INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP TO THE ABOVE ADDRESS OR FAX TO (386) 758-3791

Bid Number: ITB-DOT-14/15-2351-DS

Title: PRE-DISASTER EVENT EMERGENCY TRANSPORTATION AND EVACUATION CONTRACT FOR DISTRICT TWO

Bid Due Date & Time (On or Before): Tuesday, August 12, 2014 @ 2:00 P.M.

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 386-758-3791, or mail to the address noted above.

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 Initiate 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, you may e-mail or telephone: Darlene Sawyer, darlene.sawyer@dot.state.fl.us (386) 961-7732
EXHIBIT “A-1”
SCOPE OF SERVICES
EMERGENCY SERVICE PATROL FOR I-75

1. GENERAL:

This scope of services describes and defines the EMERGENCY SERVICE PATROL (ESP) services for the Florida Department of Transportation District Two (Department). This contract provides for 8 service patrol vehicles on I-75 between the Marion/Alachua County Line and the Georgia State Line on a 24/7 basis when the contract is activated by the Department.

The primary goal of this ESP service is to maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic by swiftly detecting and relocating disabled or wrecked vehicles, and aggressively clearing any debris or other hazards or blockages from the roadway prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition.

2. OPERATIONS:

A. Eight (8) service patrol vehicles to constantly patrol on I-75 between the Marion/Alachua County Line and the Georgia State Line on a 24/7 basis.
B. Begin activating the service four (4) hours after the issuance of notice to proceed by the Department.
C. Remain in operation and continue to patrol designated patrol beats until the Department or FHP determines the service to no longer be needed or it to be unsafe for motorist vehicles to remain on the roadway. Areas or beats are to be determined by the Department through additional discussions and plan development. The Department reserves the right to adjust the shift times and the number of vehicles required per shift to meet the Department’s needs.
D. Coordinate with Department for transportation of stranded motorists from disabled vehicles as supported under a separate Department contract.
E. Provide one area supervisor for coordination with the Department as may be required for the duration of the event.

3. PATROL VEHICLE REQUIREMENTS:

A. Vehicle that can push 6,000 pounds.
B. Seat belts for all possible passengers.
C. Two (2) towing straps rated at 3,000 pounds minimum.
D. Rubber face push bumper.
E. Spot light (hand-held is acceptable)
F. Suitable cab lighting
G. Trailer hitch capable of handling a 1 7/8 inch ball and a 2 inch ball.
H. Roof mounted amber warning/strobe light bar with front to rear directional flashing capability and in-cab on/off switch.
I. Patrol vehicles will begin their shift with a full tank of gas. Contractor will be responsible for refueling patrol vehicles with exception as noted in Section 6.0.
J. Begin patrol carrying a minimum of forty (40) gallons of gas and ten (10) gallons of Diesel fuel.
K. Carry four (4) cases of bottled water. A minimum of one case shall always be chilled and available for dispensing to motorists. Resupply as needed.
L. All ESP Service patrol vehicles shall be a minimum of 3/4 ton vehicle.
M. Cell Phone-with car battery charger.
N. Fire extinguishers – two (2) each: ten (10) pound Dry Chemical ABC, meeting all safety requirements.

4. PATROL OPERATOR REQUIREMENTS

A. Operators must possess a valid Class E Florida Driver License and have a safe driving record.
B. Operators must track services provided by each ESP patrol vehicle. They must utilize the Department’s Smartphone Application for Road Rangers (SPARR), or paper copy of activities, a Daily Patrol log and Daily fuel log.
C. Operators’ shifts must be no longer than 12 hours with a minimum 8 hour break.
D. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by Department.
E. Operators’ completed fuel logs must be returned to the Department after completion of contract services.
F. All operators must have a completed background check on file approved by the Department PM prior to beginning services.
5. SERVICES TO BE PROVIDED BY CONTRACTOR:

A. Administering Gas/Diesel dispenses of a minimum of one (1) to a maximum of two (2) gallons of fuel based upon time of day, location and conditions to allow a disabled motorist to reach the next exit.
B. Provide chilled bottled water, at no charge to evacuees.
C. Provide disabled motorists with access to a cell phone for emergency calls.
D. Remove disabled vehicles to the shoulder of the roadway.
E. Keep evacuation route lanes and emergency shoulders clear of debris,
F. Report the location and number of people and pets to be transported. Advise motorists to wait with their vehicle for the vans to take them to a predetermined and pre-designated area.
G. Coordination with the Department as may be required for the duration of the event.

6. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE:

A. Identification of limited access and non-limited access highway facilities and the desired coverage areas with lengths, by County.
B. Coordination with, and Oversight of, the Contractor’s operations as may be required.
C. Provide one Roadside Assistance Services patrol log sheet for each ESP Patrol vehicle and Operator.
SCOPE OF SERVICES
EMERGENCY SERVICE PATROL FOR NORTHEAST FLORIDA

1. GENERAL:

This scope of services describes and defines the **EMERGENCY SERVICE PATROL (ESP)** services for the Florida Department of Transportation District Two (Department). For the purposes of this contract, the Northeast Florida area is defined as the coverage area for the existing Road Ranger Service Patrol Contract (BDQ25) in addition to I-95 within St. Johns and Nassau Counties. This contract provides for 2 service patrol vehicles patrolling I-95 in both St. Johns and Nassau Counties (4 Total Vehicles) from 6:30AM – 6:30PM Monday through Friday. This contract also provides for the full complement of Road Ranger service patrol vehicles patrolling their normal routes in addition to the 2 service patrol vehicles patrolling I-95 in both St. Johns and Nassau Counties (12 Total Vehicles) from 6:30PM – 6:30AM and weekends.

The primary goal of this ESP contract is to maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic by swiftly detecting and relocating disabled or wrecked vehicles, and aggressively clearing any debris or other hazards or blockages from the travel lanes, prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition.

2. OPERATIONS:

A. Between the hours of 6:30AM and 6:30PM Monday through Friday, provide 2 ESP vehicles to patrol I-95 in St. Johns County and 2 ESP vehicles to patrol I-95 in Nassau County.
B. Begin activating the service four (4) hours after the issuance of notice to proceed by the Department.
C. Remain in operation and continue to patrol designated patrol beats until the Department or FHP determines the service to no longer be needed or it to be unsafe for motorist vehicles to remain on the roadway. Areas or beats are to be determined by the Department through additional discussions and plan development. The Department reserves the right to adjust the shift times and the number of vehicles required per shift to meet the Department’s needs.
D. Coordinate with Department for transportation of stranded motorists from disabled vehicles as supported under a separate Department contract.
E. Provide an area supervisor for coordination with the Department as may be required for the duration of the event.

3. PATROL VEHICLE REQUIREMENTS:

A. Vehicle that can push 6,000 pounds.
B. Seat belts for all possible passengers.
C. Two (2) towing straps rated at 3,000 pounds minimum.
D. Rubber face push bumper.
E. Spot light (hand-held is acceptable)
F. Suitable cab lighting
G. Trailer hitch capable of handling a 1 7/8 inch ball and 2 inch ball.
H. Roof mounted amber warning/strobe light bar with front to rear directional flashing capability and in-cab on/off switch.
I. Patrol vehicles will begin their shift with a full tank of gas. Contractor will be responsible for refueling patrol vehicles with exception as noted in Section 6.0.
J. Begin patrol carrying a minimum of forty (40) gallons of gas and ten (10) gallons of Diesel fuel.
K. Carry four (4) cases of bottled water. A minimum of one case shall always be chilled and available for dispensing to motorists. Resupply as needed.
L. All ESP Service patrol vehicles shall be a minimum of 3/4 ton vehicle.
M. Cell Phone-with car battery charger.
N. Fire extinguishers – Two (2) each, ten (10) pound dry chemical ABC, meeting all safety requirements.

4. PATROL OPERATOR REQUIREMENTS

A. Operators must possess a valid Class E Florida Driver License and have a safe driving record.
B. Operators must track services provided by each ESP patrol vehicle. They must utilize the Department’s Smartphone Application for Road Rangers (SPARR), or paper copy of activities, a Daily Patrol log and Daily fuel log
C. Operators completed fuel logs must be return to the Department after completion of contract services.
D. All operators’ must have a completed background check on file approved by the Department PM prior to beginning services.
E. Operators’ shifts must be no longer than 12 hours with a minimum 8 hour break.
F. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by the Department.

5. SERVICES TO BE PROVIDED BY CONTRACTOR:
   A. Administering Gas/Diesel dispenses of a minimum of one (1) to a maximum of two (2) gallons of fuel based upon time of day, location and conditions to allow a disabled motorist to reach the next exit.
   B. Provide chilled bottled water, at no charge to evacuees.
   C. Provide disabled motorists with access to a cell phone for emergency calls.
   D. Remove disabled vehicles to the shoulder of the roadway.
   E. Keep evacuation route lanes and emergency shoulders clear of debris,
   F. Report the location and number of people and pets to be transported. Advise motorists to wait with their vehicle for the vans to take them to a predetermined and pre-designated area.
   G. Coordination with the Department as may be required for the duration of the event.

6. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE:
   A. Identification of limited access and non-limited access highway facilities and the desired coverage areas with lengths, by County.
   B. Coordination with, and Oversight of, the Contractor’s operations as may be required.
   C. Provide one Roadside Assistance Services patrol log sheet for each ESP Patrol vehicle and Operator.
EXHIBIT “A-3”
SCOPE OF SERVICES
EMERGENCY SERVICE PATROL FOR I-10

1. GENERAL:

This scope of services describes and defines the EMERGENCY SERVICE PATROL (ESP) services for the Florida Department of Transportation District Two (Department). This contract provides for 8 service patrol vehicles on I-10 between the SR 200 (US 301) and the Madison/Jefferson County Line on a 24/7 basis when the contract is activated by the Department.

The primary goal of this ESP service is to maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic by swiftly detecting and relocating disabled or wrecked vehicles, and aggressively clearing any debris or other hazards or blockages from the roadway prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition.

2. OPERATIONS:

A. Eight (8) service patrol vehicles to constantly patrol on I-10 between the Madison/Jefferson County Line and the Georgia State Line on a 24/7 basis.
B. Begin activating the service four (4) hours after the issuance of notice to proceed by the Department.
C. Remain in operation and continue to patrol designated patrol beats until the Department or FHP determines the service to no longer be needed or it to be unsafe for motorist vehicles to remain on the roadway. Areas or beats are to be determined by the Department through additional discussions and plan development. The Department reserves the right to adjust the shift times and the number of vehicles required per shift to meet the Department’s needs.
D. Coordinate with Department for transportation of stranded motorists from disabled vehicles as supported under a separate Department contract.
E. Provide one area supervisor for coordination with the Department as may be required for the duration of the event.

3. PATROL VEHICLE REQUIREMENTS:

A. Vehicle that can push 6,000 pounds.
B. Seat belts for all possible passengers.
C. Two (2) towing straps rated at 3,000 pounds minimum.
D. Rubber face push bumper.
E. Spot light (hand-held is acceptable)
F. Suitable cab lighting
G. Trailer hitch capable of handling a 1 7/8 inch ball and a 2 inch ball.
H. Roof mounted amber warning/strobe light bar with front to rear directional flashing capability and in-cab on/off switch.
I. Patrol vehicles will begin their shift with a full tank of gas. Contractor will be responsible for refueling patrol vehicles with exception as noted in Section 6.0.
J. Begin patrol carrying a minimum of forty (40) gallons of gas and ten (10) gallons of Diesel fuel.
K. Carry four (4) cases of bottled water. A minimum of one case shall always be chilled and available for dispensing to motorists. Resupply as needed.
L. All ESP Service patrol vehicles shall be a minimum of 3/4 ton vehicle.
M. Cell Phone—with car battery charger.
N. Fire extinguishers – two (2) each: Ten (10) pound, dry chemical ABC, meeting all safety requirements.

4. PATROL OPERATOR REQUIREMENTS:

A. Operators must possess a valid Class E Florida Driver License and have a safe driving record.
B. Operators must track services provided by each ESP patrol vehicle. They must utilize the Department’s Smartphone Application for Road Rangers (SPARR), or paper copy of activities, a Daily Patrol log and Daily fuel log.
C. Operators’ shifts must be no longer than 12 hours with a minimum 8 hour break between consecutive shifts.
D. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by Department.
E. Operators’ completed fuel logs must be returned to the Department after completion of contract services.
F. All operators must have a completed background check on file approved by the Department PM prior to beginning services.
5. SERVICES TO BE PROVIDED BY CONTRACTOR:

A. Administering Gas/Diesel dispenses of a minimum of one (1) to a maximum of two (2) gallons of fuel based upon time of day, location and conditions to allow a disabled motorist to reach the next exit.
B. Provide chilled bottled water, at no charge to evacuees.
C. Provide disabled motorists with access to a cell phone for emergency calls.
D. Remove disabled vehicles to the shoulder of the roadway.
E. Keep evacuation route lanes and emergency shoulders clear of debris.
F. Report the location and number of people and pets to be transported. Advise motorists to wait with their vehicle for the vans to take them to a predetermined and pre-designated area.
G. Coordination with the Department as may be required for the duration of the event.

6. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE:

A. Identification of limited access and non-limited access highway facilities and the desired coverage areas with lengths, by County.
B. Coordination with, and Oversight of, the Contractor’s operations as may be required.
C. Provide one Roadside Assistance Services patrol log sheet for each ESP Patrol vehicle and Operator.
EXHIBIT “B-1”
SCOPE OF SERVICES
EMERGENCY TRANSPORTATION AND EVACUATION OF PEOPLE AND PETS BY VANS ON I-75

1. GENERAL:
This scope of services describes and defines the EMERGENCY TRANSPORTATION AND EVACUATION OF PEOPLE AND PETS BY VANS ON I-75 for the Florida Department of Transportation District Two (Department). This contract provides for 3 vans to be staged on I-75 from the Alachua/Marion County Line to the Georgia State Line on a 24/7 basis when notified by the Department. The vans will be dispatched from their staged location to any part of the service area as described within this contract to provide safe transportation for stranded motorists.

The primary goal of this emergency service is to maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic through emergency transportation/evacuation service to assist motorists and passengers stranded on the roadway prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition. For this contract, Emergency Transportation and Evacuation of People and Pets is defined as the individual to mass transportation of evacuees from affected routes to locations designated by the Department.

2. OPERATIONS:
A. Provide a minimum of Three (3), Ten 10 passenger vans sufficient to transport stranded motorist and their passengers.
B. Make provisions to accommodate small domestic pets being evacuated with their owners. At no time should a pet compromise safety of other passengers or animals or the evacuation operations. Pets must be contained and continuously under control by their owner.
C. Vans must be staged with a driver within four hours following Notice To Proceed being issued by the Department.
D. Vans must reach their service call destination within thirty (30) minutes of receiving a service call.
E. Remain in operation until the Department or FHP determines the service is no longer needed or it to be unsafe for motorist vehicles to remain on the roadway. The Department reserves the right to adjust the shift times and the number of vehicles required per shift to meet the Department’s needs.

3. PATROL VEHICLE REQUIREMENTS:
A. Sufficient vans must be provided to ensure compliance with (pre-approval by the Engineer of all methods of transportation is required) all applicable American’s with Disabilities Act standards.
B. Seat belts for all possible passengers.
C. Suitable cab lighting.
D. Vehicles will begin their shift with a full tank of gas. Contractor will be responsible for refueling patrol vehicles.
E. Carry four (4) cases of bottled water. A minimum of one case shall always be chilled and available for dispensing to motorists. Resupply as needed.
F. Cell Phone—with car battery charger.

4. PATROL OPERATOR REQUIREMENTS:
A. Operators must possess a valid Class E Florida Driver License and have a safe driving record.
B. Operators must track and maintain daily fuel logs
C. Operators’ shifts must be no longer than 12 hours with a minimum 8 hour break between consecutive shifts.
D. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by Department.
E. Operators' completed fuel logs must be returned to the Department after completion of contract services.
F. All operators must have a completed background check on file approved by the Department PM prior to beginning service.
G. Operators must track the services provided by patrol vehicle utilizing the Departments supplied patrol log sheet to be returned to the Department after completion of contract services.

5. SERVICES TO BE PROVIDED BY CONTRACTOR:
A. 3 staged vans to respond anywhere within the contract area as previously described.
B. Provide chilled bottled water, at no charge to evacuees.
C. Make accommodations for small domestic pets.
D. Coordinate with the Department as may be required for the duration of the event, for transport locations and current shelter information.

6. SERVICES TO BE PROVIDED BY DEPARTMENT:
A. Transport locations and routes will be provided by the Department and will vary depending on the current disaster situation.
B. Provide oversight for the Contractor’s operations.
C. Provide Emergency / Evacuation Services patrol daily log sheets for each patrol vehicle.

7. Travelers with disabilities:
Stranded travelers with disabilities will be provided assistance with boarding. In all cases this assistance will be provided if it can be accomplished in such a manner that it does not compromise the safety of all those involved. Travelers with disabilities who are accompanied by a service animal are welcome. The service animal is the sole responsibility of its owner and must be under control of its owner at all times including a leash, harness or carrier.
8. Restrictions:
It is the intent of this program to take stranded travelers to the safety of a shelter, therefore only items needed or allowed into the shelters should, within reason be carried on to the van. A complete list of restricted or prohibited items based on company and Government regulations will be available and supplied to each van prior to activation.
EXHIBIT “B-2”
SCOPE OF SERVICES
EMERGENCY TRANSPORTATION AND EVACUATION OF PEOPLE AND PETS BY VANS ON I-10

1. GENERAL:
This scope of services describes and defines the EMERGENCY TRANSPORTATION AND EVACUATION OF PEOPLE AND PETS BY VANS ON I-10 for the Florida Department of Transportation District Two (Department). This contract provides for 3 vans to be staged on I-10 from the Jefferson/Madison County Line to U.S. 301 south of Baldwin in Duval County on a 24/7 basis when notified by the Department. The vans will be dispatched from their staged location to any part of the service area as described within this contract to provide safe transportation for stranded motorists.

The primary goal of this emergency service is to maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic through emergency transportation/evacuation service to assist motorists and passengers stranded on the roadway prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition. For this contract, Emergency Transportation and Evacuation of People and Pets is defined as the individual to mass transportation of evacuees from affected routes to locations designated by the Department.

2. OPERATIONS:
A. Provide a minimum of Three (3), Ten 10 passenger vans sufficient to transport stranded motorist and their passengers.
B. Make provisions to accommodate small domestic pets being evacuated with their owners. At no time should a pet compromise safety of other passengers or animals or the evacuation operations. Pets must be contained and continuously under control by their owner.
C. Vans must be staged with a driver within four hours following Notice To Proceed being issued by the Department.
D. Vans must reach their service call destination within thirty (30) minutes of receiving a service call.
E. Remain in operation until the Department or FHP determines the service is no longer needed or it to be unsafe for motorist vehicles to remain on the roadway. The Department reserves the right to adjust the shift times and the number of vehicles required per shift to meet the Department’s needs.

3. PATROL VEHICLE REQUIREMENTS:
A. Sufficient vans must be provided to ensure compliance with (pre-approval by the Engineer of all methods of transportation is required) all applicable American’s with Disabilities Act standards.
B. Seat belts for all possible passengers.
C. Suitable cab lighting.
D. Vehicles will begin their shift with a full tank of gas. Contractor will be responsible for refueling patrol vehicles.
E. Carry four (4) cases of bottled water. A minimum of one case shall always be chilled and available for dispensing to motorists. Resupply as needed.
F. Cell Phone—with car battery charger.

4. PATROL OPERATOR REQUIREMENTS:
A. Operators must possess a valid Class E Florida Driver License and have a safe driving record.
B. Operators must track and maintain daily fuel logs
C. Operators’ shifts must be no longer than 12 hours with a minimum 8 hour break between consecutive shifts.
D. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by Department.
E. Operators’ completed fuel logs must be returned to the Department after completion of contract services.
F. All operators must have a completed background check on file approved by the Department PM prior to beginning service.
G. Operators must track the services provided by patrol vehicle utilizing the Departments supplied patrol log sheet to be returned to the Department after completion of contract services.

5. SERVICES TO BE PROVIDED BY CONTRACTOR:
A. 3 staged vans to respond anywhere within the contract area as previously described.
B. Provide chilled bottled water, at no charge to evacuees.
C. Make accommodations for small domestic pets.
D. Coordinate with the Department as may be required for the duration of the event, for transport locations and current shelter information.

6. SERVICES TO BE PROVIDED BY DEPARTMENT:
A. Transport locations and routes will be provided by the Department and will vary depending on the current disaster situation.
B. Provide oversight for the Contractor’s operations.
C. Provide Emergency / Evacuation Services patrol daily log sheets for each patrol vehicle.

7. Travelers with disabilities:
Stranded travelers with disabilities will be provided assistance with boarding. In all cases this assistance will be provided if it can be accomplished in such a manner that it does not compromise the safety of all those involved. Travelers with disabilities who
are accompanied by a service animal are welcome. The service animal is the sole responsibility of its owner and must be under control of its owner at all times including a leash, harness or carrier.

8. Restrictions:
It is the intent of this program to take stranded travelers to the safety of a shelter, therefore only items needed or allowed into the shelters should, within reason be carried on to the van. A complete list of restricted or prohibited items based on company and Government regulations will be available and supplied to each van prior to activation.
EXHIBIT “B-3”
SCOPE OF SERVICES
EMERGENCY TRANSPORTATION AND EVACUATION OF PEOPLE AND PETS BY VANS FOR NORTHEAST FLORIDA

1. GENERAL:
This scope of services describes and defines the EMERGENCY TRANSPORTATION AND EVACUATION OF PEOPLE AND PETS BY VANS FOR NORTHEAST FLORIDA for the Florida Department of Transportation District Two (Department). This contract provides for 6 vans to be staged for the following areas: I-10 from U.S. 301 south of Baldwin in Duval County to its confluence with I-95; I-95 from the Flagler/ St. Johns County Line to the Florida/ Georgia border; all of I-295, on a 24/7 basis when notified by the Department. The vans will be dispatched from their staged location to any part of the service area as described within this contract to provide safe transportation for stranded motorists.

The primary goal of this emergency service is to maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic through emergency transportation/evacuation service to assist motorists and passengers stranded on the roadway prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition. For this contract, Emergency Transportation and Evacuation of People and Pets is defined as the individual to mass transportation of evacuees from affected routes to locations designated by the Department.

2. OPERATIONS:
A. Provide a minimum of six (6), Ten 10 passenger vans sufficient to transport stranded motorist and their passengers.
B. Make provisions to accommodate small domestic pets being evacuated with their owners. At no time should a pet compromise safety of other passengers or animals or the evacuation operations. Pets must be contained and continuously under control by their owner.
C. Vans must be staged with a driver within four hours following Notice To Proceed being issued by the Department.
D. Vans must reach their service call destination within thirty (30) minutes of receiving a service call.
E. Remain in operation until the Department or FHP determines the service is no longer needed or it to be unsafe for motorist vehicles to remain on the roadway. The Department reserves the right to adjust the shift times and the number of vehicles required per shift to meet the Department’s needs.

3. PATROL VEHICLE REQUIREMENTS:
A. Sufficient vans must be provided to ensure compliance with (pre-approval by the Engineer of all methods of transportation is required) all applicable American’s with Disabilities Act standards.
B. Seat belts for all possible passengers.
C. Suitable cab lighting.
D. Vehicles will begin their shift with a full tank of gas. Contractor will be responsible for refueling patrol vehicles.
E. Carry four (4) cases of bottled water. A minimum of one case shall always be chilled and available for dispensing to motorists. Resupply as needed.
F. Cell Phone—with car battery charger.

4. PATROL OPERATOR REQUIREMENTS:
A. Operators must possess a valid Class E Florida Driver License and have a safe driving record.
B. Operators must track and maintain daily fuel logs
C. Operators’ shifts must be no longer than 12 hours with a minimum 8 hour break between consecutive shifts.
D. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by Department.
E. Operators’ completed fuel logs must be returned to the Department after completion of contract services.
F. All operators must have a completed background check on file approved by the Department PM prior to beginning service.
G. Operators must track the services provided by patrol vehicle utilizing the Departments supplied patrol log sheet to be returned to the Department after completion of contract services.

5. SERVICES TO BE PROVIDED BY CONTRACTOR:
A. 3 staged vans to respond anywhere within the contract area as previously described.
B. Provide chilled bottled water, at no charge to evacuees.
C. Make accommodations for small domestic pets.
D. Coordinate with the Department as may be required for the duration of the event, for transport locations and current shelter information.

6. SERVICES TO BE PROVIDED BY DEPARTMENT:
A. Transport locations and routes will be provided by the Department and will vary depending on the current disaster situation.
B. Provide oversight for the Contractor’s operations.
C. Provide Emergency / Evacuation Services patrol daily log sheets for each patrol vehicle.

7. Travelers with disabilities:
Stranded travelers with disabilities will be provided assistance with boarding. In all cases this assistance will be provided if it can be accomplished in such a manner that it does not compromise the safety of all those involved. Travelers with disabilities who
are accompanied by a service animal are welcome. The service animal is the sole responsibility of its owner and must be under control of its owner at all times including a leash, harness or carrier.

8. Restrictions:
It is the intent of this program to take stranded travelers to the safety of a shelter, therefore only items needed or allowed into the shelters should, within reason be carried on to the van. A complete list of restricted or prohibited items based on company and Government regulations will be available and supplied to each van prior to activation.
Exhibit “C-1”
Scope of Services
EMERGENCY WRECKER / TOWING PATROL SERVICES FOR I-75

1.0 GENERAL.
This scope of services describes and defines the EMERGENCY WRECKER / TOWING PATROL SERVICES FOR I-75 for the Florida Department of Transportation District Two (Department). To maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic by swiftly detecting and relocating disabled or wreaked vehicles, and aggressively clear any debris or other hazards or blockages from the roadway, prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition.

2. SITUATIONS PROMPTING ACTIVATION;
A. Stage 1 – Heavy traffic flow on the interstate mainline in advance of an approaching named tropical storm, or hurricane. Activation may occur prior to official evacuation orders. The Emergency Wrecker / Tow Service Patrol would be activated to support the Emergency Service Patrol, other Tow and FHP efforts in District Two experiencing a heavy and building traffic demand. Five wrecker / tow trucks with drivers would be staged at Department designated locations on I-75 between the Marion/Alachua County Line and the Georgia State Line.
B. Stage 2 – Upon the activation of an Emergency Evacuation Order the Department may direct the contractor to increase the number of wrecker / tow vehicles and have them stage at various Department designated locations on I-75 between the Marion/Alachua County Line and the Georgia State Line.
C. Stage 3 – After the storm traffic flow on the interstate mainline will become heavy once again and will prompt the Department to activate the contract once again. Upon activation by the Department, the contractor will stage five wrecker / tow trucks at Department designated locations on I-75 between the Marion/Alachua County Line and the Georgia State Line.
D. The Department reserves the right to adjust the shift times and the number of vehicles required to meet the Department’s needs.

3. SERVICE AREA
The service area for this contract will be the on I-75 between the Marion/Alachua County Line and the Georgia State Line. The wrecker / tow vehicles will be dispatched from their Department designated staging area to locations within the service area during the pre-storm evacuation and the post-storm return of evacuees.

4. DUTIES OF THE PATROL WRECKERS and LIGHT/MEDIUM-DUTY UNITS INCLUDE:
A. Aggressively clearing vehicles and debris from crash scenes as instructed with or without FHP presence. Policies for actions may change if or when actual evacuation is ordered.
B. Responding to and immediately relocating any disabled vehicles out of the traffic stream. Once the vehicle is relocated out of traffic, offering short term (5-10 minute) assistance for problems such as out of gas, need a jump start, flat tire or overheated engine. Severely overheating vehicles producing visible steam may generate calls of "vehicle on fire". In this case, the operator should remain with the vehicle until the steam subsides. Emergency gas, in the an amount not to exceed f two (2) gallons, should only be dispensed to inoperable vehicles that are out of fuel.
C. Move any disabled vehicles (that will not re-start or cannot be driven after 5-10 minutes) off the paved shoulder and into the grass area at least 6 feet from the edge of the paved shoulder. Vehicles will only be relocated to the right side of the roadway. The relocation of disabled vehicles from shoulders includes both main line and ramps. Vehicles are not to be left in the median or in gore areas. If the grass area is too soft to support a vehicle, the vehicle is to be relocated to a more appropriate location nearby.
D. While responding to a call out, look for any abandoned vehicles and, as directed, relocate them to a safe location well onto the grass at a minimum of 6 feet off the paved shoulder.
E. Move or remove all debris found on the travel lanes or shoulder completely off the paved portion of the interstate.
F. As directed, assist FHP Troopers, Department Staff, or Road Ranger Operators with traffic control or maintaining signs, cones or barricades at closure points or specific locations. These special functions, if assigned, are to help maintain the maximum capacity of the interstate system.
G. Wrecker / Tow patrol operators will log all activities by filling out an assist motorist sheet, which will be provided by the Department prior to activation of the contract.
H. Responding operators may be asked to report current driving conditions and or travel speeds periodically to the Department through the section coordinator.

Special note:
If and when the Stranded Motorists Transportation contracts are activated, vans will also be patrolling the section to transport stranded motorists from disabled vehicles. The wrecker operator is to call the area coordinator to report the location and number of people and small domestic pets to be transported. The wrecker operator should then advise motorists to wait with their vehicle for the vans to take them to a predetermined and pre-designated area.

5. HEAVY-DUTY WRECKERS
A. Class “C” wreckers will be required to respond to locations where large commercial vehicles are restricting or affecting the traffic flow.
B. There will be at least one (1) heavy-duty wrecker staged at a Department designated location.
C. Heavy-duty wreckers will be operated by fully trained and certified heavy-duty operators ready to immediately respond to commercial vehicle incidents and prepared to take action to open the roadway in an urgent fashion.

D. The operators of the heavy-duty wreckers will remain in constant communication with their section coordinator, the Department, FHP, Road Rangers and the TMC.

E. Operators’ shifts must be no longer than 12 hours with a minimum 8 hour break.

F. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by the Department.

6. UNITS AND EQUIPMENT:

All trucks and hydraulic wrecker units will be in good mechanical condition and be fully equipped per FHP requirements. All trucks must meet FHP requirements for licensing and insurance.

A. Types of trucks to be staged and respond to the service area:

The units provided for roving patrol functions may be any of the following:

- Class A (light-duty tow truck)
- Class B (medium-duty tow truck)
- Class C (heavy-duty tow truck)

B. Light/medium-duty wreckers:

Light/medium-duty wreckers can be used for motorist assists, quick clearance of any traffic obstruction, and relocation of vehicles to a safe location. (See duties previously listed) It is desirable for these units to be fully capable of immediately pushing disabled vehicles out the traffic stream; and it is therefore recommended, but not required, that they be equipped with push bumpers or push bars. In addition to the FHP required equipment light/medium-duty wreckers will also carry:

- Four 5-gallon fuel containers filled with gasoline (20 gal. total)
- 5 gallons of water
- Floor jack
- 2 each 4-way lug wrenches (metric, SAE) or equivalent air wrench
- Six 28” reflectorized traffic cones.
- Jumper cables – 12 volt portable jump start pack or heavy-duty 20’ jumper cables.
- 80 lbs. oil dry
- Street broom
- Roof mounted emergency light bar w/amber lights

C. Heavy-duty wreckers:

One Class C (25 ton) heavy-duty wrecker will be pre-positioned at a Department designated location. This heavy-duty tow truck will have full FHP required equipment and tools. In addition to required equipment, the heavy-duty wrecker will also carry:

- Four 5-gallon fuel containers filled with diesel fuel (20 gal.)
- 5 gallons of water
- Six 28” reflectorized traffic cones.

7. OPERATOR CERTIFICATION

A. Each operator shall be fully trained and certified to operate the class of wrecker being operated and shall have in their possession a driver’s license valid for the vehicle being driven.

B. The wrecker company is solely responsible for validating training, certification and licensing of the wrecker operators.

C. Operators will be relieved after working a maximum of a 12-hour shift. Operators will be given a minimum of 8 hours rest before being re-assigned. Shifts may be modified as required by State or Federal regulation.

D. All Operators must have a completed background check on file approved by the Department Project Manager prior to beginning services.

E. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by the Department.

8. COMMUNICATION METHODS

A. All wreckers and patrol units shall have a primary and backup means of communication between the wrecker section coordinator and the operator. Should all means of communication be lost, units will complete any current work assignment and then return to the staging area for further instructions.

B. Each section coordinator will be in direct contact with the Department. (Additional communication methods and deployment of devices for the section coordinator will be determined at a later date by the Department.)

9. OPERATIONS:

A. Provide sufficient qualified operators to activate a minimum of 4 (four) Light/medium-duty tow trucks for continuous service throughout the duration of the event.

B. Provide one (1) Heavy Duty wrecker to be staged at a location in the service area as designated by the Department.

C. Provide one (1) area coordinators assigned to manage the wrecker / service patrol units.

D. The coordinator will remain in constant communication with the Department, their company dispatch and each assigned wrecker or patrol unit.

E. The coordinator’s vehicle will be an appropriately marked / identified vehicle such as a van, truck or SUV and will be staged at a Department designated location.

F. The coordinator is responsible for direction/oversight as well as training and briefing operators on the plan components.

G. When contacted by the Department, the contractor is required to have the agreed number of wreckers at the predetermined staging area within 4 (four) hours of notification.
F. Remain in operation until the Department or FHP determines the service is no longer needed or it to be unsafe for motorist vehicles to remain on the roadway.

G. Coordinate with Department for transportation of stranded motorists from disabled vehicles as supported under a separate Department contract

H. The operations may at any time be modified as needed to adapt to changing weather or traffic conditions.
1.0 GENERAL.
This scope of services describes and defines the **EMERGENCY WRECKER / TOWING PATROL SERVICES FOR NORTHEAST FLORIDA** for the Florida Department of Transportation District Two (Department). To maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic by swiftly detecting and relocating disabled or wrecked vehicles, and aggressively clear any debris or other hazards or blockages from the roadway, prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition.

2. SITUATIONS PROMPTING ACTIVATION;
A. Stage 1 – Heavy traffic flow on the interstate mainline in advance of an approaching named tropical storm, or hurricane. Activation may occur prior to official evacuation orders. The Emergency Wrecker / Tow Service Patrol would be activated to support the Road Ranger, other Tow and FHP efforts in District Two experiencing a heavy and building traffic demand. Three wrecker / tow trucks with drivers would be staged at Department designated locations within the Jacksonville area.
B. Stage 2 – Upon the activation of an Emergency Evacuation Order the Department may direct the contractor to increase the number of wrecker / tow vehicles and have them stage at various Department designated locations in Duval, Nassau and St. Johns County locations.
C. Stage 3 – After the storm traffic flow on the interstate mainline will become heavy once again and will prompt the Department to activate the contract once again. Upon activation by the Department, the contractor will stage three wrecker / tow trucks at Department designated locations with the Jacksonville area.
D. The Department reserves the right to adjust the shift times and number of vehicles required to meet the Department’s needs.

3. SERVICE AREA
The service area for this contract will be the routes covered under the existing Road Ranger Service Patrol contract in addition to I-95 in Nassau and St. Johns County. The wrecker / tow vehicles will be dispatched from their Department designated staging area to locations within the service area during the pre-storm evacuation and the post-storm return of evacuees.

4. DUTIES OF THE PATROL WRECKERS and LIGHT/MEDIUM-DUTY UNITS INCLUDE:
A. Aggressively clearing vehicles and debris from crash scenes as instructed with or without FHP presence. Policies for actions may change if or when actual evacuation is ordered.
B. Responding to and immediately relocating any disabled vehicles out of the traffic stream. Once the vehicle is relocated out of traffic, offering short term (5-10 minute) assistance for problems such as out of gas, need a jump start, flat tire or overheated engine. Severely overheating vehicles producing visible steam may generate calls of “vehicle on fire”. In this case, the operator should remain with the vehicle until the steam subsides. Emergency gas should only be dispensed to inoperable vehicles that are out of fuel.
C. Move any disabled vehicles (that will not re-start or cannot be driven after 5-10 minutes) off the paved shoulder and into the grass area at least 6 feet from the edge of the paved shoulder. Vehicles will only be relocated to the right side of the roadway. The relocation of disabled vehicles from shoulders includes both main line and ramps. Vehicles are not to be left in the median or in gore areas. If the grass area is too soft to support a vehicle, the vehicle is to be relocated to a more appropriate location nearby.
D. While responding to a call out, look for any abandoned vehicles and, as directed, relocate them to a safe location well onto the grass at a minimum of 6 feet off the paved shoulder.
E. Move or remove all debris found on the travel lanes or shoulder completely off the paved portion of the interstate.
F. As directed, assist FHP Troopers, Department Staff, or Road Ranger Operators with traffic control or maintaining signs, cones or barricades at closure points or specific locations. These special functions, if assigned, are to help maintain the maximum capacity of the interstate system.
G. Wrecker / Tow patrol operators will log all activities by filling out an assist motorist sheet, which will be provided by the Department prior to activation of the contract.
H. Responding operators may be asked to report current driving conditions and or travel speeds periodically to the Department through the section coordinator.

**Special note:**
*If and when the Stranded Motorists Transportation contracts are activated, vans will also be patrolling the section to transport stranded motorists from disabled vehicles. The wrecker operator is to call the area coordinator to report the location and number of people and small domestic pets to be transported. The wrecker operator should then advise motorists to wait with their vehicle for the vans to take them to a predetermined and pre-designated area.*

5. HEAVY-DUTY WRECKERS
A. Class “C” wreckers will be required to respond to locations where large commercial vehicles are restricting or affecting the traffic flow.
B. There will be at least one (1) heavy-duty wrecker staged at a Department designated location.
C. Heavy-duty wreckers will be operated by fully trained and certified heavy-duty operators ready to immediately respond to commercial vehicle incidents and prepared to take action to open the roadway in an urgent fashion.
D. The operators of the heavy-duty wreckers will remain in constant communication with their section coordinator, the Department, FHP, Road Rangers and the TMC.

6. **UNITS AND EQUIPMENT:**

   All trucks and hydraulic wrecker units will be in good mechanical condition and be fully equipped per FHP requirements. All trucks must meet FHP requirements for licensing and insurance.

   A. Types of trucks to be staged and respond to the service area:

      The units provided for roving patrol functions may be any of the following:

      - Class A (light-duty tow truck)
      - Class B (medium-duty tow truck)
      - Class C (heavy-duty tow truck)

   B. Light/medium-duty wreckers:

      Light/medium-duty wreckers can be used for motorist assists, quick clearance of any traffic obstruction, and relocation of vehicles to a safe location. (See duties previously listed) It is desirable for these units to be fully capable of immediately pushing disabled vehicles out the traffic stream; and it is therefore recommended, but not required, that they be equipped with push bumpers or push bars. In addition to the FHP required equipment light/medium-duty wreckers will also carry:

      - Four 5-gallon fuel containers filled with gasoline (20 gal. total)
      - 5 gallons of water
      - Floor jack
      - 2 each 4-way lug wrenches (metric, SAE) or equivalent air wrench
      - Six 28” reflectorized traffic cones.
      - Jumper cables – 12 volt portable jump start pack or heavy-duty 20’ jumper cables.
      - 80 lbs. oil dry
      - Street broom
      - Roof mounted emergency light bar w/amber lights

   C. Heavy-duty wreckers:

      One Class C (25 ton) heavy-duty wrecker will be pre-positioned at a Department designated location. This heavy-duty tow truck will have full FHP required equipment and tools. In addition to required equipment, the heavy-duty wrecker will also carry:

      - Four 5-gallon fuel containers filled with diesel fuel (20 gal.)
      - 5 gallons of water
      - Six 28” reflectorized traffic cones.

7. **OPERATOR CERTIFICATION**

   A. Each operator shall be fully trained and certified to operate the class of wrecker being operated and shall have in their possession a driver’s license valid for the vehicle being driven.

   B. The wrecker company is solely responsible for validating training, certification and licensing of the wrecker operators.

   C. Operators will be relieved after working a maximum of a 12-hour shift. Operators will be given a minimum of 8 hours rest before being re-assigned. Shifts may be modified as required by State or Federal regulation.

   D. All Operators must have a completed background check on file approved by the Department Project Manager prior to beginning services.

   E. Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by the Department.

8. **COMMUNICATION METHODS**

   A. All wreckers and patrol units shall have a primary and backup means of communication between the wrecker section coordinator and the operator. Should all means of communication be lost, units will complete any current work assignment and then return to the staging area for further instructions.

   B. Each section coordinator will be in direct contact with the Department. (Additional communication methods and deployment of devices for the section coordinator will be determined at a later date by the Department.)

9. **OPERATIONS:**

   A. Provide sufficient qualified operators to activate a minimum of 2 (two) Light/medium-duty tow trucks for continuous service throughout the duration of the event.

   B. Provide one (1) Heavy Duty wrecker to be staged at a location in the service area as designated by the Department.

   C. Provide one (1) area coordinators assigned to manage the wrecker / service patrol units.

   D. The coordinator will remain inconstant communication with the Department, their company dispatch and each assigned wrecker or patrol unit.

   E. The coordinator’s vehicle will be an appropriately marked / identified vehicle such as a van, truck or SUV and will be staged at a Department designated location.

   D. The coordinator is responsible for direction/oversight as well as training and briefing operators on the plan components.

   E. When contacted by the Department, the contractor is required to have the agreed number of wreckers at the pre-determined staging area within 4 (four) hours of notification.

   F. Remain in operation until the Department or FHP determines it to be unsafe for motorist vehicles to remain on the roadway.

   G. Coordinate with Department for transportation of stranded motorists from disabled vehicles as supported under a separate Department contract.

   H. The operations may at any time be modified as needed to adapt to changing weather or traffic conditions.
Exhibit “C-3”
Scope of Services
EMERGENCY WRECKER / TOWING PATROL SERVICES FOR I-10

1.0 GENERAL.
This scope of services describes and defines the EMERGENCY WRECKER / TOWING PATROL SERVICES FOR I-10 for the Florida Department of Transportation District Two (Department). To maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic by swiftly detecting and relocating disabled or wreaked vehicles, and aggressively clear any debris or other hazards or blockages from the roadway, prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition.

2. SITUATIONS PROMPTING ACTIVATION;
A. Stage 1 – Heavy traffic flow on the interstate mainline in advance of an approaching named tropical storm, or hurricane. Activation may occur prior to official evacuation orders. The Emergency Wrecker / Tow Service Patrol would be activated to support the Road Ranger, other Tow and FHP efforts in District Two experiencing a heavy and building traffic demand. Five wrecker / tow trucks with drivers would be staged at Department designated locations on I-10 between SR 23 and Jefferson County.
B. Stage 2 – Upon the activation of an Emergency Evacuation Order the Department may direct the contractor to increase the number of wrecker / tow vehicles and have them stage at various Department designated locations on I-10 between SR 23 and Jefferson County.
C. Stage 3 – After the storm traffic flow on the interstate mainline will become heavy once again and will prompt the Department to activate the contract once again. Upon activation by the Department, the contractor will stage five wrecker / tow trucks at Department designated locations on I-10 between SR 23 and Jefferson County.
D. The Department reserves the right to adjust the shift times and the number of vehicles required to meet the Department’s needs.

3. SERVICE AREA
The service area for this contract will be the I-10 corridor between SR 23 and the Jefferson County Line. The wrecker / tow vehicles will be dispatched from their Department designated staging area to locations within the service area during the pre-storm evacuation and the post-storm return of evacuees.

4. DUTIES OF THE PATROL WRECKERS and LIGHT/MEDIUM-DUTY UNITS INCLUDE:
A. Aggressively clearing vehicles and debris from crash scenes as instructed with or without FHP presence. Policies for actions may change if or when actual evacuation is ordered.
B. Responding to and immediately relocating any disabled vehicles out of the traffic stream. Once the vehicle is relocated out of traffic, offering short term (5-10 minute) assistance for problems such as out of gas, need a jump start, flat tire or overheated engine. Severely overheating vehicles producing visible steam may generate calls of “vehicle on fire”. In this case, the operator should remain with the vehicle until the steam subsides. Emergency gas, in the amount of two (2) gallons, should only be dispensed to inoperable vehicles that are out of fuel.
C. Move any disabled vehicles (that will not re-start or cannot be driven after 5-10 minutes) off the paved shoulder and into the grass area at least 6 feet from the edge of the paved shoulder. Vehicles will only be relocated to the right side of the roadway. The relocation of disabled vehicles from shoulders includes both main line and ramps. Vehicles are not to be left in the median or in gore areas. If the grass area is too soft to support a vehicle, the vehicle is to be relocated to a more appropriate location nearby.
D. While responding to a call out, look for any abandoned vehicles and, as directed, relocate them to a safe location well onto the grass at a minimum of 6 feet off the paved shoulder.
E. Move or remove all debris found on the travel lanes or shoulder completely off the paved portion of the interstate.
F. As directed, assist FHP Troopers, Department Staff, or Road Ranger Operators with traffic control or maintaining signs, cones or barricades at closure points or specific locations. These special functions, if assigned, are to help maintain the maximum capacity of the interstate system.
G. Wrecker / Tow patrol operators will log all activities by filling out an assist motorist sheet, which will be provided by the Department prior to activation of the contract.
H. Responding operators may be asked to report current driving conditions and or travel speeds periodically to the Department through the section coordinator.

Special note:
If and when the Stranded Motorists Transportation contracts are activated, vans will also be patrolling the section to transport stranded motorists from disabled vehicles. The wrecker operator is to call the area coordinator to report the location and number of people and small domestic pets to be transported. The wrecker operator should then advise motorists to wait with their vehicle for the vans to take them to a predetermined and pre-designated area.

5. HEAVY-DUTY WRECKERS
A. Class “C” wreckers will be required to respond to locations where large commercial vehicles are restricting or affecting the traffic flow.
B. There will be at least one (1) heavy-duty wrecker staged at a Department designated location.
C. Heavy-duty wreckers will be operated by fully trained and certified heavy-duty operators ready to immediately respond to commercial vehicle incidents and prepared to take action to open the roadway in an urgent fashion.

D. The operators of the heavy-duty wreckers will remain in constant communication with their section coordinator, the Department, FHP, Road Rangers and the TMC.

### 6. UNITS AND EQUIPMENT:

All trucks and hydraulic wrecker units will be in good mechanical condition and be fully equipped per FHP requirements. All trucks must meet FHP requirements for licensing and insurance.

**A. Types of trucks to be staged and respond to the service area:**

The units provided for roving patrol functions may be any of the following:

- Class A (light-duty tow truck)
- Class B (medium-duty tow truck)
- Class C (heavy-duty tow truck)

**B. Light/medium-duty wreckers:**

Light/medium-duty wreckers can be used for motorist assists, quick clearance of any traffic obstruction, and relocation of vehicles to a safe location. It is desirable for these units to be fully capable of immediately pushing disabled vehicles out the traffic stream; and it is therefore recommended, but not required, that they be equipped with push bumpers or push bars. In addition to the FHP required equipment light/medium-duty wreckers will also carry:

- Four 5-gallon fuel containers filled with gasoline (20 gal. total)
- 5 gallons of water
- Floor jack
- 2 each 4-way lug wrenches (metric, SAE) or equivalent air wrench
- Six 28” reflectorized traffic cones.
- Jumper cables – 12 volt portable jump start pack or heavy-duty 20’ jumper cables.
- 80 lbs. oil dry
- Street broom
- Roof mounted emergency light bar w/amber lights

**C. Heavy-duty wreckers:**

One Class C (25 ton) heavy-duty wrecker will be pre-positioned at a Department designated location. This heavy-duty tow truck will have full FHP required equipment and tools. In addition to required equipment, the heavy-duty wrecker will also carry:

- Four 5-gallon fuel containers filled with diesel fuel (20 gal.)
- 5 gallons of water
- Six 28” reflectorized traffic cones.

### 7. OPERATOR CERTIFICATION

**A.** Each operator shall be fully trained and certified to operate the class of wrecker being operated and shall have in their possession a driver’s license valid for the vehicle being driven.

**B.** The wrecker company is solely responsible for validating training, certification and licensing of the wrecker operators.

**C.** Operators will be relieved after working a maximum of a 12-hour shift. Operators will be given a minimum of 8 hours rest before being re-assigned. Shifts may be modified as required by State or Federal regulation.

**D.** All Operators must have a completed background check on file approved by the Department Project Manager prior to beginning services.

**E.** Operators must remain within 1 mile of assigned route for breaks, etc., unless directed by the Department.

### 8. COMMUNICATION METHODS

**A.** All wreckers and patrol units shall have a primary and backup means of communication between the wrecker section coordinator and the operator. Should all means of communication be lost, units will complete any current work assignment and then return to the staging area for further instructions.

**B.** Each section coordinator will be in direct contact with the Department. (Additional communication methods and deployment of devices for the section coordinator will be determined at a later date by the Department.)

### 9. OPERATIONS:

**A.** Provide sufficient qualified operators to activate a minimum of 4 (four) Light/medium-duty tow trucks for continuous service throughout the duration of the event.

**B.** Provide one (1) Heavy Duty wrecker to be staged at a location in the service area as designated by the Department.

**C.** Provide one (1) area coordinators assigned to manage the wrecker / service patrol units.

**D.** The coordinator will remain inconstant communication with the Department, their company dispatch and each assigned wrecker or patrol unit.

**E.** The coordinator’s vehicle will be an appropriately marked / identified vehicle such as a van, truck or SUV and will be staged at a Department designated location.

**F.** Remain in operation until the Department or FHP determines it to be unsafe for motorist vehicles to remain on the roadway.
G. Coordinate with Department for transportation of stranded motorists from disabled vehicles as supported under a separate Department contract
H. The operations may at any time be modified as needed to adapt to changing weather or traffic conditions.
EXHIBIT “D”
SCOPE OF SERVICES
REFUELING STATION

1. GENERAL:

This scope of services describes and defines the EMERGENCY SERVICE PATROL (ESP) services for the Florida Department of Transportation District Two (Department). This contract provides for a portable refueling station at the Lake City Operations yard when the contract is activated by the Department. The address for this facility is 710 NW Lake Jeffery Road, Lake City, Florida.

The primary goal of this ESP service is to maximize efforts to maintain the continuous safe flow of extremely high volumes of traffic by swiftly detecting and relocating disabled or wrecked vehicles, and aggressively clearing any debris or other hazards or blockages from the roadway prior to land fall of a tropical storm or hurricane, natural catastrophe, or other emergency condition.

2. OPERATIONS:

A. One attendant monitoring the portable refueling station on a 24/7 basis during activation of the contract.
B. Attendant shall manage the distribution of fuel and shall maintain a log of all the fuel distributed.
C. This log should list the vehicle tag number, driver name, number/type of gallons distributed, date and time.
D. Monitor the capacity of the portable refueling station and notify the Department Project Manager when more fuel is needed.
E. Record the amount of fuel provided when refilling the portable refueling station.
F. Maintain and provide all manifests related to fuel within the tank.

3. PORTABLE REFUELING STATION REQUIREMENTS:

A. One portable fuel storage tank with unleaded gas (87 Octane) with a maximum storage capacity of 500 Gallons.
B. Fuel storage capabilities for diesel fuel with a maximum storage capacity of 500 Gallons.
C. Spill mitigation materials capable of controlling 50 Gallons of fuel spill.

4. SERVICES TO BE PROVIDED BY CONTRACTOR:

A. Administering Gas/Diesel dispensed during services rendered upon activation.
B. Certified portable fuel storage tanks that meet the necessary governmental requirements.
C. Records of all fuel transactions that utilized the portable tanks during the period of the contract.
D. Capabilities to refuel the tank if levels are lower than desired.
E. Records of all costs associated with providing this service (i.e. fuel tank rental cost, transport cost, etc.).

5. SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE:

A. Identification of staging area within the Lake City Operations facility for use by the Contractor.
B. Coordination with, and Oversight of, the Contractor’s operations as may be required.
C. Provide log sheet for all fuel transactions.
FEE RATES

Contractor Name _________________________________________________________________
FEID (VF) # _____________________________ Date ________________________________
Address _____________________________________________________________________________
                                                                                       
                                                                                       
Phone ________________________________ Fax _________________________________

Authorized Signature Printed ___________________________________________________
Authorized Signature ____________________________________________________________
Title ___________________________________ Date _________________________________
E-Mail Address __________________________________________________________________

Evacuation Transportation (Per Vehicle) (Per hour) PVPH* _____________________

* Evacuation Transportation PVPH includes, but is not necessarily limited to, the cost of the driver,
equipment, materials, mobilization, fuel and other items necessary for the Contractor to perform all
services under this Contract.

Bid award will be based on the per vehicle per hour rate.

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.

Authorized Signature Printed ______________________________________________________
Authorized Signature ___________________________________________________________________
Title ________________________________________ Date __________ _______________________

23
EXHIBIT “F”
METHOD OF COMPENSATION

1.0 PURPOSE:
This exhibit defines the limits and method of compensation to be made to the Contractor for services set forth in Exhibits “A” and “B” and the method by which payments shall be made.

2.0 ASSIGNMENT OF WORK:
The Department shall request Contractor services on an as-needed basis. Services to be provided will be initiated and completed as directed by the Project Manager. A “Letter of Authorization” (LOA) will be issued for each project scheduled.

3.0 COMPENSATION:
There is no budgetary ceiling. (See *NOTE below.)

This is a Term Contract for an Indefinite Quantity whereby the Contractor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. Execution of the Agreement does not guarantee that the work will be authorized.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:
For each “Letter of Authorization” (LOA), the Department, following the Scope of Services as set for the in Exhibit “A,” shall prepare an estimate of work and price based on the rates established in Exhibit “B.” The Department will contact the Contractor to establish a start date and issue a “Letter of Authorization” providing detailed information for each structure and parcel location. It will be the Contractor’s responsibility to confirm details regarding structures are correct. Any discrepancies are to be reported to the Project Manager prior to start of work.

*THE PROJECT MANAGER SHALL OBTAIN FUND APPROVAL FOR EACH AUTHORIZATION BY AN APPROVED ENCUMBRANCE PRIOR TO ISSUING THE “LETTER OF AUTHORIZATION.”

5.0 PAYMENTS:
The Contractor shall submit an invoice in a format acceptable to the Department. For the satisfactory performance of the services detailed in each “Letter of Authorization,” the Contractor shall be paid up the Maximum Amount of each Authorization. Payment shall be made at the contract unit in Exhibit “B,” for services provided as approved by the Department.

6.0 DETAILS OF UNIT RATES:
Details of Unit Rates for the performance of the Contractor’s services set forth in Exhibit “A” are contained in Exhibit “B,” 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 Section 273.02, F.S.
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: ____________________________________________
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>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<td></td>
</tr>
</tbody>
</table>
Respondent Vendor Name: ____________________________________________________________

Vendor FEIN: _______________________

Vendor’s Authorized Representative Name and Title: _________________________________

Address: _______________________________________________________________________

City: ______________________ State: _____________________________ Zip: ______________

Phone Number: ______________________________

Email Address: ________________________________________________________________

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled “Respondent Vendor Name” is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Certified By: ____________________________________________________________,

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

Authorized Signature Print Name and Title: _________________________________
I, (name) (title) of (company), plan to subcontract at least _______% (percent) of the project costs on the above referenced project to Minority Business Enterprises.

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

<table>
<thead>
<tr>
<th>MBE SUBCONSULTANTS/CONTRACTORS</th>
<th>TYPES OF SERVICES/COMMODITIES</th>
</tr>
</thead>
</table>

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

Signed: ____________________________
Title: _____________________________
Date: _____________________________
State of Florida
Department of Transportation

INVITATION TO BID
PRE-DISASTER EVENT EMERGENCY TRANSPORTATION AND EVACUATION CONTRACT FOR DISTRICT TWO
ITB-DOT-14/15-2351-DS

CONTACT FOR QUESTIONS:
Darlene Sawyer, Procurement Agent
Darlene.sawyer@dot.state.fl.us
Fax: (386) 758-3791
Phone: (386) 961-7732
1109 South Marion Avenue
Lake City, Florida 32025-5874
INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide Pre-Disaster Event Emergency Transportation and Evacuation Contract for District Two. It is anticipated that the term of the contract will begin on or about August 20, 2014 and be effective through July 19, 2019.

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>08-06-2014</td>
<td>05:00 PM</td>
</tr>
<tr>
<td>BIDS DUE (ON OR BEFORE) -</td>
<td>08-12-2014</td>
<td>02:00 PM</td>
</tr>
<tr>
<td>FDOT District Two Office</td>
<td></td>
<td></td>
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<tr>
<td>Procurement Office MS 2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attention: Darlene Sawyer</td>
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<tr>
<td>1109 South Marion Avenue</td>
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<tr>
<td>Lake City, Florida 32025-5874</td>
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<tr>
<td>PUBLIC OPENING -</td>
<td>08-12-2014</td>
<td>02:00 PM</td>
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<tr>
<td>FDOT District Two Office</td>
<td></td>
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<td>Procurement Office MS 2015</td>
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<tr>
<td>Lake City, Florida 32025-5874</td>
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<tr>
<td>POSTING OF INTENDED DECISION/AWARD - BEGINS</td>
<td>08-14-2014</td>
<td>04:00 PM</td>
</tr>
<tr>
<td>POSTING OF INTENDED DECISION/AWARD - ENDS</td>
<td>08-19-2014</td>
<td>05:00 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.
4) **ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)**

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

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

5) **DIVERSITY ACHIEVEMENT**

**MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

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

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

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

6) **SCOPE OF SERVICES**

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

7) **INTENDED AWARD**

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

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

9) **QUALIFICATIONS**

9.1 **GENERAL**: Bidder must meet the following minimum qualifications as noted in Exhibit “A-1, A-2,
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 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, 608.501, 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

9.5 **E-VERIFY**

Vendors/Contractors:

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.

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 has 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 Florida, Darlene Sawyer – MS2015, 1109 South Marion Avenue, Lake City, Florida 32025-5874) within ten (10) days after the ending date of the period for posting the intended award decision.

( ) No general liability insurance is required.

( X ) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least $200,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $200,000.00 each occurrence, for the services to be rendered in accordance with this contract.

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

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

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

12) PERFORMANCE BOND

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

13) METHOD OF COMPENSATION

Method of Compensation “Exhibit C”
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**

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of $1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bid responses of $1 million or more must include the attached *Scrutinized Companies Lists Form* to certify the respondent is not on either of those lists.
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 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) **"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.

24) **COPYRIGHTED MATERIAL**

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

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-14/15-2351-DS - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

26) MAIL OR DELIVER BIDS TO: (DO NOT FAX)

Florida Department of Transportation  
FDOT District Two Office  
Procurement Office MS 2015  
Attention: Darlene Sawyer  
1109 South Marion Avenue  
Lake City, Florida 32025-5874  
Phone # (386) 961-7732

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

27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

28) POSTING OF INTENDED DECISION/AWARD

28.1 - General:

The Department's decision will be posted on the Florida Vendor Bid System, at 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.
28.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 28.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

28.3 - Request to Withdraw Bid:

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

29) AWARD OF THE CONTRACT

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

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

30) 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.

31) ATTACHED FORMS

Exhibit A-1,2,3 Scope of Services
Exhibit B-1,2,3 Scope of Services
Exhibit C-1,2,3 Scope of Services
Exhibit D Refueling Station
Exhibit E Bid Sumittal
Exhibit F Method of Compensation
Minimum Qualifications Statement
Drug-Free Workplace Program Certification (Form 375-040-18)
Scrutinized Companies Lists (bids of $1 million or more)
MBE Planned Utilization (Form 375-040-24)

32) TERMS AND CONDITIONS

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
33) **ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS**

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Invitation to Bid:

- Paragraph 31, Dispute Resolution - PUR 1000
- Paragraph 3, Electronic Submission – PUR 1001
- Paragraph 4, Terms and Conditions – PUR1001
- Paragraph 5, Questions – PUR 1001

34) **ALTERNATES**

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

35) **PRODUCT REQUIREMENTS/SPECIFICATIONS**

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).
BY THIS AGREEMENT, made and entered into this day of __________, __________, by 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 __________, 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 ______________ or date of termination, whichever occurs first.
- [ ] Other: See Exhibit "A"

B. **RENEWALS** (Select appropriate box):

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

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

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

3. **COMPENSATION AND PAYMENT**

A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.

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, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.

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.
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.

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 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.

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.

INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

☐ No general liability insurance is required.

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

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

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 allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and 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.

4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

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

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

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

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

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

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

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

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

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

I. 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.
6. **TERMINATION AND DEFAULT**

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

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

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

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

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

7. **ASSIGNMENT AND SUBCONTRACTS**

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

B. Select the appropriate box:

- [ ] The following provision is not applicable to this Agreement:

- [ ] The following provision is hereby incorporated in and made a part of this Agreement:

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

RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone: (850)487-1471
The following provision is hereby incorporated in and made a part of this Agreement:

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

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

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

8. MISCELLANEOUS

A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.

B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.

H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
I. 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.

J. Time is of the essence as to each and every obligation under this Agreement.

K. The following attachments are incorporated and made a part of this agreement:

L. 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
(Print/Type) (Print/Type)
Title: ___________________________ Title: ___________________________

FOR DEPARTMENT USE ONLY

APPROVED: ___________________________ LEGAL REVIEW: ___________________________

Procurement Office
1. This purchase order was issued via MyFloridaMarketPlace and is thereby subject to a Transaction Fee of 1%, unless exempted by rule. Each line item, or portion thereof, is subject to the 1% Transaction Fee unless a specific exemption code accompanies the line item or portion thereof. For reference, a table and description all exemption codes follows these terms and conditions.

2. Pursuant to section 287.058(1), F.S., the provisions of section 287.058(1)(a)-(i), F.S. are hereby incorporated by reference, to the extent applicable. Pursuant to section 287.0582, F.S., if this purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

3. This purchase order may be unilaterally cancelled by the customer for vendor's refusal to allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this agreement which are subject to the public records act, Chapter 119, F.S.

4. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Any increase in cost may be charged against the vendor.

5. Items received in excess of quantities specified may, at purchaser's option, be returned at the vendor's expense. Substitutions are not permitted. Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise.

6. In accordance with Section 287.133(2)(a) and 287.134(2)(a), F.S., an entity or affiliate who has been on the convicted vendor list or the discriminatory vendor list, respectively, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity; and may not transact business with any public entity.

7. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of such laws shall be grounds for termination or cancellation of this purchase order.

8. Pursuant to section 216.347, F.S., the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advance, deposits of money, services, employment, or contracts of any kind. Upon request of the Inspector General or any other authorized State official, the vendor shall provide any type of information the Inspector General deems relevant to the vendor’s integrity or responsibility. Such information may include, but shall not be limited to, the vendor’s business or financial records, documents, or files of any type or form that refer to or relate to the purchase order. The vendor shall retain such records for the longer of (1) three years after the expiration of the purchase
order or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The vendor agrees to reimburse the State for the reasonable costs of investigations incurred by the Inspector General or other authorized State official for investigations of the vendor's compliance with the terms of this or any other agreement between the vendor and the State which results in the suspension or debarment of the vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The vendor shall not be responsible for any costs of investigations that do not result in the vendor's suspension or debarment.

9. The purchaser assumes no liability for merchandise shipped to other than the specified destination.

10. The terms of this purchase order may not be modified. Any attempt to modify a purchase order for goods or services shall not be accepted as the basis for additional compensation.

11. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-413-5516 or by calling the State Comptroller’s Hotline, 1-800-848-3792.

12. The following provisions shall apply to all purchase orders UNLESS OTHERWISE INDICATED IN A SEPARATE APPLICABLE DOCUMENT agreed to by the purchaser and the vendor:

   A. All purchases are F.O.B. Destination, transportation charges prepaid.

   B. Each shipment must be shipped to the address indicated on the face of this purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items against this purchase order on behalf of the vendor.

   C. No extra charges shall be applied for boxing, crating, packing, or insurance.

   D. The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.

   E. If delivery to the specified destination cannot be made on or before the specified date, notify the purchaser immediately using the contact information provided in the MyFloridaMarketPlace system.

13. By accepting this electronic purchase order, the vendor agrees to be bound by these conditions and instructions.

14. Unless specifically addressed in the Purchase Order or attachment thereto, intellectual property rights to preexisting property will remain with the vendor. Unless specifically addressed in the Purchase Order or attachment thereto, intellectual property rights to all property created or otherwise developed by vendor for the purchasing agency will be owned by the State of Florida through the agency at the end of the purchase order. Proceeds to any state agency derived from its sale, licensing, marketing or other authorization related to any such agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following
additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
(e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer’s property.

7. **Inspection at Contractor’s Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor’s authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’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 Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES’ VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State’s option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the
18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer’s Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor’s suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer’s misuse or modification of Contractor’s products or a Customer’s operation or use of Contractor’s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor’s opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor’s obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor’s sole expense, and (3) assistance in defending the action at Contractor’s sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor’s prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor’s liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.
21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State’s interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have
ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract’s term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract’s terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract’s term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor’s notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the State or
the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer’s decision on the petition shall be final, subject to the Contractor’s right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer’s security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s or Customer’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor’s ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at [http://www.pridefl.com](http://www.pridefl.com).

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract 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 contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at [http://www.respectofflorida.org](http://www.respectofflorida.org).

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the
proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State’s performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 1000 if that entity meets the definition of both terms.
(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
(d) "Response" means the material submitted by the respondent in answering the solicitation.
(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer’s contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
   - submitting a bid on a contract to provide any goods or services to a public entity;
   - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submitting bids on leases of real property to a public entity;
   - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
   - transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
   - submit a bid on a contract to provide any goods or services to a public entity;
   - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
   - submit bids on leases of real property to a public entity;
   - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
   - transact business with any public entity.

9. Respondent’s Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
   - The respondent is not currently under suspension or debarment by the State or any other governmental authority.
   - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have
not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent’s preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer’s Name and Approved Equivalents. Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent’s responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent’s capability to fully satisfy the requirements of the solicitation and the contract.
Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State’s best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and
Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "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."

21. **Limitation on Vendor Contact with Agency During Solicitation Period.** 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.
BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

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

   Bid No.: __________________________________________

   Title: __________________________________________

   Opening Date & Time: _____________________________