

**State of Florida  
Department of Transportation**



**INVITATION TO BID  
PREVENTATIVE MAINTENANCE SERVICES OF MOBILE EQUIPMENT UNDER  
1-TON FOR ST. AUGUSTINE MAINTENANCE**

**ITB-DOT-18/19-2409-CE**

**CONTACT FOR QUESTIONS:**

Christina Guerra-Weimer, Procurement Agent  
christina.weimer@dot.state.fl.us  
Phone: 386-961-7732  
1109 South Marion Avenue  
Lake City, Florida 32025-5878

State of Florida  
Department of Transportation  
District Two Procurement Office  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

**INVITATION TO BID REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP**  
**FAX TO (386) 758-3791 OR EMAIL TO [christina.weimer@dot.state.fl.us](mailto:christina.weimer@dot.state.fl.us)**

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Bid Number: ITB-DOT-18/19-2409-CE

Title: Preventative Maintenance Services of Mobile Equipment Under 1-Ton for St. Augustine Maintenance

Bid Due Date & Time (On or Before): See Section 2) Timeline

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 e-mail to [christina.weimer@dot.state.fl.us](mailto:christina.weimer@dot.state.fl.us)

**THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE**

Notice of changes (addenda), will be posted on the Vendor Bid System (VBS) and may be accessed at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). 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 new or changing information prior to submitting a bid.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Contact Person: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

For further information on this process, e-mail or telephone: [christina.weimer@dot.state.fl.us](mailto:christina.weimer@dot.state.fl.us) or 386-961-7732.





## 5. Work References

List the names of three (3) references for which your business has provided similar services.

### **Reference 1**

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Business Name:

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Begin and End Date  
of Services provided:

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Contact:

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Address:

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Telephone:

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Email Address:

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### **Reference 2**

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Business Name:

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Begin and End Date  
of Services provided:

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Contact:

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Address:

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Telephone:

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Email Address:

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### **Reference 3**

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Business Name:

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Begin and End Date of  
Services provided:

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Contact:

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Address:

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Telephone:

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Email Address:

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# 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 preventative maintenance services of mobile equipment under 1-ton for St. Augustine Maintenance, as more particularly described in Exhibit A, Scope of Services. This Contract will be for a term of three (3) years following the date of final execution. The anticipated date of commencement will be on or about April 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 and may be accessed at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). 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.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>LOCAL TIME</b>
<b>SOLICITATION RELEASE</b>	<b>April 4, 2019</b>	
<b>DEADLINE FOR TECHNICAL QUESTIONS -</b> There is no deadline for administrative questions.	<b>April 11, 2019</b>	<b>5:00 PM</b>
<b>ANTICIPATED DATE ANSWERS TO QUESTIONS RECEIVED ARE POSTED</b>	<b>April 18, 2019</b>	<b>5:00 PM</b>
<b>BIDS DUE (ON OR BEFORE) -</b>  FDOT District Two Procurement Office 1109 South Marion Avenue Lake City, Florida 32025-5878	<b>April 25, 2019</b>	<b>2:00 PM</b>
<b>PUBLIC OPENING -</b>  FDOT District Two Procurement Office 1109 South Marion Avenue Lake City, Florida 32025-5878	<b>April 25, 2019</b>	<b>2:30 PM</b>
<b>POSTING OF INTENDED DECISION/AWARD -</b>	<b>May 7, 2019</b>	<b>5:00 PM</b>

### **3) BID OPENING AGENDA**

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

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

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

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

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

### **4) SPECIAL ACCOMMODATIONS**

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

## **SPECIAL CONDITIONS**

### **1) MyFloridaMarketPlace**

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

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

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

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

### **3) QUESTIONS & ANSWERS**

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

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

any changing information prior to submitting their bid.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:

Christina Guerra-Weimer  
FDOT District Two Procurement Office  
1109 South Marion Avenue  
Lake City, Florida 32025-5878  
Telephone: (386) 961-7732  
Fax: (386) 758-3791  
Email: christina.weimer@dot.state.fl.us

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address or by phone noted above.

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

#### **5) DIVERSITY ACHIEVEMENT**

##### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

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

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

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

Bidders are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their Bid Sheet. After award of the contract



resulting from this bid, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

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

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

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

## **6) SCOPE OF SERVICES**

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

## **7) INTENDED AWARD**

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

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

Should application of the above not resolve the identical replies, the Department shall determine the award by means of random drawing.

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

## **9) QUALIFICATIONS**

### **9.1 GENERAL**

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of three (3) years.

### **9.2 BIDDER QUALIFICATIONS**

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

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

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

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

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

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

For licensing, contact:

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

## 10) WARRANTY/SUBSTITUTIONS

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

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

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

## 11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Christina Guerra-Weimer, at [christina.weimer@dot.state.fl.us](mailto:christina.weimer@dot.state.fl.us) or mail to 1109 S. Marion St., Lake City, Florida 32025**, within ten (10) days after the ending date of the period for posting the intended award decision.

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

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

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

## **12) PERFORMANCE BOND**

A Performance Bond is not required for this project.

## **13) METHOD OF COMPENSATION**

See Exhibit B

## **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 the terms and conditions of the Department's Standard Written Agreement.

## **15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS**

After the bid due date and prior to contract execution, the Department reserves the right to perform or to have performed, an on-site review of the bidder's facilities and qualifications. This review will serve to verify data and representations submitted by the bidder and may be used to determine whether the bidder has adequate facilities, equipment, qualified and experienced staff, and overall management capabilities to provide the required services. The review may also serve to verify whether the bidder has financial capabilities adequate to meet the contract requirements.

**Should** the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the bid.

## **16) PROTEST OF INVITATION TO BID SPECIFICATIONS**

Any person who is adversely affected by the contents of this Invitation to Bid must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

### 17) **UNAUTHORIZED ALIENS**

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

### 18) **SCRUTINIZED COMPANIES LISTS**

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

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

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

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

### 19) **RESERVATIONS**

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

### 20) **ADDITIONAL TERMS & CONDITIONS**

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

### 21) **RESPONSIVENESS OF BIDS**

Any bid not received by the Department **on or before** the date and time specified as the due date for submission will be rejected as non-responsive. All bids must be typed or printed in ink. A responsible and 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. Any bid found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids

or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required services, and failure to perform or meet financial obligations on previous contracts. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

## **22) BID SHEET**

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

## **23) ESTIMATED QUANTITIES**

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

## **24) "DRUG-FREE WORK PLACE" PREFERENCE**

For purposes of consideration regarding identical bids, as previously explained in the foregoing Paragraph 7, the "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference, in accordance with 295.187(4).

## **25) COPYRIGHTED MATERIAL**

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

## **26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL**

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-2409-CE - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

Christina Guerra-Weimer  
FDOT District Two Procurement Office  
1109 South Marion Avenue  
Lake City, Florida 32025-5878  
Telephone: (386) 961-7732  
Fax: (386) 758-3791  
Email: christina.weimer@dot.state.fl.us

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

## **28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and rejected as non-responsive unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope on or before the bid due date and to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

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

### **29.1 - General:**

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

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

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

### **29.2 - Inability to Post:**

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

### **29.3 - Request to Withdraw Bid:**

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

## **30) AWARD OF THE CONTRACT**

Following award of the Contract, Service will not commence until such time as the Vendor and the Department have executed a Standard Written Agreement with the proper encumbrance of funds and a written Notice to Proceed has been issued by the Department's Project Manager.

### **31) RENEWAL**

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

### **32) ATTACHED FORMS**

Bid Sheet  
Minimum Qualifications Statement  
Drug-Free Workplace Program Certification (Form 375-040-18)  
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)  
DBE Participation Statement  
Bid Opportunity List

### **33) TERMS AND CONDITIONS**

#### **33.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. In the event of any conflict between the terms and conditions of this ITB document and the PUR 1000, this ITB document shall control.

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

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

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

#### **33.2 General Instructions to Respondents (PUR 1001)**

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. In the event of any conflict between the terms and conditions of this ITB document and the PUR 1001, this ITB document shall control.

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

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

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

#### **33.3 MFMP Purchase Order Terms and Conditions**

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

[http://www.dms.myflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1,\\_2015\\_.pdf](http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf)

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

### **34) ORDER OF PRECEDENCE**

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

Exhibit A, Scope of Services  
Standard Written Agreement  
Invitation to Bid  
Bid Sheet  
Instructions to Respondents (PUR 1001)  
General Conditions (PUR 1000)

### **35) LIQUIDATED DAMAGES**

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

### **36) PRODUCT REQUIREMENTS/SPECIFICATIONS**

Any deviation from specifications indicated in this ITB document must be clearly identified and fully explained in detail on separately attached sheet(s); otherwise, all items shall be expected to be in strict compliance with the ITB specifications, and the awarded bidder will be required to comply with the same.

### **37) RECYCLED MATERIAL**

The Department encourages the use of products and materials with recycled content and postconsumer recovered materials ("Recycled Material"). However, the use of Recycled Material is not required and the bid request need only be bid in accordance with product specifications herein. In the event the Vendor identifies the potential for use of Recycled Material, such product information should be provided separately from the bid response and its use specifically approved by the Department's Project Manager before incorporating the same.

### **38) FORMS TO BE SUBMITTED**

The Bidder must complete all required items as listed below and submit them as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and subject to rejection.

Bid Sheet  
Bidder Qualification Questions  
Drug-Free Workplace Program Certification (if applicable)  
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)  
DBE Participation Statement (if applicable)  
Bid Opportunity List (if applicable)  
Addenda, if any



### **39) BID SHEET INSTRUCTIONS**

- 39.1 The Bidder must provide a price(s) in each cell of each Bid Sheet submitted. Failure to provide a price in a cell will deem the Bid Sheet non-responsive and the bid rejected. If it is the intention of the Bidder to bid a "No Cost" to the Department for a specified item, it must be bid as \$0.00.
- 39.2 In the event the Bidder chooses to handwrite any or all of the Bid information, the Bidder shall use legible handwriting.
- 39.3 All Bid Sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Bidder's price sheet calculations are identified, unit prices submitted by the Bidder will be used to determine the total price for that Bidder.

Price(s) will be final based on Department verification, and correction, as applicable. Department-corrected price sheets will be made available upon written request by the Bidder.

## BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

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

Check off each the following:

- 1. The "Bid Sheet" has been filled out completely, signed, and enclosed in the bid response.
- 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- 3. "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the bid response, if applicable.
- 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the bid response.
- 5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- 7. The VBS 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. The bid submittal envelope reflects the bid number, title and opening date and time.

# **EXHIBIT "A"**

## **SCOPE OF SERVICES**

### **PREVENTATIVE MAINTENANCE**

### **SERVICES OF MOBILE EQUIPMENT UNDER 1 (ONE) TON AT**

### **ST. AUGUSTINE MAINTENANCE**

#### **I. GENERAL**

- A. The Vendor shall provide preventive maintenance services of Mobile Equipment under one (1) ton at the Florida Department of Transportation (Department), District Two St. Augustine Maintenance Yard ("Yard") located at 3600 DOT Road, St. Augustine, Florida.

Mobile equipment under one (1) ton is identified in Exhibit "E", Mobile Equipment List. The Department, in its sole discretion, reserves the right to modify Exhibit "E" and replace any Mobile Equipment with its updated comparable.

- B. The Department reserves the right to use other Vendors for any purpose under this Agreement including, but not limited to, preventative maintenance, repairs, or emergency repair work. This is a non-exclusive Agreement for services to be provided on an "as-needed" basis. Award of this Agreement does not necessarily grant the right to perform any specific work.
- C. The Vendor, at the Vendor's sole cost and expense, shall acquire, any necessary permits, licenses, certificates, and entitlements required for the performance of services for any portion of the Agreement, and shall provide and submit copies immediately upon request by the Department. The Vendor shall comply with U.S. Department of Transportation and Florida commercial driver's license (CDL) requirements. The Vendor shall ensure that Vendor personnel maintain current and valid driver's licenses and appropriate professional or technical certifications.
- D. The Vendor shall become familiar with and comply with any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits ("Federal, State, and Local Rules and Regulations"). The Vendor shall indemnify, defend, and save harmless the Department and all of its officers, agents, and employees, against all claims or liability arising from or based on the violation of any such Federal, State, and Local Rules and Regulations, whether by himself or his employees.
- E. The Yard work hours are from 7:00 a.m. to 5:30 p.m., Monday through Thursday, excluding Friday, Saturday, Sunday, or State Holidays.
- F. All documents and records relating to 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 without additional costs. Records shall include, without limitation, all operation, maintenance, transport, disposal, manifesting, and other environmental records, department forms, the Vendor's general accounting records

and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit. The Department shall have access, within one (1) workday of a request, to Vendor's books, records, electronic information, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description, pertaining to work under the Agreement.

- G. The failure of the Department to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished by the Department in writing.

## II. PREVENTATIVE MAINTENANCE SERVICES

- A. Preventative Maintenance is service on Mobile Equipment to prevent harm from regular use and to extend its life span.

The Department has three (3) types of preventative maintenance service: Type A, Type B, and Type C (see attached checklists in Exhibit "B") and consists of the following scheduling frequency:

**Type A Service** is a twelve (12) months or five-thousand (5,000) mile service.

**Type B Service** to be completed after two (2) Type A Services or fifteen-thousand (15,000) mile service.

**Type C Service** to be completed after two (2) Type A Services and (1) Type B Service or thirty-thousand (30,000) mile service.

- B. The Vendor shall adhere to the scheduling frequency listed above, which is the same on the checklist for each individual mobile equipment to be serviced. (See Exhibit "B").

- C. For all preventative maintenance services:

Type A, work shall be completed and the Department provided written notification within one (1) workday.

Type B, work shall be completed and the Department provided written notification within two (2) workdays.

Type C, work shall be completed and the Department provided written notification within three (3) workdays.

The Vendor shall provide services Monday through Thursday, excluding Friday, Saturday, Sunday, or State Holidays. The Vendor is not expected to begin work on the same day the vehicle is delivered to the Vendor's facility. The Vendor is expected to begin work on the next workday and complete each Type service in the allotted time frame as previously described in this paragraph.

- D. The Vendor employee or subcontractor performing preventative maintenance services shall be under the direct control and supervision of an ASE certified mechanic. Prior

to commencing any preventative maintenance services, Vendor shall provide to the Department copies of all documents demonstrating such certification.

- E. The Vendor shall provide supplies as indicated in Exhibit "C", Mobile Equipment Services Supply Specifications, for all services provided under this Contract.
- F. For Mobile Equipment possessing one or multiple of fuel filters, air brakes or tires, preventative maintenance services shall include, as applicable, the following: (a) replace fuel filters; (b) inspect and adjust air brakes; and (c) adjust tire pressure to tire manufacturers recommended tire pressure.
- G. All preventative maintenance service check items listed on "Exhibit B" shall be completed and a determination as to condition of either satisfactory, unsatisfactory, or test result. The documented results and check sheet for each individual Mobile Equipment shall be provided to the Department upon completion of services provided. The Vendor shall report all items failing inspection upon discovery to the Department's Project Manager and record the deficiency on the accompanying check sheet for the Mobile Equipment.

### **III. REPAIRS AND EMERGENCY REPAIRS**

- A. Upon request by the Yard, the Vendor shall provide a written quote to the Department for the cost to repair failed items or replacement parts (collectively "Repair Work") on the same form marked as Exhibit "D", Mobile Equipment Work Order. The Department may, in its sole discretion, authorize in writing necessary repair identified as of result of the Preventative Maintenance Schedule. The Department's written approval shall be obtained by the Vendor prior to any repair work.
- B. An emergency repair is defined as any repair that without immediate attention to rectify could jeopardize operator safety or further damage the equipment ("Emergency Repair"). If the Vendor determines an Emergency Repair is necessary then at the time of discovery, the Vendor shall notify in writing the Department's Project Manager or Shop Supervisor. The Vendor shall provide a written quote for the cost of the Emergency on the same form as attached Exhibit D. The Department's written approval of the Emergency Repair must be obtained by the Vendor prior to the commencement of any Emergency Repair work.

### **IV. VENDOR-FURNISHED EQUIPMENT AND SUPPLIES**

- A. The Vendor is required to furnish all supplies necessary to perform preventative maintenance services, said supplies shall be of equal or better quality than those found on the Department's supply specifications list, see Exhibit C.
- B. The Vendor shall supply an appropriate vehicle for parts pickup, towing, transport, and other support requirements at no additional charge to the Department.
- C. Any necessary, intermediate movement of Department Mobile Equipment while performing services required by the Agreement shall be the responsibility of the Vendor.
- D. The Vendor shall provide a facility ("Vendor Facility") for performance of preventative maintenance, Repair, and Emergency Repair services. The Vendor Facility shall have

an area that ensures all Mobile Equipment is secure. If the Vendor's Facility is within 20 road miles of the Yard, the Department will arrange Mobile Equipment delivery services.

If the Vendor's Facility is not within 20 road miles of the Yard, the Vendor shall provide for transport of the Mobile Equipment to and from the Yard, inclusive of all preventative maintenance services within the designated time frames as described in Section II.C. above.

## **V. DEPARTMENT EQUIPMENT AND MOBILE EQUIPMENT**

The Vendor shall not use any Department Mobile Equipment or equipment attached for any purpose except to install, test, and service the same. The Vendor shall not drive Department Mobile Equipment on the public roadway, nor use its warning lights with the exception of testing, installation, and service.

## **VI. DISPOSAL**

- A. Upon written request by the Department, the Vendor shall furnish to the Department all worn/used parts that were replaced by the Vendor.
- B. The Vendor shall assume all responsibility and become the owner, generator, arranger, transporter, and disposer of all waste produced. The Vendor shall be responsible for all disposals, in compliance with all Federal, State and Local Rules and Regulations. Vendor shall provide any and all documents demonstrating disposal in compliance with all Federal, State, and Local Rules and Regulations, including without limitation, manifests to the Department.
- C. The Vendor shall include the disposal fees in the bid price for the services provided under this Contract.

## **VII. VENDOR FAILURE TO PERFORM**

- A. In addition to the remedies authorized under the Standard Written Agreement Section VI. Termination and Default Provision B.,
- B. if the Department determines the deficiency remains then the Department, within its discretion, may correct the deficiency at Vendor's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide Vendor with an invoice for the costs incurred by the Department to correct the deficiency and Vendor shall pay the invoice ("Department invoice"). All Department invoices submitted to Vendor for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

## **VIII. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

In accordance with Section 287.058, Florida Statutes, the Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose the liquidated damages

indicated below upon the Contractor for failure to comply with the performance standard requirements as set forth in the chart below.

	<b>Performance Standard Requirement</b>	<b>Liquidated Damages to be Imposed</b>
1.	Preventive Maintenance Services Type A	\$100.00, per day, beyond the due date, until accepted by the Department in writing.
2.	Preventive Maintenance Services Type B	\$100.00, per day, beyond the due date, until accepted by the Department in writing.
3.	Preventive Maintenance Services Type C	\$100.00, per day, beyond the due date, until accepted by the Department in writing.

**IX. ALTERATIONS AND SUBSTITUTIONS**

No alteration or modification of the Agreement terms, including substitution of services, shall be valid or binding against the Department. The Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms to service upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a service, whether written or electronic) or by incorporating such terms onto the Vendor’s orders, fiscal forms, invoices, or other documents forwarded by the Agreement for payment (“Vendor invoices”). The Department’s acceptance of service or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

The Vendor shall not use electronic keypads or electronic signature devices for any purpose. The Vendor acknowledges and agrees the Department’s staff signature authority for Vendor’s invoices is binding upon the Department only to the extent the signature acknowledges receipt of the Vendor’s services or authorizes payment and is not binding upon the Department for any other purpose.

**X. MOBILE EQUIPMENT ABUSE**

- A. Prior to the issuance of each work order, the Department’s Project Manager and the Vendor shall conduct a physical inspection of each piece of Mobile Equipment to be serviced.
- B. Vendor is responsible for any damage or vandalism to Department’s Mobile Equipment and its contents therein while in possession of the same. The Vendor shall repair any such damage at no cost to Department.
- C. In the event the Vendor identifies signs of blatant abuse, breakdown, or failure of Mobile Equipment (“Mobile Equipment Abuse”), and it’s based on a to suspicion of abuse by Departmental personnel, then the Vendor shall notify the Department’s Project Manager in writing. The Vendor shall document instances of Mobile Equipment Abuse and provide written documentation of the same to the Department’s Project Manager

rather than providing such documentation to the Departmental employee picking up the Mobile Equipment.

**XI. DELIVERABLES**

The Contractor shall submit all Deliverables in accordance with the Deliverable Schedule below. Deliverables must be approved by the Department's Project Manager prior to payment to the Vendor. Deliverable due dates may be extended upon prior written approval of the Department's Project Manager prior to the expiration of the time dictated in the below schedule.

	<b>Deliverable</b>	<b>Schedule</b>
a.	Preventive Maintenance Services Type A	Within one (1) workday complete work and notify the Department
b.	Preventive Maintenance Services Type B	Within two (2) workdays complete work and notify the Department
c.	Preventive Maintenance Services Type C	Within three (3) workdays complete work and notify the Department

**XII. TITLES OF SUBSEQUENT EXHIBITS:**

- Exhibit "B" Check Sheet and Description for Mobile Equipment Preventative Services Type: A, B, and C.
- Exhibit "C" Mobile Equipment Services Supply Specifications
- Exhibit "D" St. Augustine Shop Mobile Equipment Work Order
- Exhibit "E" Mobile Equipment List
- Exhibit "F" Price Sheet
- Exhibit "G" Method of Compensation



**EXHIBIT "B"**  
**CHECK SHEET AND DESCRIPTION FOR**  
**VEHICLE SERVICES**  
**PREVENTATIVE MAINTENANCE**  
**SERVICES: TYPE A, B, AND C**

## AUTOMOTIVE AND TRUCKING EQUIPMENT THROUGH ONE TON OILS, FLUIDS, FILTERS – MUST MEET OR EXCEED OEM SPECIFICATIONS

### A Service - 5 Months/5,000 Miles

Vehicle No. \_\_\_\_\_ Mileage \_\_\_\_\_ Date \_\_\_\_\_

Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory. Place (N/A) in blocks that do not apply.

- |                      |                                                                                                                                                             |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| INSIDE               | 1. ___ INSTRUMENTS AND CONTROLS – Check all instruments, gauges, switches, controls and warning devices.                                                    |
| VEHICLE              | 2. ___ LIGHTS AND HORN – Inspect all lights, signals.                                                                                                       |
| CHECKS               | 3. ___ SEAT BELTS – Check fabric and buckles.                                                                                                               |
|                      | 4. ___ BRAKE AND CLUTCH – Test to determine if both function properly, check pedal free travel.                                                             |
| OUTSIDE              | 5. ___ GLASS – Check for damage/accident.                                                                                                                   |
| VEHICLE              | 6. ___ BODY CONDITION – Rust/damage that will affect operation.                                                                                             |
| CHECKS               | 7. ___ WINDSHIELD WIPERS AND BLADE – Check for serviceability.                                                                                              |
|                      | 8. ___ LIGHT LENSES – REFLECTORS – Broken or damaged.                                                                                                       |
| UNDER                | 9. ___ STEERING AND SUSPENSION – Check for free play.                                                                                                       |
| VEHICLE              | 10. ___ LEAKS – Visually inspect the engine compartment, gear housings, backing plates, for water, fluid, oil or oil leaks.                                 |
| CHECKS               | 11. ___ EXHAUST SYSTEM – Inspect muffler, exhaust and tail pipe and all connections for leaks.                                                              |
|                      | 12. ___ SHOCK ABSORBERS – Check for looseness.                                                                                                              |
|                      | 13. ___ DRIVE LINE UNITS – Engine mounts, transmission mounts, transfer case mounts, PTO mounting, clutch housing, drive shafts, U-joints, differential(s). |
|                      | 14. ___ WHEELS AND TIRES – Wheel lugs for tightness, tires for damage and wear, rotate if required by wear, check air pressure.                             |
| LUBRICATE            | 15. ___ CHASSIS – Service all fittings, oil all control linkage.                                                                                            |
|                      | 16. ___ BODY – Lubricate all door and deck hinges, Striker plates and latches.                                                                              |
|                      | 17. ___ HEAT CONTROL VALVE – Oil check operation.                                                                                                           |
| SERVICE/<br>CHANGE   | 18. ___ ENGINE – Change oil and oil filter. _____ Qts.                                                                                                      |
| CHECK/ADD<br>FLUID   | 19. ___ TRANSMISSION MANUAL – Check fluid level _____ Pts.                                                                                                  |
|                      | 20. ___ GEAR HOUSINGS – Check fluid level _____ Pts.                                                                                                        |
|                      | 21. ___ DIFFERENTIAL(S) – Check fluid level.                                                                                                                |
| UNDER HOOD<br>CHECKS | 22. ___ WINDSHIELD WASHER – Check water level.                                                                                                              |
|                      | 23. ___ AIR CLEANER – Remove and clean.                                                                                                                     |
|                      | 24. ___ BATTERY – Check fluid level, cables and terminals.                                                                                                  |
|                      | 25. ___ HOSES AND DRIVE BELTS – Check serviceability and tension.                                                                                           |
|                      | 26. ___ COMPRESSOR/AIR CONDITIONER – Run unit, observe Freon level at sight port.                                                                           |
|                      | 27. ___ RADIATOR – Check coolant level.                                                                                                                     |
| CHECK/ADD<br>FLUID   | 28. ___ BRAKE MASTER CYLINDER – Check fluid level.                                                                                                          |
|                      | 29. ___ POWER STEERING – Check fluid level.                                                                                                                 |
|                      | 30. ___ TRANSMISSION/AUTOMATIC – Check fluid level _____ Qts.                                                                                               |
| INSIDE VEH.          | 31. ___ Replace PM service indicator in folder.                                                                                                             |

NOTE: Some items applicable only on certain vehicles. Use this guide along with the Manufacturer's maintenance manual to prevent missing recommended service requirements which would void the Manufacturer's vehicle warranties.

\_\_\_\_\_  
Shop Supervisor's Signature

\_\_\_\_\_  
Mechanic's Signature



## AUTOMOTIVE AND TRUCKING EQUIPMENT THROUGH ONE TON OILS, FLUIDS, FILTERS – MUST MEET OR EXCEED OEM SPECIFICATIONS

### B Service - 15 Months/15,000 Miles

Vehicle No. \_\_\_\_\_ Mileage \_\_\_\_\_ Date \_\_\_\_\_  
Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory. Place (N/A) in blocks that do not apply.

INSIDE	1. ___ INSTRUMENTS AND CONTROLS – Check all instruments, gauges, switches, controls and warning devices.
VEHICLE CHECKS	2. ___ LIGHTS AND HORNS – Inspect all lights, signals. 3. ___ SEAT BELTS – Check fabric and buckles. 4. ___ BRAKE AND CLUTCH – Test to determine if both function properly, check pedal free travel.
OUTSIDE VEHICLE CHECKS	5. ___ GLASS – Check for damage/accident. 6. ___ BODY CONDITION – Rust/damage that will effect operation, check body and door drain holes. 7. ___ WINDSHIELD WIPERS AND BLADES – check for serviceability. 8. ___ LIGH LENSES/REFLECTORS – Broken or damaged. 9. ___ STATE SAFETY INSPECTION – Complete.
UNDER VEHICLE CHECKS	10. ___ STEERING AND SUSPENSION – Check for free play. 11. ___ LEAKS – Visually inspect the engine compartment, gear housings, backing plates, for water, fluid oil or fuel leaks. 12. ___ EXHAUST SYSTEM – Inspect muffler, exhaust and tail pipe and all connections for leaks. 13. ___ SHOCK ABSORBERS – Check for looseness and condition. 14. ___ DRIVE LINE UNITS – Engine mounts, transmission mounts, transfer case mounts, PTO mounting, clutch housing, Drive shafts, U-joints, differential(s). 15. ___ WHEELS AND TIRES – Wheel lugs for tightness, tires for damage and wear, rotate if required by wear, check air pressure.
LUBRICATE	16. ___ CHASSIS – Service all fittings, oil all control linkage. 17. ___ BODY – Lubricate all door and deck hinges, striker plates and latches, door lock cylinders. 18. ___ HEAT CONTROL VALVVE – Oil, check operation. 19. ___ FREE RUNNING HUBS – Clean and repack if operated in water.
SERVICE/ CHANGE CHECK/ADD FLUID	20. ___ ENGINE – Change oil and oil filter _____ Qts. 21. ___ TRANSMISSION MANUAL – Check fluid level _____ Pts. 22. ___ GEAR HOUSINGS – Check fluid level _____ Pts. 23. ___ DIFFERENTIAL(S) – Check fluid level, change if operated in water _____ Pts.
UNDER HOOD CHECKS	24. ___ WINDSHIELD WASHER – Check water level. 25. ___ FUEL FILTER – Clean, replace filter element. 26. ___ EMISSION CONTROL SYSTEM – Replace PCV valve, replace vapor storage filter element, service system. 27. ___ AIR CLEANER OIL BATH – Clean and replace oil _____ Qts. 28. ___ AIR CLEANER DRY – Replace element. 29. ___ BATTERY – Check fluid level, cables and terminals. 30. ___ HOSES AND DRIVE BELTS – Check serviceability and tension. 31. ___ COMPRESSOR AIR CONDITIONER – Run unit, observe Freon level at sigh port. 32. ___ ENGINE TUNE-UP – Replace plugs, points, check timing and RPM. 33. ___ ELECTRICAL TEST – Charging and starting circuits will be load tested.
CHECK/ADD FLUID	34. ___ RADIATOR – Check level, check with hydrometer, add rust inhibitors. 35. ___ BRAKE MASTER CYLINDER – Check fluid level. 36. ___ POWER STEERING – Check fluid level. 37. ___ TRANSMISSION AUTOMATIC – Check fluid level _____ Pts.
INSIDE VEH.	38. ___ Replace PM Service indicator in holder.

NOTE: Some items applicable only on certain vehicles. Use this guide along with the Manufacturer's maintenance manual to prevent missing recommended service requirements which would void the Manufacturer's vehicle warranties.

\_\_\_\_\_  
Shop Supervisor's Signature

\_\_\_\_\_  
Mechanic's Signature



## AUTOMOTIVE AND TRUCKING EQUIPMENT THROUGH ONE TON OILS, FLUIDS, FILTERS – MUST MEET OR EXCEED OEM SPECIFICATIONS

### C Service - 30 Months/30,000 Miles

Vehicle No. \_\_\_\_\_ Mileage \_\_\_\_\_ Date \_\_\_\_\_

- Place (√) in blocks that are satisfactory. Place (X) in blocks that are unsatisfactory. Place (N/A) in blocks that do not apply.
- INSIDE 1. \_\_\_ INSTRUMENTS AND CONTROLS – Check all instruments, gauges, switches, controls and warning devices.
- VEHICLE 2. \_\_\_ LIGHTS AND HORN – Inspect all lights, signals.  
CHECKS 3. \_\_\_ SEAT BELTS – Check fabric and buckles.
- OUTSIDE 4. \_\_\_ BRAKE AND CLUTCH – Test to determine if both function properly, check pedal free travel.  
VEHICLE 5. \_\_\_ GLASS – Check for damage/accident.  
CHECKS 6. \_\_\_ BODY CONDITION – Rust/damage that will affect operation, check body and door drain holes.  
7. \_\_\_ WINDSHIELD WIPERS AND BLADES - Check for serviceability.  
8. \_\_\_ LIGHT LENSES/REFLECTORS – Broken or damaged.  
9. \_\_\_ BRAKES – Inspect front drums and linings for wear and damage, backing plate for tightness, repack wheel bearings.
- UNDER 10. \_\_\_ STATE SAFETY INSPECTION – Complete  
VEHICLE 11. \_\_\_ STEERING AND SUSPENSION – Check for free play.  
CHECKS 12. \_\_\_ LEAKS – Visually inspect the engine compartment, gear housings, backing plates for water, fluid oil or fuel leaks.
13. \_\_\_ EXHAUST SYSTEM – Inspect muffler, exhaust and tail pipe and all connections for leaks.  
14. \_\_\_ SHOCK ABSORBERS – Check for looseness and condition.  
15. \_\_\_ DRIVE LINE UNITS – Engine mounts, transmission mounts, transfer case mounts, PTO mounting, clutch housing, Drive shafts, U-joints, differential(s).  
16. \_\_\_ WHEELS AND TIRES – check wheel lugs for tightness, tires for damage and wear, rotate if required by wear, Check air pressure.
- LUBRICATE 17. \_\_\_ CHASSIS – Service all fittings, oil all control linkage, lubricate sealed plug fittings.  
18. \_\_\_ BODY – Lubricate all door and deck hinges, striker plates and latches, door lock cylinders.  
19. \_\_\_ HEAT CONTROL VALVE – Oil, check operation.  
20. \_\_\_ FREE RUNNING HUBS – Clean and repack.
- SERVICE/ 21. \_\_\_ ENGINE – Change oil and oil filter \_\_\_\_\_ Qts.  
CHANGE 22. \_\_\_ TRANSMISSION MANUAL – Change fluid \_\_\_\_\_ Qts.  
23. \_\_\_ TRANSFER CASE – Change fluid \_\_\_\_\_ Qts.  
24. \_\_\_ DIFFERENTIAL(S) – Change fluid \_\_\_\_\_ Qts.  
25. \_\_\_ TRANSMISSION AUTOMATIC – Adjust bands, change fluid and filter \_\_\_\_\_ Qts.
- CHECK/ADD 26. \_\_\_ TRANSMISSION MANUAL – Check fluid level \_\_\_\_\_ Pts.  
FLUID 27. \_\_\_ GEAR HOUSINGS – Check fluid level \_\_\_\_\_ Pts.  
28. \_\_\_ DIFFERENTIAL – Check fluid level \_\_\_\_\_ Pts.
- UNDER HOOD 29. \_\_\_ WINDSHIELD WASHER – Check water level.  
CHECKS 30. \_\_\_ FUEL FILTER – Clean, replace filter element.  
31. \_\_\_ EMISSION CONTROL SYSTEM – Replace PCV valve, replace vapor storage filter element, service system.  
32. \_\_\_ AIR CLEANER OIL BATH – Clean and replace oil \_\_\_\_\_ Qts.  
33. \_\_\_ AIR CLEANER DRY – Replace element.  
34. \_\_\_ BATTERY – Check fluid level, cables and terminals.  
35. \_\_\_ HOSES AND DRIVER BELTS – Replace.  
36. \_\_\_ COMPRESSOR AIR CONDITION – Run unit, observe Freon level at sight port.  
37. \_\_\_ ENGINE TUNE UP – Replace plugs, points check timing and RPM.  
38. \_\_\_ ELECTRICAL TEST – Charging and starting circuits will be load tested.  
39. \_\_\_ RADIATOR – Drain, flush and recharge \_\_\_\_\_ Qts.
- CHECK/ADD 40. \_\_\_ BRAKE MASTER CYLINDER – Check fluid level.  
FLUID 41. \_\_\_ POWER STEERING – Check fluid level.  
INSIDE VEH. 42. \_\_\_ Replace PM Service indicator in holder.

NOTE: Some items applicable only on certain vehicles. Use this guide along with the Manufacturer's maintenance manual to prevent missing recommended service requirements which would void the Manufacturer's vehicle warranties.

\_\_\_\_\_  
Shop Supervisor's Signature

\_\_\_\_\_  
Mechanic's Signature

## EXHIBIT "C"

### Mobile Equipment Supply Specifications For Type A, B, and C Services

- I. FILTERS (automotive, air, coolant, oil, fuel, transmission, hydraulic, etc.) shall be ALLIED SIGNAL FRAM FILTERS (REF: Catalog LF3-MHDAC1 issued 2003) or its equivalent.
  
- II. Belts, Hoses, etc. for each vehicle and/or equipment shall be cross referenced and verified using the Vehicle Identification Number (VIN) prior to use. (See Exhibit E)
  
- III. FLUID: General Note – All fluids must meet or exceed the vehicle manufacturer’s recommendation. This information can be obtained from the vehicle/equipment owner’s manual.
  - a. ANTIFREEZE – No recycled antifreeze will be used during any services.
  
  - b. MOTOR OIL  
CHEVRON HEAVY DUTY MOTOR OIL  
(DELO. 400 MULTIGRADE) SAE 15W-40  
API Service CH-4, CG-4, CF-4, CE, CD/SJ, SH  
or must meet or exceed API CH-4 Performance.
  
  - c. TRACTOR FLUID  
COASTAL MULTITRAC TRACTOR FLUID or must meet or exceed  
ALLIS-CHALMERS PF-821                      FORD M2C86-B; M2C134C  
ALLISON C-4                                      M.F. PERMATRAN III  
CATERPILLAR TO-2                              KUBOTA UTF  
DEVTZ HTF                                        JOHN DEERE J 20-C; 303  
J1 CASE MS-1206 PTF                        QUATROL  
MS-210, TCH
  
  - d. TRANSMISSION FLUID  
COASTAL PREMIUM HYDRAULIC AW 46 or must meet or exceed  
DENISION HF-0 & HF-Z  
VICKERS M-290-S & I-286-S  
CINCINNATI MILACRON P-70
  
- IV. PACKING GREASE  
CHEVRON ULTRA – HEAVY GREASE  
EP NLGI 2  
Anti Wear
  
- V. REAR END GEAR  
CHEVRON RPM UNIVERSAL GEAR LUBRICANT SAE 80W-90  
or must meet or exceed  
MIL-L-2105D  
MACK GO-G  
MACK GO-H



**EXHIBIT "E"**  
**Mobile Equipment List**  
**(Through 1-Ton)**

<u>DOT Vehicle</u>	<u>Year</u>	<u>Make</u>	<u>Description</u>	<u>Fuel Type</u>	<u>VIN Number</u>	<u>Projected Services</u>
27227	2001	DODGE	RAM 3500	Diesel	3B6MC36651M554689	2-A, 1-B, 2-A, 1-C
28494	2003	FORD	F-150	Gas	2FTRX17W03CA86796	2-A, 1-B, 2-A, 1-C
29280	2005	CHEVROLET	C1500	Gas	1GCEC19ZX5Z291582	2-A, 1-B, 2-A, 1-C
29403	2006	FORD	F-250	Gas	1FTSX20Y96EA14786	2-A, 1-B, 2-A, 1-C
29751	2006	DODGE	CARAVAN	Gas	1D8GP24R06B612518	2-A, 1-B, 2-A, 1-C
30058	2007	FORD	F-350	Diesel	1FDWX36P87EB08967	2-A, 1-B, 2-A, 1-C
30279	2007	FORD	RANGER	Gas	1FTYR14U37PA82268	2-A, 1-B, 2-A, 1-C
30443	2008	FORD	F-150	Gas	1FTPX12V18FA63125	2-A, 1-B, 2-A, 1-C
30500	2017	FORD	F-150	Gas	1FTEW1C80HFA76547	2-A, 1-B, 2-A, 1-C
30501	2017	FORD	F-150	Gas	1FTEW1C84HFA76549	2-A, 1-B, 2-A, 1-C
30853	2008	FORD	F-250	Diesel	1FTSX20R98EC98772	2-A, 1-B, 2-A, 1-C
30918	2008	FORD	F-150	Gas	1FTRX12V68KD19744	2-A, 1-B, 2-A, 1-C
31134	2009	FORD	RANGER	Gas	1FTYR44E19PA20736	2-A, 1-B, 2-A, 1-C
31198	2009	CHEVROLET	IMPALA	Gas	2G1WB57K391209073	2-A, 1-B, 2-A, 1-C
31773	2012	FORD	F-150	Gas	1FTFX1CF4CFA89469	2-A, 1-B, 2-A, 1-C
31787	2012	FORD	F-150	Gas	1FTMF1CM3CFB57253	2-A, 1-B, 2-A, 1-C
31827	2012	FORD	F-150	Gas	1FTMF1CM7CFB80986	2-A, 1-B, 2-A, 1-C
31995	2014	FORD	F-150	Gas	1FTMF1CM5EFB70511	2-A, 1-B, 2-A, 1-C
32267	2013	FORD	F-150	Gas	1FTFX1CF5DFC28798	2-A, 1-B, 2-A, 1-C
32270	2013	FORD	SUPER DUTY F-250	Gas	1FT7X2A66DEB20113	2-A, 1-B, 2-A, 1-C
32299	2013	FORD	F-150	Gas	1FTFX1CFXDKF27355	2-A, 1-B, 2-A, 1-C
32377	2015	CHEVROLET	SILVERADO 1500	Gas	1GCRCPEH0FZ199416	2-A, 1-B, 2-A, 1-C
32553	2016	CHEVROLET	IMPALA LIMITED	Gas	2G1WA5E35G1130421	2-A, 1-B, 2-A, 1-C
32558	2016	CHEVROLET	IMPALA LIMITED	Gas	2G1WA5E33G1131440	2-A, 1-B, 2-A, 1-C
32604	2018	DODGE	RAM 1500	Gas	1C6RR6FG6JS180246	2-A, 1-B, 2-A, 1-C
32705	2018	DODGE	RAM 1500	Gas	1C6RR7FG6JS298111	2-A, 1-B, 2-A, 1-C

## EXHIBIT “F” – PRICE SHEET PREVENTATIVE MAINTENANCE AND REPAIR SERVICE FOR VEHICLES UNDER 1 TON

Services to be provided as specified in attached Exhibit “A”, Scope of Services. This is a three (3) year Term Agreement for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The Department does not guarantee any specific quantity of vehicle services to be performed by the Vendor. This Agreement may be renewed contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal of the Agreement shall be in writing and shall be subject to the same pricing, terms and conditions set forth in the initial Agreement.

Vehicle Description	Fuel Type	No. of Vehicles	TYPE A Unit Price	TYPE B Unit Price	TYPE C Unit Price	Total Price For A, B, & C
Dodge Ram 1500	Gas	2	\$	\$	\$	\$
F150 Pickup	Gas	11	\$	\$	\$	\$
Silverado 1500	Gas	2	\$	\$	\$	\$
Dodge Caravan	Gas	1	\$	\$	\$	\$
F250 Pickup	Diesel	3	\$	\$	\$	\$
F350 Crew Cab	Diesel	1	\$	\$	\$	\$
Ford Ranger	Gas	2	\$	\$	\$	\$
Chevy Impala	Gas	3	\$	\$	\$	\$
Dodge Ram 3500	Diesel	1	\$	\$	\$	\$
<b>TOTAL BID AMOUNT FOR A, B, and C</b>				<b>\$</b>		

**All items must be bid in order for the bid to be considered. Low bidder will be determined by the TOTAL BID AMOUNT. The Department reserves the right to reject any or all bids.**

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

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



**EXHIBIT “F” – PRICE SHEET**  
**PREVENTATIVE MAINTENANCE AND REPAIR SERVICE**  
**FOR VEHICLES UNDER 1 TON**

**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.

Vendor: \_\_\_\_\_ FEID #: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

## **EXHIBIT "G"**

### **METHOD OF COMPENSATION**

1.0 PURPOSE:

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

2.0 COMPENSATION:

This is a Term Agreement for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. The Department does not guarantee any specific quantity of vehicle and equipment services to be performed by the Vendor.

3.0 PROGRESS PAYMENTS:

The Vendor shall submit   1   monthly invoice in arrears, in a format acceptable to the Department. Payment shall be made to the Vendor at the unit rates shown in Exhibit "F", for services provided, as approved by the Department.

Invoices shall be submitted to: Florida Department of Transportation

                    Ian Middlemas                      
                    3600 DOT Road                      
                    St. Augustine, FL 32084                    

4.0 DETAILS OF COSTS AND FEES:

Details of costs and fees for the performance of the services are contained in Exhibit "F", attached hereto and made a part hereof.

5.0 TANGIBLE PERSONAL PROPERTY:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ANTICIPATED DBE PARTICIPATION STATEMENT**

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

Procurement Number: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's FEID Number: \_\_\_\_\_

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

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

**OR**

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

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

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Date: \_\_\_\_\_

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

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

Prime Contractor: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number: \_\_\_\_\_

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

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

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE

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

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

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

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

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

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

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

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

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

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

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

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

**YES**

**NO**

NAME OF BUSINESS: \_\_\_\_\_

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

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

Certified By: \_\_\_\_\_

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

Authorized Signature Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

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

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

1. SERVICES AND PERFORMANCE

- A. In connection with \_\_\_\_\_, 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 Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.



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

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

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

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

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

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

No Bond is required.

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

- E. **CERTIFICATION.**

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall

provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

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

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

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

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

Select District and hit TAB key

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.

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

6. TERMINATION AND DEFAULT

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

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:
  - The following provision is not applicable to this Agreement:
  - The following provision is hereby incorporated in and made a part of this Agreement:
  - It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida

provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

## 8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes,

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

- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
  - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
- M. Other Provisions:

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name of Vendor

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

\_\_\_\_\_

\_\_\_\_\_