management.

- The Vendor shall provide shop drawing submittals.
- The Vendor shall provide training to Department personnel on the upgraded Building Management System – min two (2) hours at project site.
- The Vendor shall provide programming, graphics, start-up and commissioning of control system.
- The Vendor shall provide a one (1) year warranty on Carrier Controls, Parts and installation labor.
- The Vendor shall provide Operation and Maintenance Manuals.

C. Operations Building BMS upgrade to Carrier i-Vu System

- Supply and installation of Carrier i-Vu Plus software.
- Installation of PC workstation with monitor.
- Supply and installation of Carrier XTLB 3rd party integration link.
- Integration of existing system points into new i-Vu management system including Annex Building Delta controls system.

D. Air Handling Unit Control - AHU 1, 2, 3

Field mounted controls by Vendor to include:

- Carrier Open BACnet controller with local enclosure.
- Modulating outside air damper actuator.
- Chilled water valve control – *use existing valve*.
- Supply fan start/stop & status.
- Variable frequency drive speed signal – *use existing VFD*.
- Static pressure transducer.
- Duct temperature sensors.
- Humidity sensor.
- Duct CO2 sensors.
- Electric Heater Control.

E. Fan Powered VAV and VAV Terminal Units (Typical of 41)

Field mounted controls by Vendor to include:

- Connect to existing Fan Powered VAV and VAV Terminal units.
- Discharge air temperature sensor.
- Control transformer.

F. Chiller Control - CH 1, 2 & 3

Field mounted controls by Vendor to include:

- Carrier Open BACnet controller with local enclosure.
- Carrier XT-RB 3rd party equipment integration link with local enclosure.
- Trane BACnet interface module – supply and installed.
- Integration of available points to Carrier i-Vu system.
- Chiller start/stop and status through BACnet network.
- CHWP -1 & 2 start/stop and status.
- Outside air temperature/humidity sensor.

G. Exhaust Fan Control - EF – 1

Field mounted controls by Vendor to include:

- EF Start/stop
- EF Status

H. Supply Fan Control - OASF -1

Field mounted controls by Vendor to include:

- SF Start/stop
- SF Status

4.2 General Notes and Other Requirements

- I. The Vendor shall examine the Contract documents and the site of the proposed work carefully before submitting a bid for the work contemplated under this Contract. The Vendor shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract documents.
- J. The Vendor shall have a responsible person available on a twenty-four (24) hour basis, seven (7) days a week, in case of emergencies, or to address other problems that might arise throughout the duration of the Contract. The Vendor shall provide phone numbers and names of personnel designated to be contacted at any time. This contact listing information shall be provided to the Department at the Pre-work Conference.
- K. Prior to beginning work under this Contract, the Vendor shall submit to the Department for approval, a copy of the Vendor's proposed plan and methods for performing the work, including a listing of equipment and personnel anticipated for use.
- L. The Vendor shall maintain adequate and competent personnel to enable the Vendor to complete the assigned work within the time period required under this Contract.
- M. The Vendor shall proceed with the work with all 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.
- N. The Vendor and sub-vendor(s) shall ensure that all motor vehicles used on this project are registered and insured. All drivers shall be licensed in the State of Florida.
- O. The Department shall retain the right to suspend the work wholly or in part, for such period or periods as the Department deems necessary. The Department shall order such suspension in writing. The Vendor shall not resume operations until it receives written authorization from the Department to do so.
- P. All work performed by the Vendor shall be provided in strict compliance with all local, state, and federal requirements, laws, and regulations and in accordance with all equipment manufacturer specifications.

4.3 Parts or Materials Requirements

- A. Parts or materials provided by the Vendor for this project shall be new.
- B. The Vendor shall ensure that all parts, materials, equipment and incidentals incorporated into the work are completely free of any type of asbestos materials.

4.4 Tools and/or Equipment

The Vendor shall be responsible for providing all tools and/or equipment (owned, leased or rented) that may be needed for this project at no additional cost to the Department.

4.5 Reports and Documentation

Refer to Section 4.1, for any reports and documentation required.

4.6 Submittals

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

- A. A list of all personnel anticipated for employment under this Contract.
- B. List of vehicles.
- C. Emergency phone list.
- D. Documents provided by the Department with the pre-work package. The Vendor shall complete and return all required documents prior to the issuance of the Notice to Proceed (NTP).
- E. Project schedule.
- F. Schedule of values.

4.7 Work Schedule

The Vendor shall perform all work, unless otherwise approved by the Department's Project/Contract Manager, strictly between the hours of 7:00AM and 5:00PM local time, Monday through Friday, excluding state holidays.

4.8 Sign-in and Sign-out

For security purposes, the Vendor, sub-vendors and their work crews must sign-in and sign-out at the front desk, and they are not permitted to access any areas other than the work site.

4.9 Work Status

The Vendor shall keep the Department's Project/Contract Manager informed of the status of all work being performed throughout the duration of the Contract.

4.10 Lighting, Water Source and Electrical Power at the Site

- A. If the existing lighting at the site is not adequate, the Vendor shall be responsible for providing, additional lighting necessary to perform the work required under this Contract, at no additional cost to the Department. The Department shall not be responsible for providing additional lighting that may be required to perform or inspect the work required under this Contract.
- B. If water is not available at the site or is not of sufficient volume or pressure, the Vendor shall be responsible for providing, at its sole expense, additional water necessary to perform the work required under this Contract.
- C. The Vendor and sub-vendor(s) may use the Department's electrical power outlets to power the tools utilized by the Vendor's personnel or sub-vendor(s) to perform the work under this Contract. The amperage of the Vendor's and sub-vendor's tools shall not exceed the allotted circuit amperage in the area work is being performed. The Vendor and sub-vendor(s) shall verify the amperage at the time work is to begin and shall ensure the electrical demand for tool power supply shall not overload the circuits.

4.11 Notification of Damages and Damage Repair

The Vendor shall notify the Department's Project/Contract Manager verbally and/or by email of any damages to Turnpike 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, at its sole expense, repair all damages within twenty-four (24) hours of the incident, or with in such other time approved by the Department's Project/Contract Manager.

4.12 Clean-up and Disposal

The Vendor shall maintain all site and setup areas in a clean, neat and presentable condition. Upon completion of Vendor's daily work activities, the Vendor shall collect and remove from the site all surplus, discarded materials and any other trash caused by the work, and properly dispose of the same at a dumpsite approved for the disposal of each different type of material. Daily clean-up and disposal of materials shall be performed to the satisfaction of the Department's Project/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.

4.13 Uniforms

The Vendor, sub-vendors and their employees, at all times, while at each site, shall wear uniforms clearly identifying the company logo and employee's name.

4.14 Performance Measures

The Vendor shall complete the work within the timeframe established in this Contract. Failure by Vendor to complete the work within the allowed timeframe may result in a deduction based on the following performance criteria:

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

All deductions withheld from the Vendor shall occur through adjustments to the final invoice amount.

4.15 Subletting or Assigning of Work

The Vendor shall not sublet, assign or transfer any work under this Contract without prior written consent by the Department. After written consent by the Department, the Vendor shall 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 its 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.

4.16 Notice of Claim

Where the Vendor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Department, the Vendor shall notify the Department in writing of the intention to make a claim for additional compensation or a time extension before beginning the work on which the claim is based. Such notice by the Vendor shall not in any way be construed as establishing the validity of the claim. If such notice is not submitted to the Department within ten (10) calendar days after the Vendor first recognizes the condition giving rise to the claim, the Vendor hereby waives all right to any claim for additional compensation for such claim.

Rejection of the claim(s) by the Department does not absolve the Vendor of its obligations to meet the requirements in this Contract.

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 scope of work. The Vendor shall provide the necessary protection for the safety of its employees, sub-vendors, sub-vendor's employees and the public to prevent damage, injury, or loss to:
- All employees at the site 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 a 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. Any damages to the property of the traveling public and/or the Department as a result of the Vendor's work shall be the sole responsibility of the Vendor.
- D. The Vendor shall properly use and dispose of all chemicals and other hazardous materials in strict accordance with applicable local, state, and federal laws and regulations and shall indemnify the Department of any liabilities arising out of the Vendor's handling, use of, and disposal of said chemicals and hazardous materials.
- E. The Vendor's employees and sub-vendor's employees shall always wear safety vests (current Department 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.

- F. 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 each site.

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 Department vendor, the Vendor shall reschedule the work and advise the Department's Project/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 Department's Project/Contract Manager, the Florida Highway Patrol, or other law enforcement agency having jurisdiction over 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's Project/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 site and shall not reflect or change the time estimated by the Department's Project/Contract Manager on the Work document. Additional hours of work shall not be amended/revised for failure to comply with these procedures.

5.4 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 shall be under the administration of the Department.
- The Department shall assign the Department's Project/Contract Manager to administer the terms and conditions of the Contract at the Pre-work Conference.

6.2 Pre-work Conference

The Department shall contact the Vendor to 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

The Department shall have the right to conduct periodic inspections of work performed and materials used to determine compliance with the requirements of this Contract. The Department's Project/Contract Manager shall have the right to inspect and reject any and all work and materials

that do not meet with the requirements of the Contract. Any work or materials rejected by the Department shall be corrected at the Vendor's expense. Failure to reject defective work or materials, whether from lack of discovery or for any other reason, shall not relieve the Vendor from responsibility to complete the work in full compliance with all Contract requirements, and shall in no way prevent later rejection of such defective work or materials by the Department.

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

The Department shall issue the Notice to Proceed (NTP) within sixty (60) calendar days after the Department's execution of the Contract. Work shall commence upon the start date identified in the NTP letter, and the work shall be completed within sixty (60) calendar days thereafter.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



ATTACHMENTS

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

ATTACHMENT "A"
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 "B"

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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "B"
METHOD OF COMPENSATION**

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

EXHIBIT “B” METHOD OF COMPENSATION

UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS) AND EQUIPMENT CONTROLLERS

POMPANO TURNPIKE OPERATIONS CENTER, FLORIDA’S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0

1.0 General

The Vendor shall accept the compensation as provided in this Contract as full payment for furnishing all labor, materials and equipment, for 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).

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 Upgrades to Existing BMS and Equipment Controllers Services

Payment for this activity shall constitute full compensation for furnishing all labor, materials, lighting, expendable supplies, equipment, tools, rented equipment, transportation, mobilization, lock-out/tag-out, instruments, dump fees, and any other items or incidentals required to be performed as specified in this Contract for a turnkey project. Payment for stored materials and/or equipment will not be granted. The removal and disposal of existing equipment shall be done in accordance with all applicable local, state, and federal requirements, laws, and regulations.

Payment will be made based on the Contract unit prices as shown in Exhibit “C,” Bid Blank, under the following item numbers:

- **Pay Item No. 1 – Upgrades to Existing BMS and Equipment Controllers - Lump Sum (LS).**

The Contract lump sum price for this pay item shall cover the cost of replacing the existing BMS, using existing infrastructure including the upgrade of equipment controllers at Pompano Turnpike Operations Center, Florida’s Turnpike Mainline (SR 91), Milepost 65.0.

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 Department’s Project/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 Department’s Project/Contract Manager. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without a Supplemental Agreement being processed.

3.2 Method of Payment

Partial payments shall be allowed for this project. The Department reserves the right to withhold full payment or partial payment of the Contractor’s invoice when less than the work performed listed on the invoice or work performed were inadequate, not authorized, or not completed.

3.3 Invoicing

Payment will be made following receipt and approval of an invoice package for all work performed and accepted by the Department's Project/Contract Manager.

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

Florida Department of Transportation
PO Box 9828
Fort Lauderdale, Florida 33310
Attn: Eric Feldmeier

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

1. Company Name
2. Address
3. Remittance address if different from mailing address
4. Date of Service
5. Contract or Purchase Order Number
6. Pay Item Number & Description
7. Quantity
8. Unit Price
9. Total Amount of Invoice
10. Total Labor Hours

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.

3.4 The Vendor shall provide a statement (Attachment "B," 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.

3.5 The Vendor shall submit a Certificate of Contract Completion with the final invoice (see Attachment "C").

3.6 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, the 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.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**



**EXHIBIT "C"
BID BLANK**

DOT-ITB-20-8020-RM

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
FLORIDA'S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

ESTIMATED QUANTITIES CONTRACT

FPID: 444663-1-52-01

**EXHIBIT “C”
 BID BLANK**

**UPGRADES TO EXISTING BUILDING MANAGEMENT SYSTEM (BMS)
 AND EQUIPMENT CONTROLLERS**

**POMPANO TURNPIKE OPERATIONS CENTER,
 FLORIDA’S TURNPIKE MAINLINE (SR 91), MILEPOST 65.0**

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY OF ITEM	TOTAL BID AMOUNT
1	UPGRADES TO EXISTING BMS AND EQUIPMENT CONTROLLERS AS SPECIFIED IN THIS CONTRACT	LS	1	\$ _____.

The undersigned has completed and is returning the following documents as part of its bid package and understands that failure to return any of these documents fully completed may cause rejection of the bid.

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

___ Bid Blank: Exhibit C, Page C-1 thru C-2.

___ A copy of the Vendor’s Business Tax Receipt, stating the name of the Bidder’s business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.

___ A copy of the Vendor’s license(s) and certification as a Controls Expert, CS BACnet Certified Carrier Authorized Building Controls Expert/Vendor. (Refer to Exhibit “A,” Scope of Services, Section 3.0, Vendor’s Qualifications)

___ All forms supplied with the bid package (Forms 1 thru 6) return Form 5 and 6 if applicable. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

___ Submit documentation of the work experience with the bid package.

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

Name of Business: _____

EXHIBIT "C"
BID BLANK

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

Name of Business: (Print) _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Federal I.D. No. : _____ M.B.E.: Yes No

Phone Number: () _____ Email Address: _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____

Email Address: _____ Fax No. :() _____

Cellular Number: () _____

Authorized Signature: _____

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

Print Name: _____ Date: _____

Phone Number: () _____ Email Address: _____

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