

**State of Florida
Department of Transportation**



INVITATION TO BID
Right of Way Demolition and Removal Services

DOT-ITB-20-3015-KW

CONTACT FOR QUESTIONS:

Karen Woodham, Procurement Agent
Karen.woodham@dot.state.fl.us
Phone: (850) 330-1340
1074 Highway 90
Chipley, Florida 32428

State of Florida
Department of Transportation
District Three Procurement Office
1074 Highway 90
Chipley, Florida 32428

INVITATION TO BID REGISTRATION

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

Bid Number: DOT-ITB-20-3015-KW

Title: Right of Way Demolition and Removal Services

Bid Due Date & Time (On or Before): March 19, 2020

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

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

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone karen.woodham@dot.state.fl.us, (850) 330-1340

EXHIBIT C
BID SHEET
DISTRICT-WIDE DEMOLITION AND REMOVAL

1.0 RESIDENTIAL STRUCTURES

ITEM #	STRUCTURE TYPE / SIZE	UNIT	COST/UNIT
1.1	FRAME ONE-STORY		
1.1.1	0 – 5,000 Square Feet	SF	\$
1.1.2	5,001 Square Feet and greater	SF	\$
1.2	FRAME MULTI-STORY		
1.2.1	0 – 5,000 Square Feet	SF	\$
1.2.2	5,001 Square Feet and greater	SF	\$
1.3	CONCRETE BLOCK ONE-STORY		
1.3.1	0 – 5,000 Square Feet	SF	\$
1.3.2	5,001 Square Feet and greater	SF	\$
1.4	CONCRETE BLOCK MULTI-STORY		
1.4.1	0 – 5,000 Square Feet	SF	\$
1.4.2	5,001 Square Feet and greater	SF	\$
1.5	MASONRY ONE-STORY		
1.5.1	0 – 5,000 Square Feet	SF	\$
1.5.2	5,001 Square Feet and greater	SF	\$
1.6	MASONRY MULTI-STORY		
1.6.1	0 – 5,000 Square Feet	SF	\$
1.6.2	5,001 Square Feet and greater	SF	\$
1.7	MOBILE HOMES-DEMOLITION		
1.7.1	Single-wide	SF	\$
1.7.2	Double-wide	SF	\$
1.7.3	Triple-wide	SF	\$

2.0 COMMERCIAL/INDUSTRIAL STRUCTURES

ITEM #	STRUCTURE TYPE / SIZE	UNIT	COST/UNIT
2.1	METAL ONE-STORY		
2.1.1	0 – 5,000 Square Feet	SF	\$
2.1.2	5,001 – 20,000 Square Feet	SF	\$
2.1.3	20,001 Square Feet and greater	SF	\$
2.2	METAL MULTI-STORY		
2.2.1	0 – 5,000 Square Feet	SF	\$
2.2.2	5,001 – 20,000 Square Feet	SF	\$
2.2.3	20,001 Square Feet and greater	SF	\$
2.3	FRAME ONE-STORY (wood/hardy plank/stucco)		
2.3.1	0 – 5,000 Square Feet	SF	\$
2.3.2	5,001 – 20,000 Square Feet	SF	\$
2.3.3	20,001 Square Feet and greater	SF	\$

EXHIBIT C

2.4	FRAME MULTI-STORY (wood/hardy plank/stucco)		
2.4.1	0 – 5,000 Square Feet	SF	\$
2.4.2	5,001 – 20,000 Square Feet	SF	\$
2.4.3	20,001 Square Feet and greater	SF	\$
2.5	CONCRETE BLOCK ONE-STORY		
2.5.1	0 – 5,000 Square Feet	SF	\$
2.5.2	5,001 – 20,000 Square Feet	SF	\$
2.5.3	20,001 Square Feet and greater	SF	\$
2.6	CONCRETE BLOCK MULTI-STORY		
2.6.1	0 – 5,000 Square Feet	SF	\$
2.6.2	5,001 – 20,000 Square Feet	SF	\$
2.6.3	20,001 Square Feet and greater	SF	\$
2.7	MASONRY ONE-STORY (brick)		
2.7.1	0 – 5,000 Square Feet	SF	\$
2.7.2	5,001 – 20,000 Square Feet	SF	\$
2.7.3	20,001 Square Feet and greater	SF	\$
2.8	MASONRY MULTI-STORY (brick)		
2.8.1	0 – 5,000 Square Feet	SF	\$
2.8.2	5,001 – 20,000 Square Feet	SF	\$
2.8.3	20,001 Square Feet and greater	SF	\$

3.0 SIGNS, LIGHT AND UTILITY POLES

ITEM #	DESCRIPTION	UNIT	COST/UNIT
3.1	WOOD SIGNS/POLES (INCLUDING BASE)		
3.1.1	0 – 600 Square Feet	SF	\$
3.1.2	Greater than 600 Square Feet	SF	\$
3.2	METAL SIGNS/POLES (INCLUDING BASE)		
3.2.1	0 – 600 Square Feet	SF	\$
3.2.2	Greater than 600 Square Feet	SF	\$
3.3	MONUMENTAL MASONRY SIGNS (INCLUDING BASE)		
3.3.1	Any Size per Square Foot	SF	\$
3.4	MONOPOLE SIGNS (INCLUDING BASE)		
3.4.1	Any Size per Square Foot	SF	\$
3.5	UTILITY POLES (INCLUDING BASE)		
3.5.1	Concrete Poles	LF	\$
3.5.2	Metal Poles	LF	\$
3.5.3	Wood Poles	LF	\$
3.6	Sign Base		
3.6.1	Removal of Sign Base Only	SF	\$
3.7	Bollard		
3.7.1	Bollard (concrete/metal/wood)	EA	\$

EXHIBIT C

4.0 MISCELLANEOUS

ITEM #	DESCRIPTION	UNIT	COST/UNIT
4.1	SLABS / FOOTER REMOVAL		
4.1.1	Less than or equal to 6" in depth/SF	SF	\$
4.1.2	Greater than 6" in depth/SF	SF	\$
4.1.3	Asphalt/SF	SF	\$
4.1.4	Saw cut only per linear foot	LF	\$
4.2	WOOD DECKS/RAMPS		
4.2.1	Any size per square foot	SF	\$
4.2.2	Removal of boat dock to include piers/pilings	SF	\$
4.3	OUTBUILDINGS		
4.3.1	Any size per square foot	SF	\$
4.4	ELECTRICAL		
4.4.1	Electrical disconnect fee	EA	\$
4.4.2	Remove exterior lighting per fixture	EA	\$
4.5	CANOPIES		
4.5.1	Canopy Removal	SF	\$
4.6	SWIMMING POOLS		
4.6.1	Above ground pool	SF	\$
4.6.2	In ground Vinyl lined pool	SF	\$
4.6.3	In ground Concrete pool	SF	\$
4.6.4	Pump-out (without removing pool)	each	\$
4.7	SEPTIC SYSTEMS/BACKFLOW/LIFT STATIONS		
4.7.1	Septic System Removal - 0-2,000 gal.	EA	\$
4.7.2	Septic System Removal - 2,001 gal. and greater	EA	\$
4.7.3	Lift Station Removal	EA	\$
4.7.4	Backflow Preventer - Pipe Diameter of 1.5 inches or less	EA	\$
4.7.5	Backflow Preventer - Pipe Diameter of greater than 1.5 inches	EA	\$
4.8	FENCE REMOVAL		
4.8.1	Wire	LF	\$
4.8.2	Chain-link	LF	\$
4.8.3	Wood	LF	\$
4.8.4	Masonry	LF	\$
4.9	WELLS / WATER SUPPLY		
4.9.1	Capping – Less than or equal to 6" diameter	EA	\$
4.9.2	Capping – Greater than 6" in diameter	EA	\$
4.9.3	Abandonment – Less than or equal to 6" in diameter	LF	\$
4.9.4	Abandonment – Greater than 6" in diameter	LF	\$
4.10	IRRIGATION SYSTEMS		
4.10.1	Above ground systems	LF	\$
4.10.2	In-ground systems	LF	\$
4.10.3	Cut and cap water line (irrigation, well line, etc.)	LF	\$

EXHIBIT C

4.11	HYDRAULIC LIFTS/GREASE TRAPS		
4.11.1	Hydraulic Lift Removal	EA	\$
4.11.2	Grease Trap Removal	EA	\$
4.11.3	Hydraulic Lift - remove and dispose of hydraulic fluid	GAL	\$
4.11.4	Grease Trap – removal and disposal of grease	GAL	\$
4.12	DEBRIS		
4.12.1	Debris Removal	TON	\$
4.13	FILL		
4.13.1	Fill Material	YD ³	\$
4.14	HOURLY RATES		
4.14.1	Laborer	HR	\$
4.14.2	Electrician	HR	\$
4.14.3	Plumber	HR	\$
4.15	TIRE REMOVAL		
4.15.1	Tire Removal	EA	\$
4.16	WET DEMOLITION		
4.16.1	Wet Demo	SF	\$
4.17	BUILDING CUT OFF		
4.17	Building Cut-Off and Removal	SF	\$
4.18	FENCE INSTALLATION		
4.18.1	4' Field Fence	LF	\$
4.18.2	4' Chain Link Fence	LF	\$
4.19	EROSION CONTROL		
4.19.1	Hay	EA	\$
4.19.2	Silt Fence	LF	\$
4.20	CLEARING AND GRUBBING		
4.20.1	Clearing and Grubbing	SF	\$
4.21	LAWN AND LANDSCAPING		
4.21.1	Tractor Operated Equipment	HR	\$
4.22	SECURING OF BUILDINGS		
4.22.1	1/2 inch Plywood, 4x8 sheet	EA	\$
4.22.2	5/8 inch Plywood, 4x8 sheet	EA	\$
4.22.3	3/4 inch Plywood, 4x8 sheet	EA	\$
4.22.4	Nails	POUND	\$
4.22.5	Screws	POUND	\$
4.23	VEHICLE REMOVAL		
4.23.1	Vehicle Removal	EA	\$
4.24	EQUIPMENT RENTAL		
4.24.1	Crane	DAILY	\$
4.24.2	Manlift	DAILY	\$

It is the Department's Intent to award 2 contracts from this solicitation. The initial contract will be awarded based on low bid and the second as a supplement.

A Sample project will be used to determine the total bid

MFMP Transaction Fee:

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

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

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

Bidder: _____ FEID# _____.

Address: _____ City,State,Zip: _____.

Phone: _____ Fax: _____

E-mail: _____

Authorized Signature: _____ Date: _____

Printed/Typed: _____ Title: _____

DOT-ITB-20-3015-KW

MINIMUM QUALIFICATIONS STATEMENT

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

Provide a written statement detailing your qualifications:

WORK REFERENCES

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

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

1. _____
2. _____
3. _____

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

375-040-18
PROCUREMENT
03/17

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

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

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

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

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

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

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

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

YES

NO

NAME OF BUSINESS: _____

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

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

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

5. Year Firm Established: _____

6. DBE
 Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ANTICIPATED DBE PARTICIPATION STATEMENT

375-040-63
PROCUREMENT
02/07

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

Procurement Number: _____

Contractor's Name: _____

Contractor's FEID Number: _____

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

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

OR

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

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

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

Date: _____

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PERFORMANCE BOND

375-040-27
PROCUREMENT
OGC - 10/04

KNOW ALL MEN BY THESE PRESENTS: That we, _____
(name)
_____ (hereinafter called Vendor) of _____
(address)

_____ and
_____ (hereinafter called Surety) of
(name)

_____ (address)
duly authorized to do business in the State of Florida, are held and firmly bound unto the State of Florida in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the Florida Department of Transportation (hereinafter called the Department), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents;

WHEREAS, the above Vendor has subscribed to an agreement with the Department to bear the date of _____, for contractual services agreement in connection with _____

_____ in _____ County(ies), particularly known as _____ (hereinafter called the Agreement), upon certain terms and conditions in said Agreement more particularly mentioned; and

NOW, THEREFORE, The condition of this obligation is such that if the above Vendor in all respects will comply with the terms and conditions of said Agreement, and its obligations thereunder, including the Scope of Services, Specifications, General Conditions, Special Conditions, Bid Blank therein referred to and made a part thereof, and such alterations as may be made in said conditions and specifications, as therein provided for; and, further, if such Vendor will promptly make payment to all persons supplying labor, material, equipment and supplies, used directly or indirectly by the said Vendor or any subcontractor(s) in the prosecution of the work provided for in said Agreement, and promptly will pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the said Agreement and will pay to the Department any amount in money or property, the Department may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act of the Vendor, its agents, or employees, then this obligation is to be void; otherwise, to be and remain in full force and virtue in law.

WITNESS the signature of the Vendor and the signature of the Surety by _____ its

(Agent or Attorney-in-Fact, or otherwise)

with seals of said Vendor and Surety hereunto affixed this _____ day of _____, _____.

Surety
BY: _____
Signature
TITLE: _____
Attorney-in-Fact/Agent
(Surety Seal)

Vendor
BY: _____
Authorized Signature(s)

TITLE: _____
ATTEST: _____
Secretary/Notary

BY: _____
Signature

Name/Telephone #: _____
Address: _____

Note: Attach Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact. This bond is not for public works contracts required by Section 25.05, Florida Statutes.

Florida Statutes
287.135

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

375-030-60
PROCUREMENT
OGC – 07/18

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

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

Authorized Signature Print Name and Title: _____

Date: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide Right of Way Demolition and Removal Services. It is anticipated that the term of the contract will begin on or about May 1, 2020 and be effective for 36 months thereafter.

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

2) TIMELINE

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

ACTION / LOCATION	DATE	LOCAL TIME
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	3/5/2020	04:00 PM
BIDS DUE (ON OR BEFORE) - Professional Services Unit Attention: Karen Woodham 1074 Highway 90 Chipley, Florida 32428 (850) 330-1340	3/19/2020	02:00 PM
PUBLIC OPENING - 1074 Highway 90 Chipley, Florida 32428	3/19/2020	02:00 PM
POSTING OF INTENDED DECISION/AWARD -	3/20/2020	02:00 PM

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 with any questions.

3) QUESTIONS & ANSWERS

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to: Karen Woodham, karen.woodham@dot.state.fl.us, 1074 Highway 90 Chipley, Florida 32428 Fax: (850) 330-1494

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 330-1340.

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

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

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

5) DIVERSITY ACHIEVEMENT

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

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

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

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

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

help desk at EOOHelp@dot.state.fl.us .

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award two contracts to the responsive and responsible bidders that submit the lowest responsive bid. The lowest bidder will be awarded the contract and the second lowest bidder will be used to supplement the first awarded contract. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

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

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

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

9) QUALIFICATIONS

9.1 GENERAL

Bidder must meet the following minimum qualifications:

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

9.2 BIDDER QUALIFICATIONS

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

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to 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, Karen Woodham 1074 Highway 90 Chipley, Florida 32428** within ten (10) days after the ending date of the period for posting the intended award decision.

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

The intended award bidder shall provide the Department with a Performance Bond in the amount of \$30,000.00. The Performance Bond shall be provided by a surety company authorized to do business in the state of Florida. The Performance Bond shall be executed and furnished to the Department prior to contract execution and no later than ten (10) days after the ending date of the period for posting the intended award decision, unless the Department extends the time period in writing. **Failure to provide the required Performance Bond (Form 375-040-27) to the Department within the aforementioned timeframe will void the Intended Award's bid and the Department will proceed in contracting with the next lowest responsive bidder.**

The bidder must submit, with its bid, a current letter from a surety company or bonding agent authorized to do business in the state of Florida and written on company letterhead, to document the bidder's present ability to obtain a Performance Bond in the amount of \$ 30,000.00. Failure by the bidder to provide this letter with its bid will constitute a non-responsive determination for its bid. **Bids found to be non-responsive will not be considered.**

13) METHOD OF COMPENSATION

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized. The Department shall request Contractor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the project Manager. A "Letter of Authorization" (LOA) will be issues for each project scheduled.

14) CONTRACT DOCUMENT STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a bid, the bidder agrees to be legally bound by these terms and conditions.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

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

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

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

Lists which were created pursuant to s. 215.473, Florida Statutes.

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

19) RESERVATIONS

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

20) ADDITIONAL TERMS & CONDITIONS

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

21) RESPONSIVENESS OF BIDS

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

22) BID SHEET

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

23) ESTIMATED QUANTITIES

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

24) "DRUG-FREE WORK PLACE" PREFERENCE

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

25) COPYRIGHTED MATERIAL

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

26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB-20-3015-KW - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

**Florida Department of Transportation
District Three Procurement
Attention: Karen Woodham
1074 Highway 90
Chipley, Florida 32428
Phone # (850) 330-1340**

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) POSTING OF INTENDED DECISION/AWARD

29.1 - General:

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

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

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

29.2 - Inability to Post:

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

29.3 - Request to Withdraw Bid:

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

30) AWARD OF THE CONTRACT

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

Standard Written Agreement executed by both parties, and a Letter of Authorization, issued by the Project Manager.

31) RENEWAL

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

32) ATTACHED FORMS

Bid Sheet
Minimum Qualifications Statement
Drug-Free Workplace Program Certification (Form 375-040-18)
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)
DBE Participation Statement
Bid Opportunity List
Performance Bond Form 375-040-27

33) TERMS AND CONDITIONS

33.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.

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

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

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

33.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

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

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

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

33.3 MFMP Purchase Order Terms and Conditions

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

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015.pdf

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

34) ORDER OF PRECEDENCE

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

Special Conditions
Scope of Services
Bid Sheet

Standard Written Agreement

Appendix I (Terms for Federal Aid Contracts
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
Introduction Section

LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$250.00 per day for each calendar day after the designated completion date that the Vendor fails to complete the services. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department’s action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

EXHIBIT "A"

SCOPE OF SERVICES DEMOLITION AND REMOVAL

1. OBJECTIVE:

The purpose of this Agreement is to retain the Contractor to provide demolition and/or removal services necessary to clear structures, other improvements, and debris from FDOT lands and/or any State controlled areas adjacent to the right of way of State and Federal Highways for the 16 counties located in District 3: Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington. It is the Department's intent to award two contracts from one solicitation. The first contract will be awarded to the low bidder, the second lowest bidder will be used as a supplement to the first awarded contract.

2. THE CONTRACT:

- A. This is an Indefinite Quantity Contract whereby the Contractor agrees to furnish services during a prescribed period of time.
- B. Demolition is understood to include the complete teardown of all improvements, capping or abandonment of wells and removal or filling of septic tanks. No pipes, rebar or any other material is to be left protruding from the ground.
- C. Removal is understood to mean the physical relocation of an improvement to an approved site. Included in removal is breaking up and hauling away of building materials, foundations and slabs (as authorized), abandoning or capping of wells, removal or filling of septic tanks, and removal of all other debris on site so as to leave the parcel leveled and clear of any type of improvements.
- D. Contractor shall comply with the Schedule of Prevailing Wage Rates for Mechanics and Laborers on Construction for Federal Aid projects, which provides the federal mandate, by county, of the prevailing hourly wage rate. All construction contracts exceeding \$2,000.00 on Federal-aid participation jobs are subject to provisions of the Davis-Bacon Act, 29 CFR, Parts 1, 3, and 5. Contractor shall comply with applicable provisions of Federal-aid construction contracts. <http://www.dot.state.fl.us/Construction/wage.shtm>.

3. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall comply with all work requirements found in the Detailed Scope of Work -- Demolition and Removal (Exhibit "AA").
- B. The Contractor shall submit an invoice for each authorization within 60 days of completion of work. The Contractor shall submit all dump slips and disposal forms with each individual Contract Completion Report (Form 575-060-07) per Letter of Authorization.
- C. Contractor shall verify all dimensions, quantities and site conditions before work commences.
- D. Contractor shall demolish and/or remove any real property, fixtures to real property and personal property as authorized by the Department. All structures identified in the authorization must be removed. Concrete slabs and foundations will be removed as authorized by the District Deputy Right of Way Manager -Operations. Those that remain may need to be cut at the right of way line.
- E. The Contractor is responsible for determining local landfill policies prior to conducting a wet demolition to ensure that a landfill is available that will accept the debris as construction debris. Proper disposal of all construction debris, including asbestos containing material (ACM), shall be the responsibility of the Contractor. Compliance with all applicable OSHA requirements (29 CFR 1910.134 and 29 CFR 1926.1101) is essential.

- F. Contractor shall dispose of all materials in a safe and efficient manner in accordance with all local, state and federal regulations. Contractor is responsible for securing any required permits for demolition. All necessary precautions are to be taken and are the responsibility of the Contractor.
- G. All materials removed from the building or portions of building must be removed from the site daily whenever possible. When any part of the structure must be left standing or any debris remains on the property at the conclusion of the workday, the contractor must secure the area to minimize hazards.
- H. Contractor shall fill all holes or cavities with clean compactable fill sand, so as to leave the premises in a clean, safe and sanitary condition. All disturbed areas must be raked free of debris and leveled to provide a uniform grade throughout.
- I. The Contractor shall provide any/all equipment necessary to complete the work. The Department assumes no liability for any equipment owned or leased by the Contractor. Required equipment downtime for maintenance and/or repairs should not prevent the Contractor from satisfying all the terms of this contract.
- J. The Contractor shall cap or abandon (as authorized) all on-site water systems in accordance with current rules and regulations. Contractor is responsible to secure permits for well abandonment. Contractor is responsible for ensuring that abandoned wells are plugged only by a licensed water well contractor in accordance to FAC 40A-3.531.
- K. When central air conditioning units are to be removed as part of a Demolition and Removal Contract, it is the responsibility of the Demolition Contractor to hire a qualified person to remove coolant from the system according to State and Federal regulations. The Demolition Contractor must maintain documentation on who provides this service.
- L. Should water or electricity be necessary to accomplish the demolition work, the Contractor must secure it from an outside source, i.e. water truck, fire hydrant, local utility agency, generator, or temporary pole. The Contractor must obtain approval and permits from respective agencies and/or utility providers. All costs incurred are the responsibility of the Contractor.
- M. The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workers, as well as to safeguard the work area in general, shall rest with the Contractor. The traffic control devices, warning devices and barriers shall be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Contractor shall immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.

Traffic control devices, warning devices, and barriers shall be kept in the correct position, properly directed, clearly visible and clean, at all times. Damaged, defaced or dirty devices or barriers shall immediately be replaced or cleaned by the Contractor.

The Contractor shall provide trained, Department-certified flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations where the Department deems applicable.

The Contractor shall conduct his/her operations in such a manner that no undue hazard will result due to the requirements of this section, and the language in the section shall in no way act as a waiver of any of the terms of the liability of the Contractor or his/her surety.

- N. A NESHAP notification (via email) of no less than 10 working days must be given to the Florida Department of Environmental Protection (FDEP) District Office prior to commencing any demolition of building or part of buildings. This notification shall be coordinated between the Contractor and the Property Management Administrator.
- O. The Contractor shall require that only authorized personnel shall be allowed on the job site.
- P. Contractor shall provide a notarized affidavit stating all motor vehicles he/she operates or causes to be operated are registered in compliance with Chapter 320, F.S.

- Q. The Contractor or their employees or Sub-Contractor shall immediately report any disorder, breakage or emergency to the Property Management Administrator that occurred while providing services to the Department.

The Contractor shall be responsible for any and all damages caused by its employees or Sub-Contractor. Examples of damages caused may include, but are not limited to:

- Sidewalks
- Drainage Structures
- Fencing
- Sod
- Light Poles
- Curb and Gutters
- Other Department owned property

4. DEPARTMENT RESPONSIBILITIES:

- A. On behalf of the Department, Heather Banas, Property Management Administrator, will be responsible for administering the terms of this Agreement. Ms. Banas can be contacted for questions regarding demolition or removal of materials, (850) 330-1317.
- B. The District Deputy Right of Way Manager (DDRWM) - Operations will authorize work on an as needed basis. The Letter of Authorization (LOA) will identify begin and end dates for each job. All work shall be done to the satisfaction of the Property Management Administrator.
- C. The Department agrees to compensate the Contractor for services performed under this Agreement in the following manner:
1. The Department will request services on an as needed basis by Letter of Authorization. The Department and the Contractor will agree on the services to be performed for each authorization, the work item and quantities required for performance of the services, the performance period and the compensation. The Contractor shall be compensated for each authorized assignment under this Agreement based on a total agreed upon amount established by the appropriate unit prices set forth in Exhibit "C." Payment shall be made upon acceptance of work, receipt and approval of invoices and applicable required documentation including the Contract Completion Report (Form 575-060-07).
 2. The total agreed upon amount for each work authorization shall be the total compensation to the Contractor and shall be deemed to cover all costs, including, but not limited to salaries, overhead, general and administrative expenses, incidental expenses, operating margin and subcontractor costs.

EXHIBIT AA

DETAILED SCOPE OF SERVICES DEMOLITION AND REMOVAL

1.0 RESIDENTIAL STRUCTURES:

- a. A building, including attached improvements, which primarily is used or could be used as a dwelling.
- b. Any structure with more than four separate dwelling units shall not be construed as a residential structure.
- c. The square footage of residential structure means the square footage of the portion of the structure, which is under roof. The square footage for each story shall be calculated.

The demolition, removal and disposal of residential structures shall include but not be limited to the following:

- a. Buildings and improvements
 - b. Foundations (priced under 4.1)
 - c. Attached decks (not under roof) -- (priced under 4.2)
 - d. Basements (fill material will be priced under 4.13)
 - e. Attached canopies (priced under 4.5)
 - f. Debris (excessive debris will be priced under 4.12)
 - g. Porches – if included in same roofline (same material) as house, include in total square footage (if not, it may be a canopy) (if no roof, included under deck, 4.2)
 - h. Chimneys
 - i. All personal property
 - j. Any aboveground and below-ground supports
-
- 1.1 One-story residential frame structures encompass structures that are predominantly constructed with wood and plaster materials. (Exterior is wood, hardy plank or stucco)
 - 1.2 Multi-story residential frame structures encompass structures that are predominantly constructed with wood and plaster materials. (Exterior is wood, hardy plank or stucco)
 - 1.3 One-story residential concrete block structures encompass structures that are predominantly constructed with concrete blocks.
 - 1.4 Multi-story residential concrete block structures encompass structures that are predominantly constructed with concrete blocks.
 - 1.5 One-story residential masonry structures encompass structures that are predominantly constructed with brick, stone, or other masonry materials.
 - 1.6 Multi-story residential masonry structures encompass structures that are predominantly constructed with brick, stone, or other masonry materials.
 - 1.7 The demolition, removal and disposal of mobile homes shall include but not be limited to the following:
 - a. The mobile homes
 - b. Tie downs
 - c. Piers
 - d. Attached canopies (priced under 4.5, not included in sf of mobile home)
 - e. Ramps (priced under 4.2)
 - f. Skirting
 - g. Porches (area to be included in total square footage)
 - h. Steps (included, unless excessive)
 - i. All personal property
 - j. Foundation, including any aboveground supports and below-ground supports
 - k. Debris (excessive debris will be priced under 4.12)

2.0 COMMERCIAL/INDUSTRIAL STRUCTURES

- a. A commercial/industrial structure is a building including attached improvements, which primarily is used or could be used as commercial/industrial office or warehouse space.

- b. Any structure with more than four separate dwelling units shall be construed as a commercial/industrial structure. The square footage of a commercial/industrial structure means the square footage of the portion of the structure, which is under roof and enclosed by walls. Square footage for each story shall be calculated.

Demolition and removal of commercial structures shall include but not be limited to the removal of all wiring, plumbing, conduit, fixtures, equipment, and personal property located within or associated with the structure and all utility disconnects. The demolition and removal shall include but not be limited to the removal of all slabs (unless authorization is given to remain), footers and piers as addressed under 4.1.

- 2.1 One-story commercial metal structures shall encompass structures that are predominantly constructed with metal materials.
- 2.2 Multi-story commercial metal structures shall encompass structures that are predominantly constructed with metal materials.
- 2.3 One-story commercial frame structures shall encompass structures that are predominantly constructed with wood and plaster materials.
- 2.4 Multi-story commercial frame structures shall encompass structures that are predominantly constructed with wood and plaster materials.
- 2.5 One-story commercial concrete block structures shall encompass structures that are predominantly constructed with concrete block materials.
- 2.6 Multi-story commercial concrete block structures shall encompass structures that are predominantly constructed with concrete block materials.
- 2.7 One-story commercial masonry structures shall encompass structures that are predominantly constructed with brick, stone or other materials.
- 2.8 Multi-story commercial masonry structures shall encompass structures that are predominantly constructed with brick, stone or other materials.

3.0 SIGNS, LIGHT AND UTILITY POLES

Demolition and removal of signs, light poles and utility poles shall include and not be limited to removal of all bases, aprons, footers (aboveground and underground), as well as any decorative walls or planters, and all other aboveground and below ground materials. Except in the case of large outdoor advertising structures that have separate facings, the charge will be calculated on the square footage of one side of the sign.

- 3.1 Wood signs/poles shall encompass those signs constructed of predominantly wood materials.
- 3.2 Metal signs/poles shall encompass those signs constructed of predominantly metal materials.
- 3.3 Monumental signs/poles shall encompass those signs constructed of predominantly concrete and masonry materials.
- 3.4 Monopoles shall encompass those billboards erected on a single steel pole.
- 3.5 Utility poles shall encompass poles such as flagpoles, security light poles, residential television and radio antenna poles and other similar type use poles.
- 3.6 Sign base only
- 3.7 Bollard

4.0 MISCELLANEOUS

4.1 SLABS / FOOTERS REMOVAL

The Contractor shall remove all slabs and footers as authorized. Slabs and footers include concrete structures that are part of: any buildings, independent of any sign posts that are underground, aboveground, or partially exposed. This includes, but is not limited to, patios, sign bases (no signs attached), concrete building floors, aprons, and isolated foundations.

- 4.1.1 Removal of slabs / footers less than or equal to 6" in depth per square foot.
- 4.1.2 Removal of slabs / footers greater than 6" in depth per square foot.
- 4.1.3 Asphalt shall be removed as authorized.
- 4.1.4 Slabs and foundations may need to be saw-cut as authorized.

4.2 WOOD DECKS/RAMPS

- 4.2.1** The contractor shall remove all wood decks, including those which are free-standing and not attached to a structure, that are not included in the demolition of a residential or commercial structure, as authorized. All parts of the deck shall be removed, including all aboveground and below ground structures.

NOTE: Plumbing or electrical fees necessary to accomplish the authorized work shall be considered under section 4.14.

- 4.2.2** Boat docks shall be removed, including piers/pilings based on the square-footage of the boat dock and any ramp(s) to the dock.

4.3 OUTBUILDINGS

- 4.3.1** All outbuildings shall be demolished and/or removed, as authorized. This includes but is not limited to metal utility buildings, doghouses, pump houses, workshops, and barns.

NOTE: All parts of the structures shall be removed, including all attachments and supporting structures, except that slabs and footers shall be removed (and priced) per section 4.1 when removal is authorized. Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under section 4.14.

4.4 ELECTRICAL

- 4.4.1** Electrical disconnect shall be performed by a licensed electrician (priced under 4.14.2). The electrical system shall be disconnected at the power source. If the entire service line is not removed, it shall be severed at the right of way line, a junction box installed on the adjacent owner's property, and all aboveground and/or subsurface wiring and conduit material shall be removed from the right of way.
- 4.4.2** The Contractor shall remove all exterior lighting, which is freestanding and independent of any structure, as authorized. This includes but is not limited to flood lights, security lights, and decorative lighting.

NOTE: Electrical fees necessary to accomplish the authorized work shall be considered under section 4.14. All work must be done according to local and state code.

4.5 CANOPIES

- 4.5.1** As authorized, the Contractor shall remove all freestanding or attached canopies, those structures with an overhead covering supported by a means other than walls. These include but are not limited to gas station island canopies, boat covers and detached carports. This could include an attached carport if the roofline is not the same as the main structure.

NOTE: Plumbing or electrical fees necessary to accomplish the authorized work shall be considered under section 4.14.

4.6 SWIMMING POOLS

Swimming pools shall be removed when authorized.

- 4.6.1** Removal of an aboveground pool includes the removal of the pool, contents, and attached accessories and equipment, such as slides, diving boards and pumps. Decking and screen enclosures shall be removed in accordance with sections 4.2 and 4.3 respectively.
- 4.6.2** Removal of an in-ground vinyl pool requires the removal of all pool, contents, including the pool itself and attached accessories and equipment, such as slides, diving boards and pumps. Patios, decking and screened enclosures shall be removed in accordance with sections 4.1, 4.2 and 4.3 respectively.

- 4.6.3** Removal of an in-ground concrete pool includes the removal of the pool, contents, and attached accessories and equipment, such as slides, diving boards and pumps. Decking, patios and screened enclosures shall be removed in accordance with sections 4.1, 4.2 and 4.3 respectively.
- 4.6.4** Pump-out, dispose of all water in pool. When authorized, Contractor shall pump-out pool only without demolishing pool.

NOTE: Plumbing or electrical fees necessary to accomplish the authorized work shall be considered under 4.14.

4.7 SEPTIC SYSTEMS, BACKFLOW PREVENTER, AND LIFT STATIONS

When authorized, Contractor shall remove septic systems, backflow preventers, and lift stations. Contents of septic tanks and lift stations must be removed prior to demolition. In the case of septic tanks and lift stations, licensed septic tank services must perform the work. Disposal must be accomplished in accordance with all applicable local, state and federal laws and regulations. Existing public sewer mains, manholes, etc. are to be left intact and undamaged.

All cavities must be filled and compacted to eliminate air pockets. Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under section 4.14.

4.8 FENCING – REMOVAL

When authorized, the Contractor shall remove all fencing, including any in-ground or aboveground supports and all other materials associated with the fencing. If required, the Contractor shall re-establish a corner/end post when cutting fence at the right of way line.

4.9 WELLS

All wells to be cut and capped or abandoned must be done in accordance with Department of Environmental Protection Rule **62-532.500 Water Well Construction Standards**. Permit(s) from the local government and/or the appropriate water management district must be secured prior to start of work. Copies of the permit(s) must accompany the invoice before payment can be approved.

NOTE: Plumbing or electrical fees necessary to accomplish the authorized work shall be considered under section 4.14.

4.10 IRRIGATION SYSTEMS

Removal of irrigation systems may include those used for either commercial or residential purposes and may be located aboveground or below ground. As authorized, they may be completely removed or cut and capped at the right of way line leaving service to the remainder.

NOTE: Plumbing or electrical fees necessary to accomplish the authorized work shall be considered under section 4.14.

4.11 HYDRAULIC LIFTS & GREASE TRAPS

The Contractor shall remove all hydraulic lifts, including expansion tanks when authorized. All hydraulic fluid must be removed from the system including fluid in the holding tank, lines and lift reservoirs prior to the removal. Contents of grease traps must also be removed prior to demolition. All fluid must be disposed of according to state and local laws. Waste receipts must accompany the invoice to document proper disposal. Any plumbing or electrical fees necessary to accomplish the authorized work shall be considered under section 4.14.

4.12 DEBRIS REMOVAL

When authorized, the Contractor shall remove any miscellaneous materials that may be detached from but are currently present on the property. This includes but is not limited to rubbish, vegetation, masonry, wood, and metal. This does not include hazardous materials. Tires are considered in section 4.15.

4.13 FILL MATERIAL

Contractor shall fill all holes and cavities with clean compactable fill sand in accordance with paragraph 3-H, Exhibit A.

4.14 HOURLY RATES

On an as-needed basis, the Property Management Administrator may determine that the Contractor shall provide the services of a laborer, an electrician or a plumber to accomplish authorized tasks. These services must be authorized in advance.

For projects that are designated federally funded jobs, employees must be paid wages that meet or exceed Davis Bacon wage rates. Department personnel may conduct on-site employee interviews at work sites. Copies of certified payrolls must be submitted before invoices can be paid. The current wage rates list is available on the Internet at: <http://www.dot.state.fl.us/Construction/wage.shtm>.

4.15 TIRE REMOVAL

When authorized, the Contractor shall remove and dispose of any tires that are present on the property.

4.16 WET DEMOLITION

Some structures to be demolished under this contract will have asbestos containing materials (ACM). The Property Management Administrator will identify the location and type of ACM. These structures must be demolished using the wet demolition method.

Barrier tape must be placed in the area where the wet demolition is taking place.

The Contractor shall be responsible for providing an adequate water supply for all wet demolitions.

The Contractor shall pre-wet and soak the ACM prior to commencing demolition and keep the ACM adequately wet at all times during the demolition. The resulting waste must also be kept adequately wet during handling and transport to a disposal site. "Adequately wet" means sufficiently wetted to prevent any visible emissions, such as dust, from the structure during and after the demolition.

Debris resulting from a wet demolition does not have to be sealed in leak-tight containers or wrapped but may be transported and disposed of in bulk as construction debris. The Contractor shall be responsible for appropriate disposal of all debris.

4.17 BUILDING CUT OFFS

This item includes the cost of cutting as well as the demolition and removal of that part of the improvement in the acquisition area (or as authorized). Some structures under this contract will require partial removal. The Contractor will be responsible for supporting the building remainder in a safe, secure, and workmanship-like manner according to current Florida Building Code.

NOTE: The opening caused by the cut off must be secured with plywood or a like material accepted by the Property Management Administrator. It is the Contractor's responsibility to provide the necessary documents and to obtain permits from the appropriate agencies. Securing of this opening shall be considered under section 4.22. Concrete slabs are addressed under 4.1.

4.18 FENCE INSTALLATION

To discourage illegal access or dumping on Department property, the Contractor may be authorized to install chain link security fencing or field fencing with gates in some locations.

4.19 EROSION CONTROL

4.19.1 Price per bale of hay to include placement and double stacked.

4.19.2 Silt fence to be used to retain sediment in place where soil is being disturbed.

4.20 CLEARING AND GRUBBING

Work should include completely removing and disposing of all timber, brush, stumps, roots, rubbish, debris, and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed and for which other items of the Contract do not specify the removal thereof. No burning of these items shall be done on state right of way.

4.21 LAWN AND LANDSCAPING

Cut or trim ground cover to a height not to exceed three (3) inches. Trim, lawn mow saw-cut and/or remove any necessary vegetation, tree limbs and trees from right-of-way sites acquired by the Department. The material is to be disposed of in a manner approved by the applicable county's landfill operator.

4.22 SECURING OF BUILDINGS

When authorized, the Contractor shall secure building openings to prevent entry of unauthorized personnel. Contractor shall use plywood or like material to cover openings.

- 4.22.1** 1/2 inch Plywood, 4x8 sheet
- 4.22.2** 5/8 inch Plywood, 4x8 sheet
- 4.22.3** 3/4 inch Plywood, 4x8 sheet
- 4.22.4** Nails
- 4.22.5** Screws

NOTE: Labor hours necessary to accomplish the authorized work shall be considered under section 4.14.

4.23 VEHICLE REMOVAL

When authorized, the Contractor shall remove and dispose of any vehicles that are present on the property.

4.24 EQUIPMENT RENTAL

When authorized, the Contractor may rent equipment that is unique and required to complete the authorized task.

- 4.24.1** Crane
- 4.24.2** Manlift

4.25 PERMITS

Permits will be compensated at actual value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: DOT-ITB-20-3015-KW
DMS Catalog Class No.: 72141510

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
Director of Transportation Development

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 36 months, 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 May 1, 2020 and shall be completed by April 30, 2023 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 \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000.00 each occurrence, for the services to be rendered in accordance with this Agreement

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

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

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

No Bond is required.

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

- E **CERTIFICATION.**

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

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

5. COMPLIANCE WITH LAWS

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

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

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

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

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

Florida Department of Transportation

District 3 - Office of General Counsel

1074 Highway 90 East

Chipley, FL 32428

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish,

copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
 - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- 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:
Exhibit "A" Scope of Services
Exhibit "AA" Detailed Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Bid Sheet
- M Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

Contractual Services Administrator

EXHIBIT B
METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

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

3.0 COMPENSATION:

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

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

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in Exhibit A, shall prepare an estimate of work and price based on the rates established in Exhibit C, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Property Management Administrator, a LOA shall be issued by the DDRWM – Operations. The Property Management Administrator shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the LOA. All work authorizations shall be completed within the term of this Agreement.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices in a format acceptable to the Department. For the satisfactory performance of the services detailed in each LOA, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made for the services provided, at the unit billing rates specified in Exhibit C, as approved by the Department. The contract billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

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

Invoices shall be submitted to: Florida Department of Transportation
Right of Way
Attn: Heather Banas
1074 Highway 90
Chipley, Florida 32428

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

invoice to verify the MBE utilization.

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

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

6.0 DETAILS OF UNIT RATES:

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

7.0 TANGIBLE PERSONAL PROPERTY:

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

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

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

Check off each the following:

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

Bid No.: _____

Title: _____

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