

**State of Florida
Department of Transportation**



INVITATION TO BID
EMERGENCY FUEL SERVICES

DOT-ITB-20-9111-SJ

RESPONSES DUE:

Thursday, May 28, 2020 @ 3:00PM EST

CONTACT FOR QUESTIONS:

Sherill Johnson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
sherill.johnson@dot.state.fl.us
Phone: (850) 414-4381

State of Florida
Department of Transportation
Central Procurement Office
605 Suwannee Street, MS 20
Tallahassee, FL 32399-0450

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
E-MAIL TO CO.Purch@dot.state.fl.us

Bid Number: DOT-ITB-20-9111-SJ

Title: Emergency Fuel Services

Bid Due Date & Time (On or Before): Thursday, May 28, 2020 @ 3:00PM EST

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and email this sheet only to the Florida Department of Transportation Procurement Office at CO.Purch@dot.state.fl.us. *The subject line of the email should read: DOT-ITB-20-9111-SJ: Bid Registration (Insert Vendor's Name)*

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> www.main menu, 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.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone:

Sherill R. Johnson
sherill.johnson@dot.state.fl.us
(850) 414-4381

**EXHIBIT C
PRICE FORM
FEE SCHEDULE
INITIAL CONTRACT TERM**

BID NUMBER: DOT-ITB-20-9111-SJ

BID TITLE: Emergency Fuel Services

Services to be provided as specified in attached Exhibit “A”, Scope of Services

Item/Equipment	Description	Rental Rate/Labor Rate	Estimated Number of Item / Equipment	Number of Estimated Days	Estimated Cost (Rate*Items*Days)
Portable Fuel Storage Tank	Various sizes ranging from 550 gallons to 6,000 gallons	\$_____ per day	10	180	
12 Volt or 110 V Fuel Pump	Fuel Pump w/hose & nozzle for portable fuel tank	\$_____ per day	20	180	
Delivery/Pickup	Delivery/Pickup Charge for portable tank, frac tank, mini mobile fueling station, command center or portable housing	\$_____ each	20	1	
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$_____ each	20	1	
Portable berm	Spill containment berm	\$_____ per day	8	180	
Bobtail Fuel Truck w/Driver	Bobtail Fuel Truck with Driver - Approximate capacity 3,500 gallons	\$_____ per day	8	180	
Transport Fuel Truck (Tanker) w/Driver	Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	\$_____ per day	8	180	
Subcontractor Fuel Truck	Non-owned subcontracted fuel truck (Bobtail, Tanker or Mobile Fueling Trailer)	\$_____ per day	8	180	
Mobile Fueling Trailer w/Tractor & Driver	Rapid Response customized fuel tanker trailer with 9,000-gallon capacity and up to 8 vehicle refueling positions. (Driver & tractor truck included)	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver- Approximate capacity 1,000 gallons	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 2,000 gallons	\$_____ per day	8	180	
High water Humvee w/fuel tank & Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 300 gallons	\$_____ per day	8	180	
Mini-Mobile Fueling Station	1,550 Gallon approx. capacity, multi-tank fueling trailer with high volume pumps.	\$_____ per day	8	180	

Frac Tank (Single Wall)	20,000-gallon frac tank	\$_____ per day	8	180	
Frac Tank (Dual Wall)	16,100-gallon frac tank	\$_____ per day	8	180	
Portable Housing	Camper or bunk trailer for drivers and labor	\$_____ per day	8	180	
Portable Command Center	Trailer or Motorhome with communication equipment for logistics coordinator and technician	\$_____ per day	8	180	
Logistics Manager	Fuel logistics coordinator	\$_____ per day	2	180	
Technician	technician to repair equipment	\$_____ per day	2	180	
Labor/Attendant	technician to operate fuel station or re-fuel vehicles	\$_____ per day	16	180	
Item/Equipment	Description	Purchase Price	Estimated Number of Gallons per Day	Number of Estimated Days	Estimated Cost (Markup+Index) *Gallons*Days
Fuel	Gasoline	\$_____ Markup + \$0.84 (Index) /per gallon	120,000	180	
Fuel	Diesel	\$_____ Markup + \$0.72 (Index)/per gallon	120,000	180	
GRAND TOTAL of ALL ITEMS for the INITIAL TERM					\$
Payment Terms are Net 30 days					
Rental and Labor Rates begin upon customer notification of activation and end upon the return of the equipment or labor to its point of origin. Lodging & per diem for meals per day per man should be included in the daily rate.					
Other Item/Equipment not described in this exhibit will require pre-approval by the Department.					
Note: The indexes used for the fuel price form is for evaluation purposes only. The actual number, for contracting purposes, will be based upon the daily indexes provided by the Federal Government's Official U.S. Energy Information Administration.					
<i>Effective April 2020</i>					

**EXHIBIT C
PRICE FORM
FEE SCHEDULE
RENEWAL YEAR 1**

BID NUMBER: DOT-ITB-20-9111-SJ

BID TITLE: Emergency Fuel Services

Services to be provided as specified in attached Exhibit “A”, Scope of Services

Item/Equipment	Description	Rental Rate/Labor Rate	Estimated Number of Item / Equipment	Number of Estimated Days	Estimated Cost (Rate*Items*Days)
Portable Fuel Storage Tank	Various sizes ranging from 550 gallons to 6,000 gallons	\$_____ per day	10	180	
12 Volt or 110 V Fuel Pump	Fuel Pump w/hose & nozzle for portable fuel tank	\$_____ per day	20	180	
Delivery/Pickup	Delivery/Pickup Charge for portable tank, frac tank, mini mobile fueling station, command center or portable housing	\$_____ each	20	1	
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$_____ each	20	1	
Portable berm	Spill containment berm	\$_____ per day	8	180	
Bobtail Fuel Truck w/Driver	Bobtail Fuel Truck with Driver - Approximate capacity 3,500 gallons	\$_____ per day	8	180	
Transport Fuel Truck (Tanker) w/Driver	Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	\$_____ per day	8	180	
Subcontractor Fuel Truck	Non-owned subcontracted fuel truck (Bobtail, Tanker or Mobile Fueling Trailer)	\$_____ per day	8	180	
Mobile Fueling Trailer w/Tractor & Driver	Rapid Response customized fuel tanker trailer with 9,000-gallon capacity and up to 8 vehicle refueling positions. (Driver & tractor truck included)	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver- Approximate capacity 1,000 gallons	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 2,000 gallons	\$_____ per day	8	180	
High water Humvee w/fuel tank & Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 300 gallons	\$_____ per day	8	180	
Mini-Mobile Fueling Station	1,550 Gallon approx. capacity, multi-tank fueling trailer with high volume pumps.	\$_____ per day	8	180	

Frac Tank (Single Wall)	20,000-gallon frac tank	\$_____ per day	8	180	
Frac Tank (Dual Wall)	16,100-gallon frac tank	\$_____ per day	8	180	
Portable Housing	Camper or bunk trailer for drivers and labor	\$_____ per day	8	180	
Portable Command Center	Trailer or Motorhome with communication equipment for logistics coordinator and technician	\$_____ per day	8	180	
Logistics Manager	Fuel logistics coordinator	\$_____ per day	2	180	
Technician	technician to repair equipment	\$_____ per day	2	180	
Labor/Attendant	technician to operate fuel station or re-fuel vehicles	\$_____ per day	16	180	
Item/Equipment	Description	Purchase Price	Estimated Number of Gallons per Day	Number of Estimated Days	Estimated Cost (Markup+Index) *Gallons*Days
Fuel	Gasoline	\$_____ Markup + \$0.84 (Index) /per gallon	120,000	180	
Fuel	Diesel	\$_____ Markup + \$0.72 (Index)/per gallon	120,000	180	
GRAND TOTAL of ALL ITEMS for RENEWAL YEAR 1					\$
Payment Terms are Net 30 days					
Rental and Labor Rates begin upon customer notification of activation and end upon the return of the equipment or labor to its point of origin. Lodging & per diem for meals per day per man should be included in the daily rate.					
Other Item/Equipment not described in this exhibit will require pre-approval by the Department.					
Note: The indexes used for the fuel price form is for evaluation purposes only. The actual number, for contracting purposes, will be based upon the daily indexes provided by the Federal Government's Official U.S. Energy Information Administration.					
<i>Effective April 2020</i>					

**EXHIBIT C
PRICE FORM
FEE SCHEDULE
RENEWAL YEAR 2**

BID NUMBER: DOT-ITB-20-9111-SJ

BID TITLE: Emergency Fuel Services

Services to be provided as specified in attached Exhibit “A”, Scope of Services

Item/Equipment	Description	Rental Rate/Labor Rate	Estimated Number of Item / Equipment	Number of Estimated Days	Estimated Cost (Rate*Items*Days)
Portable Fuel Storage Tank	Various sizes ranging from 550 gallons to 6,000 gallons	\$_____ per day	10	180	
12 Volt or 110 V Fuel Pump	Fuel Pump w/hose & nozzle for portable fuel tank	\$_____ per day	20	180	
Delivery/Pickup	Delivery/Pickup Charge for portable tank, frac tank, mini mobile fueling station, command center or portable housing	\$_____ each	20	1	
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$_____ each	20	1	
Portable berm	Spill containment berm	\$_____ per day	8	180	
Bobtail Fuel Truck w/Driver	Bobtail Fuel Truck with Driver - Approximate capacity 3,500 gallons	\$_____ per day	8	180	
Transport Fuel Truck (Tanker) w/Driver	Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	\$_____ per day	8	180	
Subcontractor Fuel Truck	Non-owned subcontracted fuel truck (Bobtail, Tanker or Mobile Fueling Trailer)	\$_____ per day	8	180	
Mobile Fueling Trailer w/Tractor & Driver	Rapid Response customized fuel tanker trailer with 9,000-gallon capacity and up to 8 vehicle refueling positions. (Driver & tractor truck included)	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver- Approximate capacity 1,000 gallons	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 2,000 gallons	\$_____ per day	8	180	
High water Humvee w/fuel tank & Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 300 gallons	\$_____ per day	8	180	
Mini-Mobile Fueling Station	1,550 Gallon approx. capacity, multi-tank fueling trailer with high volume pumps.	\$_____ per day	8	180	

Frac Tank (Single Wall)	20,000-gallon frac tank	\$_____ per day	8	180	
Frac Tank (Dual Wall)	16,100-gallon frac tank	\$_____ per day	8	180	
Portable Housing	Camper or bunk trailer for drivers and labor	\$_____ per day	8	180	
Portable Command Center	Trailer or Motorhome with communication equipment for logistics coordinator and technician	\$_____ per day	8	180	
Logistics Manager	Fuel logistics coordinator	\$_____ per day	2	180	
Technician	technician to repair equipment	\$_____ per day	2	180	
Labor/Attendant	technician to operate fuel station or re-fuel vehicles	\$_____ per day	16	180	
Item/Equipment	Description	Purchase Price	Estimated Number of Gallons per Day	Number of Estimated Days	Estimated Cost (Markup+Index) *Gallons*Days
Fuel	Gasoline	\$_____ Markup + \$0.84 (Index) /per gallon	120,000	180	
Fuel	Diesel	\$_____ Markup + \$0.72 (Index)/per gallon	120,000	180	
GRAND TOTAL of ALL ITEMS for RENEWAL YEAR 2					\$
Payment Terms are Net 30 days					
Rental and Labor Rates begin upon customer notification of activation and end upon the return of the equipment or labor to its point of origin. Lodging & per diem for meals per day per man should be included in the daily rate.					
Other Item/Equipment not described in this exhibit will require pre-approval by the Department.					
Note: The indexes used for the fuel price form is for evaluation purposes only. The actual number, for contracting purposes, will be based upon the daily indexes provided by the Federal Government's Official U.S. Energy Information Administration.					
<i>Effective April 2020</i>					

**EXHIBIT C
PRICE FORM
FEE SCHEDULE
RENEWAL YEAR 3**

BID NUMBER: DOT-ITB-20-9111-SJ

BID TITLE: Emergency Fuel Services

Services to be provided as specified in attached Exhibit “A”, Scope of Services

Item/Equipment	Description	Rental Rate/Labor Rate	Estimated Number of Item / Equipment	Number of Estimated Days	Estimated Cost (Rate*Items*Days)
Portable Fuel Storage Tank	Various sizes ranging from 550 gallons to 6,000 gallons	\$_____ per day	10	180	
12 Volt or 110 V Fuel Pump	Fuel Pump w/hose & nozzle for portable fuel tank	\$_____ per day	20	180	
Delivery/Pickup	Delivery/Pickup Charge for portable tank, frac tank, mini mobile fueling station, command center or portable housing	\$_____ each	20	1	
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$_____ each	20	1	
Portable berm	Spill containment berm	\$_____ per day	8	180	
Bobtail Fuel Truck w/Driver	Bobtail Fuel Truck with Driver - Approximate capacity 3,500 gallons	\$_____ per day	8	180	
Transport Fuel Truck (Tanker) w/Driver	Transport Fuel Truck with Driver- Approximate capacity 8,500 gallons	\$_____ per day	8	180	
Subcontractor Fuel Truck	Non-owned subcontracted fuel truck (Bobtail, Tanker or Mobile Fueling Trailer)	\$_____ per day	8	180	
Mobile Fueling Trailer w/Tractor & Driver	Rapid Response customized fuel tanker trailer with 9,000-gallon capacity and up to 8 vehicle refueling positions. (Driver & tractor truck included)	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver- Approximate capacity 1,000 gallons	\$_____ per day	8	180	
High water Fuel Truck w/Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 2,000 gallons	\$_____ per day	8	180	
High water Humvee w/fuel tank & Driver	High water/All terrain capable fuel truck with Driver - Approximate capacity 300 gallons	\$_____ per day	8	180	
Mini-Mobile Fueling Station	1,550 Gallon approx. capacity, multi-tank fueling trailer with high volume pumps.	\$_____ per day	8	180	

Frac Tank (Single Wall)	20,000-gallon frac tank	\$_____ per day	8	180	
Frac Tank (Dual Wall)	16,100-gallon frac tank	\$_____ per day	8	180	
Portable Housing	Camper or bunk trailer for drivers and labor	\$_____ per day	8	180	
Portable Command Center	Trailer or Motorhome with communication equipment for logistics coordinator and technician	\$_____ per day	8	180	
Logistics Manager	Fuel logistics coordinator	\$_____ per day	2	180	
Technician	technician to repair equipment	\$_____ per day	2	180	
Labor/Attendant	technician to operate fuel station or re-fuel vehicles	\$_____ per day	16	180	
Item/Equipment	Description	Purchase Price	Estimated Number of Gallons per Day	Number of Estimated Days	Estimated Cost (Markup+Index) *Gallons*Days
Fuel	Gasoline	\$_____ Markup + \$0.84 (Index) /per gallon	120,000	180	
Fuel	Diesel	\$_____ Markup + \$0.72 (Index)/per gallon	120,000	180	
GRAND TOTAL of ALL ITEMS for RENEWAL YEAR 3					\$
Payment Terms are Net 30 days					
Rental and Labor Rates begin upon customer notification of activation and end upon the return of the equipment or labor to its point of origin. Lodging & per diem for meals per day per man should be included in the daily rate.					
Other Item/Equipment not described in this exhibit will require pre-approval by the Department.					
Note: The indexes used for the fuel price form is for evaluation purposes only. The actual number, for contracting purposes, will be based upon the daily indexes provided by the Federal Government’s Official U.S. Energy Information Administration.					
<i>Effective April 2020</i>					

EXHIBIT C PRICE FORM FEE SCHEDULE

BID NUMBER: DOT-ITB-20-9111-SJ

BID TITLE: EMERGENCY FUEL SERVICES

Special Note: Award will be made based upon the Grand Total of the Initial Contract Term

RENEWAL: (see Special Condition 31).

NOTE: Unit Rates must be stated specifically in dollars and cents, NOT a percentage increase.

MFMP Transaction Fee:

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

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

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

Bidder: _____ FEID# _____

Address: _____ City, State, Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

DOT-ITB-20-9111-SJ

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested? _____

Provide a written statement detailing your qualifications:

WORK REFERENCES

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
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1. _____

2. _____

3. _____

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

375-040-18
PROCUREMENT
03/17

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

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
03/17

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

Date: _____

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

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

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

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

Is the prime contractor a Florida Department of Transportation Certified Disadvantaged Business Enterprise (DBE)?
(yes) (no)

Expected amount of contract dollars to be subcontracted to DBE(s): \$ _____

OR

It is our intent to subcontract _____ % of the contract dollars to DBE(s). Listed below are the proposed DBE subcontractors:

<u>DBE (s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Submitted by: _____ Title: _____
(Type or Print)

Date: _____

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

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

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

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

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

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

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide Emergency Fuel Services. It is anticipated that the term of the contract will begin on or about the date of contract execution and be effective for three years thereafter.

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

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	05-19-2020	05:00 PM EST
BIDS DUE (ON OR BEFORE) - Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414.4381 CO.Purch@dot.state.fl.us	05-28-2020	03:00 PM EST
PUBLIC OPENING - (Meeting will be held via Teleconference) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent Teleconference Number: 1 (872) 240-3412 Access Code: 948-396-485	05-28-2020	03:00 PM EST
POSTING OF INTENDED DECISION/AWARD -	06-02-2020	

3) BID OPENING AGENDA

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Timeline. All bid openings are open to the public, however, due to COVID-19 (Coronavirus), these meetings will be held via teleconferencing, and will be conducted according to the following agenda:

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

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

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

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

4) **SPECIAL ACCOMMODATIONS**

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

SPECIAL CONDITIONS

1) **MyFloridaMarketPlace**

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

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

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

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

3) **QUESTIONS & ANSWERS**

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

FDOT Procurement Office
Attn: Sherill Johnson
605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450
 Or sherill.johnson@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4381

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

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

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

5) DIVERSITY ACHIEVEMENT:

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d-2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the

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

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

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

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

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

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

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

6) **SCOPE OF SERVICES**

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

7) **INTENDED AWARD**

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

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise

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

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

8) **PRE-BID CONFERENCE**

A PRE-BID CONFERENCE WILL NOT BE HELD.

9) **QUALIFICATIONS**

9.1 **GENERAL**

Vendor must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of five years.

9.1.2 Has worked on emergency fuel management at the state level

9.2 **BIDDER QUALIFICATIONS**

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

9.3 **AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA**

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

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

9.4 **LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA**

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

For licensing, contact:

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

10) WARRANTY/SUBSTITUTIONS

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

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

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

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Sherill Johnson, 605 Suwannee Street, Mail Station 20, Tallahassee, FL 32399-0450**, within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$ 1,000,000.00. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

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

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

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

For the satisfactory performance of these services the Vendor shall be paid as described in the attached 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 contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

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

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that

Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

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

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF BIDS

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

22) BID SHEET

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

23) ESTIMATED QUANTITIES

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

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

24) "DRUG-FREE WORK PLACE" PREFERENCE

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

25) COPYRIGHTED MATERIAL

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

26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate sealed envelope or separate attached document labeled "Attachment – 9111 - Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.

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

**Florida Department of Transportation
Central Procurement Office
Attn: Sherill Johnson, Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414.4381
CO.Purch@dot.state.fl.us**

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

27.1 Electronic Bid Submittals

Due to restrictions/limitations concerning COVID-19 (Coronavirus), the Florida Department of Transportation is allowing the electronic submission of Bids. Please follow the below instructions. Failure to follow these instructions, may result in your bid being found non-responsive. Non-responsive replies will not be evaluated.

- a. Subject Line must show: DOT-ITB-20-9111-SJ – (Insert Vendor's Name)

- b. Email shall contain one file attachment marked as follows:
DOT-ITB-20-9111-SJ Bid Submittal
- c. Documents submitted shall be submitted in portable document format (PDF) and have a size limit of 25MB.
- d. The body of the email shall not contain any information
- e. Bids shall be submitted to: CO.Purch@dot.state.fl.us

28) **MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

29) **POSTING OF INTENDED DECISION/AWARD**

29.1 - General:

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

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

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

29.2 - Inability to Post:

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

29.3 - Request to Withdraw Bid:

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

30) AWARD OF THE CONTRACT

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

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

31) RENEWAL

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

32) ATTACHED FORMS

Price Form/Fee Schedule
 Minimum Qualifications Statement
 Drug-Free Workplace Program Certification (Form 375-040-18)
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
 MBE Planned Utilization (Form 375-040-24)
 DBE Participation Statement
 Bid Opportunity List

33) TERMS AND CONDITIONS

33.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.
<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

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

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

33.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.
<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

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

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

33.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

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

34) ORDER OF PRECEDENCE

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

Special Conditions

Scope of Services

Bid Sheet

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts)

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

35) EQUITABLE ADJUSTMENT

At the discretion of the Department, contract price adjustments may be allowed in accordance with General Condition 4(e) of Form PUR 1000, attached hereto. The contract vendor shall provide written notice to the Department requesting a price adjustment and written approval from the Department's Contract Manager is required prior to commencing with the price adjustment effective the subsequent invoice period. The Contract Vendor must provide documentation to the Department to support the request for pricing adjustment(s). Unit price adjustments due to fuel cost increases or decreases shall utilize the Federal Government's Annual Energy Review to display changes in material costs. The following website can be used as support for the submitted unit price adjustment request: <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>

Information from this website will only be used as supporting documentation and must accompany the request for a price adjustment.

36) ALTERNATES

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

37) PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

EXHIBIT A
SCOPE OF SERVICES
EMERGENCY FUEL SERVICES

1.0 GENERAL

This statement of work describes and defines the equipment and services required to provide fuel in support of emergency evacuation and emergency response and recovery related activities for the Florida Department of Transportation (the Department). The Vendor shall provide all services described herein. Activities consist of, but are not limited to, providing logistics support; on site self-sustained mobile fueling stations (known hereafter as mobile fueling stations) including fuel (gasoline and diesel); and emergency spot fueling. All services performed under this contract shall be conducted in accordance with all applicable Federal and State laws, and environmental regulations.

The services will begin upon written authorization by the Department. No guarantee of minimum or maximum quantities is made by the Department under terms of this Contract.

The Department, at its sole discretion, may award more than one contract based on the bids received and the number of fuel resources needed. If more than one award is made, such award will be to the lowest bidder, and then to the next lowest bidder and activated in the same order based on availability of the vendors and the vendors' ability to satisfy the needs of the Department.

The Department, at its sole discretion, may elect to perform work with additional contract forces at any time throughout the emergency operations.

The terms and conditions of this contract apply to work statewide.

The Vendor, and all sub-contractors, shall not provide any information to the media without the written permission of the Department's Emergency Coordination Officer (ECO) or Communications Officer. This includes on site interviews requested from any media outlet. All inquiries by a member of the media or any elected official will be directed to the State EOC via the Department's Office of Maintenance. The Vendor shall disseminate this guidance to all employees and sub-contractors.

2.0 SERVICES TO BE PROVIDED BY THE VENDOR

The following listed services shall be performed by the Vendor upon notification by the Department:

1. The Vendor shall, within sixty (60) minutes of notification, provide and confirm 24-hour contact information for the Vendor's Logistics Support Manager and alternate for coordination of emergency fuel operations. The Vendor, the Vendor's Logistics Support Manager, and the alternate shall be available to take direction from the Department.
2. The Vendor's Logistics Support Manager shall, within twenty-four (24) hours of notification, must be available to coordinate emergency fuel operations. All coordination will be through the Department's Office of Maintenance unless directed otherwise on a case by case basis.
3. The Vendor shall, within twenty-four (24) hours of each notification by the Department, provide up to eight (8) mobile fueling stations (specific type and size may vary) capable of dispensing fuel directly into vehicles and provide additional associated equipment to support fueling operations on site at locations designated by the Department.
 - a. Stations are to be fully operated by the Vendor.
 - b. The Vendor shall ensure the fueling stations remain supplied and fully operational at all times throughout the activation (twenty-four (24) hours a day and seven (7) days a week, unless changed by the Department).
 - c. The Department may require both gasoline and diesel. The Department will determine the fuel mix and quantities.
 - d. The Department will designate the location for each station and will continue to coordinate locations through the Department's Office of Maintenance.
4. The Vendor shall provide the number and type of fuel resources for exclusive service under this Contract.
5. The Vendor shall, within twenty-four (24) hours of each notification by the Department, provide spot fueling capabilities such as, but not limited to, the capacity to fuel stationary and portable generators as required on-site at locations designated by the Department. The Department will determine the fuel mix and quantities. The Department will designate the locations for the spot fueling and will continue to coordinate locations through the Department's Office of Maintenance.

- 6 The Vendor shall, within twenty-four (24) hours of each notification by the Department, provide up to eight (8) self-sustaining bobtails, tankers, high water vehicles, Humvees, or alternative vehicles previously approved by the Department to dispense fuel directly to vehicles designated by the Department, as required on-site at locations designated by the Department.
7. The Vendor shall provide sufficient qualified and properly certified personnel to continuously conduct these operations as directed by the Department.
8. Upon request by the Department, the Vendor shall provide copies of the driver's licenses of all operators providing services under this Contract.
9. The Vendor shall ensure that all Vendor personnel have and utilize personal protective safety gear in accordance with Department requirements and Vendor safety policies.
10. The Vendor shall ensure that all fuel handling and refueling safety requirements are followed.
11. The Vendor shall adhere to all Federal, State, and local laws regarding fuel transporting and handling activities.
12. After the termination of the operations, upon request of the Department's Emergency Coordination Officer or the Department's Office of Maintenance, or both, the Vendor shall participate in an After-Action Review of the operations in order to identify issues, concerns, and corrective actions required to ensure efficient operations in future endeavors.
13. The Vendor shall only dispense fuel to those vehicles authorized by the Department.
14. The Vendor shall provide instantaneous and reliable communication (via mobile phones or radios) between itself and each vehicle and station, or both and the Department. In addition, the Vendor should identify if it has the capability of providing the Department with "dashboard" visibility of its vehicles (such as through GPS tracking of vehicles with real-time feed provided to the Department).
15. The Vendor shall track all fuel quantities dispensed and provide a daily electronic report in a format approved by the Department. The report will include the vehicle's owning agency, vehicle tag number, vehicle driver, and the time, date, quantity, and type of fuel dispensed. This information shall be included with all Vendor invoices. The Vendor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Vendor agrees that the price charged to the Department shall be subject to audit, and the Vendor shall make all records supporting the invoiced prices available for inspection, upon written request by the Department. Vendor invoices shall show all applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.

Emergency Fuel Transaction Checklist:

- a) Date of Transaction.
- b) Location (County) of Transaction.
- c) Location (Specific) of Transaction (military base by name, LSA by name, Interstate Rest Area/WIM Site by name, etc.).
- d) Entity Receiving Fuel (Company Name, State/Agency Name, Federal/Agency Name, Charitable Organization Name).
- e) Type of Vehicle/Equipment - If fuel is being dispensed to a specific location for a specific mission, be descriptive as to location, type of equipment, etc.

- f) Type of Fuel.
- g) Gallons Dispensed.
- h) Mission Number for which fuel is being dispensed. (General Mission Numbers are acceptable, Specific Mission Numbers are critical when fuel is being delivered/dispensed at specific locations (i.e. generators at nursing homes)).
- i) Photo Information - An automated system of data capture is preferred. In addition, if it is a Federal or State agent that is on a rental or personal vehicle, have a photo of the employee holding their agency identification badge. This is necessary because rental vehicles/personal vehicles receiving emergency fuel should be able to be tied back to a specific agency.

Emergency Fuel Equipment Checklist:

- a) Date of Transaction.
- b) Location (County) of Transaction.
- c) Location (Specific) of Transaction (military base by name, LSA by name, City - be specific as possible).
- d) Entity Receiving Fuel (Company Name, State/Agency Name, Federal/Agency Name).
- e) Type of Equipment being used (i.e. Bobtail, Humvee, Transport Tanker, Spill Protection, etc.). Equipment ID number is critical to be able to track.
- f) Regarding “incidental” equipment (i.e. Frac Tanks, Spill Berms and associated charges), please specify the location of the equipment that is in use and being billed.
- g) Subcontractor information is also needed, if a subcontractor is used.
- h) Mission Number(s) associated with the use of the equipment for every day during the response.
- i) Photo Information - An automated system of data capture is preferred. Having a photo of the actual piece of equipment with the equipment ID number is the ideal form of documentation.

EXHIBIT B
METHOD OF COMPENSATION
FOR EMERGENCY FUEL SERVICES

1.0 PURPOSE

This exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" Scope of Services.

2.0 ASSIGNMENT OF WORK:

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

3.0 COMPENSATION

There is no Budgetary Ceiling. Funds will be encumbered for each Letter of Authorization.

This is a Term Contract for an indefinite quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

4.0 PROGRESS PAYMENTS

For the satisfactory performance of the services detailed in Exhibit "A", the Vendor shall be paid the Fuel Price Index plus the fuel markup submitted in Exhibit "C" plus applicable Fuel taxes and/or petroleum associated fees (determined by the county in which delivery of fuel is made) for fuel dispensed at the fueling sites. The Federal Government's Official U.S. Energy Information Administration website (<https://www.eia.gov/petroleum/gasdiesel/>) shall be used for this agreement, and will be the Index used for all fuel grades delivered to the refueling locations. For gasoline, use "Regular — Conventional Areas, Florida". For diesel, use "Diesel — All Types "

Progress payments, will be made in accordance with the Fee Rates shown on Exhibit C. Such payments will be made upon the completion of all work performed as required in Exhibit A for the invoice period.

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory **performance** of the services detailed in each LOA, the Vendor shall be paid up to the Maximum Amount of each Authorization.

Payment shall be made for the services provided, at the unit billing rates specified in Exhibit "C", as approved by the Department. The contract billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. Allowable costs should be task related and not include items normally associated with overhead which is part of the billable rates. **Invoice shall include documentation of hours provided and itemization of costs incurred (including receipts).** Bills for travel expenses authorized by the terms of this Agreement and the Department's Project Manager and shall be submitted in accordance with Section 112.061, Florida Statutes.

Invoices shall be submitted to: Florida Department of Transportation
Office of Maintenance
Attn: Program Resources Administrator
605 Suwannee Street, MS-52
Tallahassee, FL 32399

IF THE VENDOR HAS CERTIFIED THAT MBE OR DBE PARTICIPATION WILL BE UTILIZED FOR THIS CONTRACT, THE FOLLOWING STATEMENTS MUST BE INCLUDED: *****

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

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

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

5.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C". Once an acceptable Upset Limit Amount has been agreed upon by the Vendor and the Department's Contract Manager, a "Letter of Authorization" shall be issued by the Contract Manager. The Contract Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization".

All work authorizations shall be completed in accordance with the terms of this Agreement.

6.0 DETAILS OF UNIT RATES:

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

7.0 TANGIBLE PERSONAL PROPERTY:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-ITB-20-9111-SJ
DMS Catalog Class No.: _____

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

1. SERVICES AND PERFORMANCE

- A. In connection with Emergency Fuel Services, 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

Chief Engineer

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 three years from the date of contract execution, 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 three years from the date of contract execution or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

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

funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$_____ per person and \$_____ each occurrence, and property damage insurance of at least \$_____ each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$1,000,000.00.

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

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

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

E. CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

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

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

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

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

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

The following provision is not applicable to this Agreement:

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

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

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

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 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:
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):
CONTRACT (Purchase Order) # DOT-ITB-20-9111-SJ**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Appendix I Supplement

Terms for Federal Emergency Management Agency (FEMA) Requirements

(A) This contract 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 Contract 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 Contract, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract 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 Contract 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 Contract is to be terminated.

(D) If the Contract 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 Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Contract. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

(F) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract” in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(G) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(H) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(I) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the

Regional Office of the Environmental Protection Agency (EPA).

(J) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(K) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(L) Procurement of recovered materials—Vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

BID CHECKLIST(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

- ___ 1. The "Bid Sheet" has been filled out completely, signed, and enclosed in the bid response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the bid response, if applicable.
- ___ 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the bid response.
- ___ 5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- ___ 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- ___ 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- ___ 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- ___ 9. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:

Bid No.: DOT-ITB-20-9111-SJ

Title: Emergency Fuel Services

Opening Date & Time: See "TIMELINE" in INTRODUCTION SECTION