INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP
FAX TO (850) 330-1494 OR E-MAIL TO Karen.woodham@dot.state.fl.us

Bid Number: ITB-DOT-16/17-3051KW

Title: Emergency Service Patrol for North/South Project Locations on an as needed basis

Bid Due Date & Time (On or Before): April 25, 2017

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (850) 330-1494, or e-mail to Karen Woodham at Karen.woodham@dot.state.fl.us.

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

Company Name: ________________________________

Address: ______________________________________

City, State, Zip: ________________________________

Telephone: (____) __________________ Fax Number: (____) __________________

Contact Person: ________________________________

Internet E-Mail Address: _________________________

For further information on this process, e-mail or telephone: (Karen Woodham, E-mail: Karen.woodham@dot.stat.fl.us or Phone: (850) 330-1340
**EXHIBIT "C"**
**FORM B**
**BID SHEET**

**ITB-DOT-16/17-3051KW**

**Emergency Service Patrol for North/ South Project Locations**

EACH PROJECT LOCATION WILL BE A SEPARATE CONTRACT

BID ON ANY AND ALL LOCATION(S) YOU ARE INTERESTED IN AND ARE ABLE TO PROVIDE SERVICES FOR

<table>
<thead>
<tr>
<th>NORTH/SOUTH PROJECT LOCATIONS:</th>
<th>HOURLY RATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) SR 187 (US 331) - from SR 10 (US 90) to the Alabama State Line in Walton County</td>
<td>$</td>
</tr>
<tr>
<td>2) SR 83 North from SR 10 to the Alabama State Line in Walton County</td>
<td>$</td>
</tr>
<tr>
<td>3) SR 83 (US 331) from SR 30 (US 98) to SR 10 (US 90) in Walton County</td>
<td>$</td>
</tr>
<tr>
<td>4) US 29 from I-10 North to CR 184 (Quintette Road) in Escambia County</td>
<td>$</td>
</tr>
<tr>
<td>5) US 29 from CR 184 (Quintette Road) North to Florida/Alabama State Line in Escambia County</td>
<td>$</td>
</tr>
<tr>
<td>6) SR 85 from I-10 to SR 123 to SR 85 S to SR 30 E to SR 293 N to SR 20 W to SR 85 N to I-10 in Okaloosa County</td>
<td>$</td>
</tr>
<tr>
<td>7) SR 85 from I-10 to Alabama State Line in Okaloosa County</td>
<td>$</td>
</tr>
<tr>
<td>8) SR 10 from SR 85 West to SR 4 North to SR 189 N to Alabama State Line in Okaloosa County</td>
<td>$</td>
</tr>
<tr>
<td>9) SR 87 from US 98 North to Interstate (I-10) in Santa Rosa County</td>
<td>$</td>
</tr>
<tr>
<td>10) SR 87 from Interstate (I-10) thru Milton, Fl North to SR 89 (Point Baker) in Santa Rosa County</td>
<td>$</td>
</tr>
<tr>
<td>11) SR 87 from SR 89 (Point Baker) North to Florida/Alabama State Line in Santa Rosa County</td>
<td>$</td>
</tr>
<tr>
<td>12) Interstate 110 (Entire Limits) from 9:00 PM to 5:00 AM (Local Time) and Weekends 24 hours a day</td>
<td>$</td>
</tr>
<tr>
<td>13) US 231 from I-10 to Alabama State Line in Jackson County</td>
<td>$</td>
</tr>
<tr>
<td>14) SR 77 from SR 20 to I-10 in Washington County</td>
<td>$</td>
</tr>
<tr>
<td>15) SR 79 from SR 20 in Washington County to I-10 in Holmes and Washington Counties</td>
<td>$</td>
</tr>
<tr>
<td>16) US 231 from SR 20 to I-10 in Jackson County</td>
<td>$</td>
</tr>
<tr>
<td>17) US 27 from Leon County Line to Georgia State Line in Gadsden County</td>
<td>$</td>
</tr>
<tr>
<td>18) US 27 from Madison County Line to Leon County Line in Jefferson County</td>
<td>$</td>
</tr>
<tr>
<td>19) US 27 from Jefferson County Line to Gadsden County Line in Leon County</td>
<td>$</td>
</tr>
<tr>
<td>US 319/98 from Gulf County Line to Wakulla County Line and SR 85 from junction with US 319/98 to Liberty County Line in Franklin County</td>
<td>$</td>
</tr>
<tr>
<td>20) US 319 from Wakulla County Line to Georgia State Line in Leon County</td>
<td>$</td>
</tr>
<tr>
<td>21) US 319 from Franklin County Line to Leon County Line and US 98 from Franklin County Line to Jefferson County Line in Wakulla County</td>
<td>$</td>
</tr>
<tr>
<td>22) US 85 from Franklin County Line to Gadsden County Line and SR 20 from Calhoun County Line to Leon County Line in Liberty County</td>
<td>$</td>
</tr>
<tr>
<td>23) US 19 from junction with US 27 to Georgia State Line in Jefferson County</td>
<td>$</td>
</tr>
<tr>
<td>24) SR 59 from junction with US 98 to junction with US 27 in Jefferson County</td>
<td>$</td>
</tr>
<tr>
<td>25) US 98 from Taylor County Line to Wakulla County Line in Jefferson County</td>
<td>$</td>
</tr>
<tr>
<td>26) US 231 from US 98 to SR 20 in Bay County</td>
<td>$</td>
</tr>
<tr>
<td>27) SR 79 from US 98 to SR 20; SR 20 from SR 79 to SR 77; SR 77 from SR 20 to US 231 in Bay County</td>
<td>$</td>
</tr>
</tbody>
</table>

**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. However, all vendors should be aware that effective November 1st, 2015 through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.7%) of the payment issued. 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:  
FED#  
Address:  
City, State, Zip:  
Authorized Signature:  
Date:  
Fax#:  
Printed/Typed:  
Title:  

**10/18/2016**

[Signature]
### FDOT Project Managers by Location for North/South Routes

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) SR 187 (US 331) – from SR 10 (US 90) to the Alabama State Line in Walton County</td>
<td>Mr. Wesley Adams</td>
</tr>
<tr>
<td>2) SR 83 North from SR 10 (US 90) to the Alabama State Line in Walton County</td>
<td>Ponce de Leon</td>
</tr>
<tr>
<td>3) SR 83 (US 331) from SR 30 (US 98) to SR 10 (US 90) in Walton County</td>
<td>4723 Sunrise Circle</td>
</tr>
<tr>
<td>4) US 29 from I-10 North to CR 184 (Quintette Road) in Escambia County</td>
<td>Ponce de Leon, Florida 32455 (850) 836-5700</td>
</tr>
<tr>
<td>5) US 29 from CR 184 (Quintette Road) North to Florida/Alabama State Line in</td>
<td></td>
</tr>
<tr>
<td>Escambia County</td>
<td></td>
</tr>
<tr>
<td>6) SR 85 from I-10 to SR 123 to SR 85 S to SR 30 E to SR 293 N to SR 20 W to SR</td>
<td></td>
</tr>
<tr>
<td>85N to I-10 in Okaloosa County</td>
<td></td>
</tr>
<tr>
<td>7) SR 85 from I-10 to Alabama State Line in Okaloosa County</td>
<td>Mr. David Wilks</td>
</tr>
<tr>
<td>8) SR 10 from SR 85 West to SR 4 North to SR 189 N to Alabama State Line in</td>
<td>Milton Operations Center 6025 Old Bagdad Highway</td>
</tr>
<tr>
<td>Okaloosa County</td>
<td>Milton, Florida 32583 (850) 981-2712</td>
</tr>
<tr>
<td>9) SR 87 from US 98 North to Interstate 10 (I-10) in Santa Rosa County</td>
<td></td>
</tr>
<tr>
<td>10) SR 87 from Interstate (I-10) thru Milton, Fl North to SR 89 (Point Baker) in</td>
<td></td>
</tr>
<tr>
<td>Santa Rosa County</td>
<td></td>
</tr>
<tr>
<td>11) SR 87 from SR 89 (Point Baker) North to Florida/Alabama State Line in Santa</td>
<td></td>
</tr>
<tr>
<td>Rosa County</td>
<td></td>
</tr>
<tr>
<td>12) Interstate 110 (Entire Limits) from 9:00 PM to 5:00 AM (Local Time) and</td>
<td></td>
</tr>
<tr>
<td>Weekends 24 hours a day</td>
<td></td>
</tr>
<tr>
<td>13) US 231 from I-10 to Alabama State Line in Jackson County</td>
<td>Ms. Brenda Green</td>
</tr>
<tr>
<td>14) SR 77 from SR 20 to I-10 in Washington County</td>
<td>Marianna Operations 2956 State Correction Road</td>
</tr>
<tr>
<td>15) SR 79 from SR 20 in Washington County to I-10 in Holmes &amp; Washington</td>
<td>Marianna, Florida 32446 (850) 718-3813</td>
</tr>
<tr>
<td>16) US 231 from SR 20 to I-10 in Jackson County</td>
<td></td>
</tr>
<tr>
<td>17) US 27 from Leon County Line to Georgia State Line in Gadsden County</td>
<td></td>
</tr>
<tr>
<td>18) US 27 from Madison County Line to Leon County Line in Jefferson County</td>
<td></td>
</tr>
<tr>
<td>19) US 27 from Jefferson County Line to Gadsden County Line in Leon County</td>
<td></td>
</tr>
<tr>
<td>20) US 319/98 from Gulf County Line to Wakulla County Line and SR 65 from</td>
<td>Mr. Greg Ouzts</td>
</tr>
<tr>
<td>junction with US 319/98 to Liberty County Line in Franklin County</td>
<td>Midway Operations Center 17 Commerce Boulevard</td>
</tr>
<tr>
<td>21) US 319 from Wakulla County Line to Georgia State Line in Leon County</td>
<td>Midway, Florida 32343 (850) 922-7900</td>
</tr>
<tr>
<td>22) US 319 from Franklin County Line to Leon County Line and US 98 from</td>
<td></td>
</tr>
<tr>
<td>Franklin County Line to Jefferson County Line in Wakulla County</td>
<td></td>
</tr>
<tr>
<td>23) SR 65 from Franklin County Line to Gadsden County Line and SR 20 from</td>
<td></td>
</tr>
<tr>
<td>Calhoun County Line to Leon County Line in Liberty County</td>
<td></td>
</tr>
<tr>
<td>24) US 19 from junction with US 27 to Georgia State Line in Jefferson County</td>
<td></td>
</tr>
<tr>
<td>25) SR 59 from junction with US 98 to junction with US 27 in Jefferson County</td>
<td></td>
</tr>
<tr>
<td>26) US 98 from Taylor County Line to Wakulla County Line in Jefferson County</td>
<td></td>
</tr>
<tr>
<td>27) US 231 from US 98 to SR 20 in Bay County</td>
<td>Mr. Mike Wittkopf</td>
</tr>
<tr>
<td>28) SR 79 from US 98 to SR 20; SR 20 from SR 79 to SR 77; SR 77 from SR 20 to</td>
<td>Panama City Operations Center 3633 Highway 390</td>
</tr>
<tr>
<td>US 231 in Bay County</td>
<td>Panama City, Florida 32405 (850) 767-4905</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>BUSINESS NAME</th>
<th>ADDRESS</th>
<th>CONTACT PERSON</th>
<th>PHONE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dated this __________ day of __________, 2017 ________________________________, Affiant (Print Name) Sworn to before me this __________ day of __________, 2017 by ________________________________ as identification ________________________________ Notary Public State of Florida
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: ___________________________________________
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.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Firm Name: ______</td>
<td>□ Non-DBE</td>
<td>□ Less than $1 million</td>
</tr>
<tr>
<td>3. Phone: ______</td>
<td>□ Between $1 - $5 million</td>
<td></td>
</tr>
<tr>
<td>4. Address: ______</td>
<td>□ Between $5 - $10 million</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ Between $10 - $15 million</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ More than $15 million</td>
<td></td>
</tr>
<tr>
<td>5. Year Firm Established: ____________________________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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)
INVITATION TO BID

Emergency Services Patrol for North/South Project
Locations on an as needed basis

ITB-DOT-16/17-3051KW

CONTACT FOR QUESTIONS:

Karen Woodham Procurement Agent
Karen.woodham@dot.state.fl.us
Fax: (850) 330-1494
Phone: (850) 330-1340
1074 Highway 90
Chipley, Florida 32428
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 Service Patrol for North/South Project Locations on an As Needed Basis. It is anticipated that the term of the contract will begin on or about May 1, 2017 and be effective for 12 months thereafter.

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

2) **TIMELINE**

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

<table>
<thead>
<tr>
<th>ACTION / LOCATION</th>
<th>DATE</th>
<th>LOCAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEADLINE FOR TECHNICAL QUESTIONS -</td>
<td>04-19-2017</td>
<td>04:00 PM</td>
</tr>
<tr>
<td>There is no deadline for administrative questions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BIDS DUE (ON OR BEFORE) -</td>
<td>04-25-2017</td>
<td>02:00 PM</td>
</tr>
<tr>
<td>Procurement Conference Room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1074 Highway 90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chipley, Florida 32428</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(850) 330-1340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PUBLIC OPENING -</td>
<td>04-25-2017</td>
<td>02:00 PM</td>
</tr>
<tr>
<td>Procurement Conference Room</td>
<td></td>
<td></td>
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<tr>
<td>1074 Highway 90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chipley, Florida 32428</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(850) 330-1340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POSTING OF INTENDED DECISION/AWARD -</td>
<td>04-26-2017</td>
<td>02:00 PM</td>
</tr>
</tbody>
</table>

3) **BID OPENING AGENDA**

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

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

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

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

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

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

**SPECIAL CONDITIONS**

1) **MyFloridaMarketPlace**

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

All payment(s) to the vendor resulting from this competitive solicitation WILL be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (0.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

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

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at [https://fvendor.myfloridacfo.com/](https://fvendor.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](http://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.

4) **ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDÁ)**

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

5) **DIVERSITY ACHIEVEMENT**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

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

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

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

Bidders are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Bid Sheet. After award of the contract resulting from this bid, the awarded Vendor will need to complete the “Anticipated DBE Participation Statement” online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system 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 these contracts to the responsive and responsible bidder(s) that submit the lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

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

9) **QUALIFICATIONS**

9.1 **GENERAL**

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of (2) years.

9.2 **BIDDER QUALIFICATIONS**

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

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

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

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

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

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

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

10) **WARRANTY/SUBSTITUTIONS**

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

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

11) LIABILITY INSURANCE

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

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

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

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

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

There is no Budgetary Ceiling; funds will be encumbered for each Task Work Order.

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.

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

[x ] Not applicable because federal funds will be used for this bid.

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

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

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF BIDS

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

22) BID SHEET

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

23) ESTIMATED QUANTITIES

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

24) "DRUG-FREE WORK PLACE" PREFERENCE

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

25) COPYRIGHTED MATERIAL

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

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-16/17-3051KW - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

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

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

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

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and

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

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

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

29.3 - Request to Withdraw Bid:

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

30) AWARD OF THE CONTRACT

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

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

31) RENEWAL

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

32) ATTACHED FORMS

Bid Sheet
Minimum Qualifications Statement
Drug-Free Workplace Program Certification (Form 375-040-18)
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:

- Standard Written Agreement
- Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introduction Section

LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of $100.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department’s action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.
EXHIBIT “A”

SCOPE OF SERVICES

EMERGENCY SERVICE PATROL for NORTH/SOUTH PROJECT LOCATIONS ON AN AS NEEDED BASIS

Project Limits in County
Scope of Services for Emergency Service Patrol

I. OBJECTIVE

The Florida Department of Transportation desires to deploy “Service Patrol” vehicles along designated roadways in order to reduce delays caused by non-recurring incidents (e.g., crashes, material spills, etc.) and provide assistance to motorists impacted by weather events (i.e., winter and tropical/hurricane) as well as minor vehicular problems (e.g., mechanical breakdowns, flat tires, etc.). Such services will also improve safety for the motoring public and responders.

A. General Description

This work shall consist of providing a continuous roving Service Patrol (tow truck with operator and equipment) to a segment of Road No. in County within the limits indicated to clear the lanes and shoulders of disabled automobiles, motorcycles, small trucks, and related task such as debris removal, and to provide assistance to other incidents as directed by the Florida Highway Patrol (FHP) or the Department’s designated representative(s). This is an Emergency Contract to operate 24 hours a day beginning upon notice from the Department’s Project Manager to commence services and continuing until directed to cease services by the Department’s Project Manager. In the event of a hurricane landfall, the tow truck operator shall contact the project manager and time shall be suspended until conditions become safe for service patrol operations to continue. The Department’s Project Manager may also suspend time for certain winter weather events if the Department determines that it is unsafe to continue service patrol operations.

B. Service Patrol Limits

The Service Patrol truck shall be assigned exclusively to Project Limits in County, Florida. The truck shall be used only at the times and locations, as specified herein, or as designated by the Department’s representative, until such time as this Contract is completed or the Department determines the services are no longer required.

Service Patrol will be required to operate as needed within the limits identified. The Service Patrol Limits are further defined as follows:

Project Limits in County

The limits of operation for Service Patrol included in the contract shall be the mainline roadways within the limits described. The Service Patrol Vehicles shall continuously patrol their respective sectors in continuous loops.

C. Fuel

The Service Patrol trucks will be supplied fuel by the Florida Department of Transportation at designated locations. The contractor will draw fuel for the tow trucks and emergency fuel required for them to carry according to section F. Duties part 5. The cost for the fuel will not be deducted from payment assuming fuel consumption is consistent with the “Service Patrol Log” documentation required in item “G”. Contractor unit price per hour needs to be reflective that no cost for fuel will be incurred by the contractor.

D. Communications Equipment

Each service patrol truck shall be equipped and maintained with a cellular mobile telephone capable of communicating from any and all points along the patrol route. The phone use shall be limited to contacting the Florida Highway Patrol or other emergency responders; use by disabled motorist; communication with the Department. This phone shall not be used for personal phone calls by the patrol truck operator. The operator of such communication devices shall obtain and maintain all necessary licenses. The Contractor shall be responsible for all costs associated with the cellular phones/radios throughout the term of this contract.
E. Operator

The Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be a minimum of 18 years of age, have a safe driving record and no criminal record. The Service Patrol Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department.

F. Duties

The Service Patrol shall perform the following duties:

1. Clear lanes and shoulders of all disabled vehicles encountered on patrol or when called for service. Call the Florida Highway Patrol for crashes, law enforcement or for towing vehicles beyond the Service Patrol truck’s capacity.

2. Continuously patrol the designated area seeking disabled vehicles, stranded motorists, and debris in the roadway, spilled loads, crashes, obstructions of traffic and other potential hazards.

3. After towing or pushing to a safe location, other than a service station, the Service Patrol operator shall attempt to discern the cause of the disability and offer to attempt simple repair and/or remedies. The Service Patrol operator may offer the motorist a local phone book and the opportunity to make two (2) local telephone calls (not more than 3 minutes) using the Service Patrol Vehicle’s telephone.

4. Provide Assistance To Motorists: Motorists shall be advised, and given a card approved by the Department and provided by the Service Patrol operator, explaining that prior to towing, pushing, fueling, or servicing their vehicles, their vehicle must be removed from the highway, that this service is being provided free of charge as a courtesy by Florida Department of Transportation (FDOT).

5. Disabled Vehicles: Disabled vehicles shall be cleared from lanes, with the least delay practicable, by either pushing or towing. Vehicles that are disabled due to lack of fuel shall be provided with a maximum of 2 gallons of the proper fuel after which restarting of the vehicles should be attempted. If the vehicle is not then able to continue under its own power, it shall be towed to a safer location. Vehicles with flat tires shall be towed to a safer location. The Service Patrol vehicle must have, at all times, a minimum of forty (40) gallons of gasoline, ten (10) gallons of onroad diesel and five cases (120 bottles) of water on the Service Patrol vehicle.

Disabled vehicles shall be pushed or towed to a safer location off the main traffic lanes or ramp lanes.

Should a motorist refuse to allow the disabled vehicle to be cleared from the traffic lanes, the Service Patrol operator shall present a copy of Florida Statute 316.071 to stranded motorist and request the motorist to sign log declining services. Operator will then contact the Florida Highway Patrol for assistance and remain on the scene, directing traffic around the disabled vehicle while providing additional protection from the traffic via the patrol truck.

If the driver does not grant permission, vehicles shall not be removed unless a Florida Highway Patrol officer authorizes the removal.

6. Abandoned Vehicles: When an abandoned vehicle is encountered, the attending Service Patrol operator shall contact the Florida Highway Patrol to advise the vehicle location, make, color, body type, plate number and whether or not it is impeding traffic.

When an abandoned vehicle is not impeding traffic, or is not considered to be a potential safety hazard, the Service Patrol operator shall notify the Florida Highway Patrol of the vehicle location for tagging.

If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Service Patrol operator contact the Florida Highway Patrol and request authorization for the Service Patrol vehicle to remove the abandoned vehicle to a safer location. Once moved to a safer location, the vehicle shall be treated as abandoned as described in the previous paragraph.

After towing an abandoned vehicle, or removing a vehicle from the scene of an incident, it shall be parked at a safer location, the wheels turned away from the roadway, the parking brake set, the windows closed, and doors locked, if possible. An inventory of vehicle items shall be conducted to include, but not limited
to, radios, CBs, and other personal items. The location of the vehicle shall be reported to the Florida Highway Patrol.

7. Incidents: The Service Patrol operator shall call for Florida Highway Patrol, fire and ambulance assistance as necessary at incident scenes. Where no apparent physical injury is evident, the Service Patrol Operator shall request drivers to relocate disabled vehicle or request permission to push or tow disabled vehicle from obstructing the lane of traffic. Operators shall take no action without the driver’s consent except under direction by the Florida Highway Patrol. Where apparent physical injury or driver intoxication is evident or suspected, the operator shall not move vehicles involved in the incident until so directed by the Florida Highway Patrol. In such case, the operator shall not follow directions or requests made by vehicle drivers or occupants.

When a vehicle’s operator has been involved in an incident and is unable or not available to authorize towing, the Service Patrol operator shall request authorization from the Florida Highway Patrol prior to removing the vehicle.

8. Towing: The Service Patrol operator shall use an appropriate method of towing for each encountered situation and type of vehicle to be towed. The operator shall use towing procedures considered appropriate by the towing industry and other competent tow service operators acting in similar circumstances. Safety chain(s) between vehicle and the Service Patrol truck shall be used in all towing.

9. Assistance to Florida Highway Patrol: The Service Patrol operator shall render assistance to Florida Highway Patrol officers when requested. Service Patrol operators shall follow the instructions of, and obey the orders of, Florida Highway Patrol officers at the scene of any incident.

G. Service Patrol Log

Service Patrol operator shall maintain a “Service Patrol Incident Log”, Attachment B, which shall be completed for each service call attended by the Service Patrol Operator. A standard log form will be provided by the Department’s representative.

Service Patrol Log shall show at a minimum:

1. The date of the incident;

2. The following times (using military time):
   a. The time the service patrol receives the service call of the incident
   b. The time of arrival at the incident.
   c. The time if departure of the scene of the incident.

3. The nature of the incident, such as stalled vehicle, or accident.

4. The incident location by route name and approximate distance east or west of mile post marker or interchange.

5. The name and address of the vehicle owner or operator.

6. Signature of vehicle owner or operator authorizing or declining service patrol assistance.

H. Operator’s Conduct

The Service Patrol operator shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that it will reflect favorably upon the Florida Department of Transportation and State of Florida.

Service Patrol operators shall follow the following safety rules and general regulations. Failure to comply with these guidelines is grounds for immediate termination of the Operator. Operator shall:

1. Not drink or be impaired by alcoholic beverages on a service call, and not use illegal or controlled substances, or other prescribed medications that may impair the Operators ability to function while on duty.
2. Obey all traffic laws. Shall comply with all local ordinances. Operators will not cross medians but will proceed to the next interchange in order to reverse directions.

3. Stop on the roadways only to service an incident. Paperwork should be done off the roadway in a safe area.

4. When clearing an incident, use caution.

5. Never push a truck or any vehicle that obscures the vision directly ahead of the service vehicle driver. When the vision ahead is obscured tow instead.

6. Not accept payment for any type services rendered. This is a free service and operators shall not accept any payment or gratuity for services rendered, even if the motorist insists.

7. Contact the Florida Highway Patrol when arriving at situations that the Service Patrol cannot handle.

8. Not carry firearms or other weapons either on their persons or in the Service Patrol truck.

9. Use flashing amber lights in conformance with the Florida Motor Vehicle Code and only in the following circumstances: a. when needed to warn overtaking traffic of the Service Patrol truck’s low speed when accelerating into traffic lanes; b. to warn traffic when using the truck to protect the scene of an accident; and c. when needed to help protect the operator from on-coming traffic.

10. Inspect assigned Service Patrol vehicles at the beginning of each shift.

11. Always wear uniform while on duty and wear a safety vest when out of the service vehicle and adjacent to traffic.

12. Keep all communication devices “on” and the volume up.

13. Remain in the assigned area and depart from the area only when absolutely necessary.

I. Basis of Payment

Payment shall be made under:

Service Patrol Vehicle Per Each Hour
The Vendor shall receive compensation for services at the rate of $____ per Service Patrol Vehicle per hour.

Hours of Service or the number of Service Patrol Vehicles, to include Operator(s) and equipment, may be increased, decreased or terminated as determined by the Department in writing. The contractor is required to submit timesheets and/or truck logs and service patrol logs with each invoice submitted for payment.
SERVICE PATROL is a FREE SERVICE provided by the FLORIDA DEPARTMENT OF TRANSPORTATION

The Service Patrol Operator may spend up to 15 minutes during off-peak periods with any single disabled motorist, after towing or pushing to a safe location, other than a service station. If repairs cannot be made, or will take longer than 15 minutes, the Service Patrol Operator shall offer the motorist a local phone book and the opportunity to make two (2) local telephone calls (not more than 3 minutes) using the Service Patrol Vehicle’s telephone.

Florida Statute 316.070 Disabled Vehicles Obstructing Traffic

Whenever a vehicle is disabled on any street or highway within the state or for any reason obstructs the regular flow of traffic, the driver shall move the vehicle so as not to obstruct the regular flow of traffic or, if he or she cannot move the vehicle alone, solicit help and move the vehicle so as not to obstruct the regular flow of traffic. Any person failing to comply with the provisions of this section shall be cited for a non-moving violation, punishable as provided in chapter 318.

I hereby AUTHORIZE the Service Patrol to move and assist this vehicle.

Driver’s Signature: ____________________________ Date: ____________________________
Plate No. ______________ State: ______

I hereby DECLINE the Service Patrol to move and assist this vehicle.

Driver’s Signature: ____________________________ Date: ____________________________
Plate No. ______________ State: ______
Service Patrol Incident Log

Date: ____________________ Days: S M T W T F S Operator's Name: __________

Time of Incident Report: __________ Incident Identified by: Routine Patrol: __________ Contractor: __________
Dispatcher: __________ FHP: __________ Other: __________

Time of Arrival at Scene: __________ Weather: Raining? Yes ____ No ____
Location: __________ / (Cross Street) Direction: N S E W Approx. Station: __________
FHP Trooper or Police Officer on the scene: Yes ____ No ____ ID No.: __________
Trooper/Officer Name: __________
Accident Report No. (if any) and Jurisdiction: __________

No. of lanes blocked: __________ No. of lanes opened: __________ No. of vehicles involved: __________
Type(s) of vehicle(s) (Check as many as apply): None __________ Automobile __________
Auto __________ Small Truck/Van (4-wheels) __________ Mid Size (5 wheels/2 axle) __________
Large single unit truck __________ Tractor trailer __________ Motorcycle __________ Bus __________ Other: __________

Type of incident: Accident __________ Abandoned __________ Disabled Vehicle __________ Debris __________
Fire __________ Pedestrian __________ Other: __________

For disabled vehicles—Reason for disablment: Flat tire __________ Out of gas __________ Mechanical __________
Other fuel system __________ Electric System __________ Cooling System __________ Other/Unknown: __________

For abandoned vehicles—is the abandoned vehicle impeding traffic? Yes ____ No ____
Make __________ Model __________ Color __________ Plate No. __________ State __________
FHP tow authorization requested? Yes ____ No ____ Authorization received: Yes ____ No ____
Vehicle Inventory: __________ Location abandoned vehicle towed to: __________
Authorization No.: __________

Action at scene (use code numbers below):
Persons transported: __________
Time of departure from scene: ____________________ Mileage: ____________________
Destination (relocation site): ____________________
Arrival at relocation site: Time: ____________________ Mileage: ____________________

If persons are transported to another location: Departure time: ____________________ Arrival time: ____________________
Destination: ____________________ Mileage: ____________________

Return to patrol time: ____________________

Assistance Codes:
1 Towed Vehicle 2 Changed Tire 3 Provided Gas 4 Moved to Shoulder
5 Repaired Disability 6 Provided First Aid 7 Asstd. Other Service Patrol
8 Called FHP 9 Asstd. FHP w/Traffic Control 10 Asstd. FHP other
11 Assistance Refused 12 Other 13 Provided Drinking Water
14 Other Phone Calls 15 Jump Start/Electric Repair

Driver's Name: ____________________ M/F: ____________________ Phone #: ____________________
Address: ____________________ City: ____________________ State: ________ Zip: ________

Note: Record damage before and after towing, and an inventory of contents if the vehicle is abandoned. (This area must be filled out)

Site damage: __________ Guard Rail: __________ Barrier Wall: __________ Barrels: __________
Signs: __________ Light Pole: __________ Attenuator: __________ No damage: __________
Other: __________

Operator's Signature: ____________________
EXAMPLE 8

EXHIBIT “B”

METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A “Task Work Order” will be issued for each project scheduled.

3.0 COMPENSATION:

There is no Budgetary Ceiling; funds will be encumbered for each Task Work Order.

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 ESTABLISHMENT OF TASK WORK ORDER (TWO) AMOUNT:

For each "Task Work Order" (TWO) 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”, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department’s Project Manager, a "Task Work Order" shall be issued by the Project Manager. The Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Task Work Order". All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory performance of the services detailed in each TWO, 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 Statute.

Invoices shall be submitted to: Florida Department of Transportation

“See attached list of Project Managers”
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.
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.

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 therefrom.

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 29.515, 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, person, or organization 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.

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

1. SERVICES AND PERFORMANCE

A. In connection with Emergency Service Patrol for North/South Project Locations on an as needed basis within District Three , 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
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 _____, 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 March 30, 2018 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 as set forth in this Agreement and any written amendments signed by the parties provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract 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 reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any
contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

☐ No general liability insurance is required.

☑ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least $200,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of $______.

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

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

☑ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.
E. CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

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

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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

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

District 3
850-330-1391
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428
B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

1. If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

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

3. Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.

H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.dot.state.fl.us/procurement/index.shtm, incorporated herein by reference and made a part of this Agreement.

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.

Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

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

**TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.

C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

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

**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:

1.) Terms for Federal Aid Contract (Appendix 1)
2.) Exhibit “A” Scope of Services
3.) Attachment “B” Incident Log
4.) Exhibit “B” Method of Compensation
5.) Exhibit “C” Bid Sheet

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY:                            BY:
Authorized Signature          Authorized Signature
(P Print/Type)                 (Print/Type)
Title:                        Title:

FOR DEPARTMENT USE ONLY

APPROVED:                      LEGAL REVIEW