

**State of Florida  
Department of Transportation**



INVITATION TO BID  
**Replacement of 19 Tower Obstruction Lighting Systems  
with LED Lights**

**DOT-ITB-19-9092-SJ**

**Sealed Bids Due Date & Time:**

**Friday, May 31, 2019 @ 3:00 PM EST**

**CONTACT FOR QUESTIONS:**

Sherill Johnson, Procurement Agent  
605 Suwannee Street, Mail Station 20  
Tallahassee, Florida 32399-0450  
[sherill.johnson@dot.state.fl.us](mailto:sherill.johnson@dot.state.fl.us)  
Phone: (850) 414-43281

**BID SHEET (Page 1 of 4)**BID NUMBER: ITB-DOT- DOT-ITB-19-9092-SJFOB: StatewideBID TITLE: Replacement of 19 Tower Obstruction Lighting Systems with LED Lights**Services to be provided as specified in attached Exhibit "A", Scope of Services and Contract Plans.**

**Milestone 1:** Milton: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Milton, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 2:** Mossy Head: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Mossy Head, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 3:** Monticello: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Monticello, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 4:** Sanderson: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Sanderson, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 5:** Baldwin: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Baldwin, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 6:** Jacksonville FHP: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Jacksonville FHP, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**PAGE 1 TOTAL (Milestones 1-6) \$ \_\_\_\_\_**

**BID SHEET (Page 2 of 4)**BID NUMBER: ITB-DOT- DOT-ITB-19-9092-SJFOB: StatewideBID TITLE: Replacement of 19 Tower Obstruction Lighting Systems with LED Lights**Services to be provided as specified in attached Exhibit "A", Scope of Services and Contract Plans.**

**Milestone 7:** Yulee: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Yulee, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 8:** Port Orange: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Port Orange, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 9:** Deland: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Deland, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 10:** Wildwood: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Wildwood, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 11:** CR 318: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at CR 318, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 12:** US 41: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at US 41, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**PAGE 2 TOTAL (Milestones 7-12) \$ \_\_\_\_\_**

**BID SHEET (Page 3 of 4)**BID NUMBER: ITB-DOT- DOT-ITB-19-9092-SJFOB: StatewideBID TITLE: Replacement of 19 Tower Obstruction Lighting Systems with LED Lights**Services to be provided as specified in attached Exhibit "A", Scope of Services and Contract Plans.**

**Milestone 13:** Jessamine: Furnish, installation, and successful completion of the 20-day period of the new tower lights at Jessamine, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 14:** Temple Terrace: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Temple Terrace, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 15:** Ruskin: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Ruskin, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 16:** Estero: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Estero, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 17:** Miles City: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Miles City, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 18:** Collier County Rest Area: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Collier County Rest Area, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**PAGE 3 TOTAL (Milestones 13-18) \$ \_\_\_\_\_**

**BID SHEET (Page 4 of 4)**

BID NUMBER: ITB-DOT- DOT-ITB-19-9092-SJ FOB: Statewide

BID TITLE: Replacement of 19 Tower Obstruction Lighting Systems with LED Lights

**Services to be provided as specified in attached Exhibit "A", Scope of Services and Contract Plans.**

**Milestone 19:** Greenville: Furnish, installation, and successful completion of the 20-day performance period of the new tower lights at Greenville, and receipt of all as-built documentation (photographs, drawings, and ITSFM form).

Price = \$ \_\_\_\_\_

**Milestone 20:** Spare Parts: Delivery and receipt of all spare parts to the FDOT Maintenance Contractor's warehouse.

Price = \$ \_\_\_\_\_

**PAGE 4 TOTAL (Milestones 19-20)** \$ \_\_\_\_\_

**PROJECT GRAND TOTAL (Milestones 1-20) =** \$ \_\_\_\_\_

RENEWAL: see Special Condition 31).

THE UNIT RATE(S) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

**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-19-9092-SJ

### MINIMUM QUALIFICATIONS STATEMENT

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

Provide a written statement detailing your qualifications:

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### WORK REFERENCES

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

BUSINESS NAME                      ADDRESS                                      CONTACT PERSON                      PHONE NO.

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  
**IN-STATE PREFERENCE FORM**  
**For Invitation-to-Bid Commodity**

375-040-56  
PROCUREMENT  
OGC – 08/18

Bid Number: \_\_\_\_\_

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

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state of Florida and that state where the vendor's principal place of business is located does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

**Note: The Vendor is MUST complete and submit this form with its bid. Failure to submit will result in the vendor being found non-responsive.**

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

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

The Vendor (does ) (does not ) have a principal place of business located in the state of Florida.

If so, please provide an address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Pursuant to Section 287.084(2) A vendor whose principal place of business is outside the state of Florida **must accompany any written bid** documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business is in that foreign state in the letting of any or all public contracts. **Failure to submit the written opinion will result in the vendor being found non-responsive.**

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

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MBE PLANNED UTILIZATION**

375-040-24  
PROCUREMENT  
03/17

PROCUREMENT NO. \_\_\_\_\_ FINANCIAL PROJECT NO. \_\_\_\_\_  
(DEPARTMENT USE ONLY)

DESCRIPTION: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (title)

of \_\_\_\_\_

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

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

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: \_\_\_\_\_

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

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

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 the Replacement of 19 Tower Obstruction Lighting Systems with LED Lights. It is anticipated that the term of the contract will begin on or about the date the purchase order is issued and be effective for twelve (12) months thereafter.

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

### 2) TIMELINE

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

<b><u>ACTION / LOCATION</u></b>	<b><u>DATE</u></b>	<b><u>LOCAL TIME</u></b>
<b>SITE VISIT</b> Temple Terrace Northwest quadrant of I-75 and CR-581 (Bruce B Downs Blvd)	<b>05-16-2019</b>	<b>10:00 AM</b>
<b>DEADLINE FOR TECHNICAL QUESTIONS -</b> There is no deadline for administrative questions.	<b>05-21-2019</b>	<b>05:00 PM</b>
<b>BIDS DUE (ON OR BEFORE) -</b> Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414.4381	<b>05-31-2019</b>	<b>03:00 PM</b>
<b>PUBLIC OPENING -</b> Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Conference Room 479 Tallahassee, Florida 32399-0450	<b>05-31-2019</b>	<b>03:00 PM</b>
<b>POSTING OF INTENDED DECISION/AWARD -</b>		<b>06-05-2019</b>

### 3) BID OPENING AGENDA

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

Opening remarks – Approximate time of 2 minutes by Department Procurement Office personnel.  
Public input period – To allow a maximum of 15 minutes total for public input related to the bid solicitation.

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

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

#### 4) **SPECIAL ACCOMMODATIONS**

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

## **SPECIAL CONDITIONS**

#### 1) **MyFloridaMarketPlace**

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

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

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

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

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

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

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

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:  
**FDOT Procurement Office**  
**Attn: Sherill Johnson**  
**605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450**  
 Or [sherill.johnson@dot.state.fl.us](mailto:sherill.johnson@dot.state.fl.us)

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

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

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

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

**5) DIVERSITY ACHIEVEMENT: MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

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

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

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

**6) SCOPE OF SERVICES**

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

**7) INTENDED AWARD**

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and / or on a

statewide basis with one or more suppliers, to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statute. 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) **SITE VISIT**

Each bidder must fully acquaint themselves with the conditions which may in any manner affect the work to be done or the equipment, materials and labor required to perform the services required under the conditions of this bid. This may require an on-site visit. Ignorance of the conditions or requirements will not relieve the Vendor from their liability and obligation under the contract. The Site Visit will be held at the date, time and location in the Timeline.

## 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 five (5) 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 12 months 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**

No general liability insurance is required.

**12) PERFORMANCE BOND**

A Performance Bond is not required for this project.

**13) METHOD OF COMPENSATION**

For the satisfactory performance of these services the Vendor shall be paid up to a Maximum Amount of TBD. The Vendor shall submit an invoice upon completion of each milestone, in a format acceptable to the Department. Payment shall be made at the unit rates specified on the Purchase Order, as approved by the Department.

**FINANCIAL CONSEQUENCES:** Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may 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.

**14) CONTRACT DOCUMENT: PURCHASE ORDER**

The MyFloridaMarketPlace “Purchase Order Terms and Conditions” and the Department’s “Purchase Order Terms & Conditions” are referenced or attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of each Purchase Order issued for 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) "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.

**24) COPYRIGHTED MATERIAL**

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

**25) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL**

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DOT-ITB- 19-9092-SJ-Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

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

**Florida Department of Transportation  
Central Procurement Office  
Attn: Sherill Johnson, Procurement Office  
605 Suwannee Street, Mail Station 20  
Tallahassee, Florida 32399-0450  
Phone: (850) 414.4381**

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

**27) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

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

**28) POSTING OF INTENDED DECISION/AWARD****28.1 - General:**

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

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida

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

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

### **28.2 - Inability to Post:**

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

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

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

## **29) AWARD OF THE CONTRACT**

Services will be authorized to begin when the Vendor receives a Purchase Order issued by the Department and a written Notice to Proceed issued by the Project Manager.

## **30) RENEWAL**

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

## **31) ATTACHED FORMS**

Bid Sheet  
 Minimum Qualifications Statement  
 Drug-Free Workplace Program Certification (Form 375-040-18)  
 Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)  
 MBE Planned Utilization (Form 375-040-24)

## **32) TERMS AND CONDITIONS**

### **32.1 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.

### **32.2 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

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

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

[http://www.dms.myflorida.com/content/download/117735/646919/Purchase\\_Order\\_Terms\\_Sept\\_1,\\_2015\\_.pdf](http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf)  
Section 8(B), PRIDE, is not applicable when using federal funds.

### **33) 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

MFMP Purchase Order Terms and Conditions

### **34) ALTERNATES**

Alternate brands will be considered for this bid. The "Department" reserves the right to require each bidder to demonstrate to the satisfaction of the "Department" that the items/materials will perform in a completely acceptable manner. In the event the "Department" judges that the demonstrated performance is unsatisfactory, the "Department" may reject the bid. The bidder must be prepared to demonstrate the materials within fourteen (14) days after the bid opening date. Demonstration time and place is subject to agreement of the "Department" and the bidder.

Bidders submitting a bid that is based on an alternate brand of equipment must submit, with their bid, complete specifications and descriptive technical literature for the equipment proposed.

### **35) REPLACEMENT/RESTOCKING**

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.

**36) PRODUCT REQUIREMENTS/SPECIFICATIONS**

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

**37) IN-STATE PREFERENCE**

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida, as determined by the vendor's registration with the Florida Department of State Division of Corporations (SunBiz), unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this Invitation to Bid (ITB).

**All bidders MUST** complete the attached "In-State Preference Form" and **submit with their bid response**. All vendors whose principal place of business is outside of Florida, as determined by the vendor's registration (principal address on file) with the Florida Department of State Division of Corporations (SunBiz), **must accompany any written bid, proposal, or reply documents** with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. **Failure to submit the "In-State Preference Form AND written opinion will result in the vendor being found non-responsive.**

For the 5% preference, the Department will apply 5% to the bid price(s) of the lowest out of state vendor whose state does not grant a preference if that vendor has submitted the lowest responsible and responsive bid. The "In-State Preference" does not apply to transportation projects that use federal funds

# **EXHIBIT A**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

**TECHNICAL SPECIFICATION**

**FOR**

**LED Tower Obstruction Lighting System Upgrade**

April 1, 2019

**FLORIDA DEPARTMENT OF TRANSPORTATION  
LED TOWER OBSTRUCTION LIGHTING SYSTEM UPGRADE**

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LED TOWER OBSTRUCTION LIGHTING SYSTEM UPGRADE**

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**1. PROJECT SCOPE**

**1.1 General**

This document provides technical specifications and delineates the requirements for replacing the existing tower obstruction lighting systems at 19 Florida Department of Transportation (FDOT) Statewide ITS Communications Network (SICN) sites. This project includes the installation of a new -48VDC Light-Emitting Diode (LED) tower lighting system. The tower lighting system, mounting, and grounding hardware shall be furnished and installed in accordance with these specifications and plans. The following is a general description of the work to be performed under this technical specification.

This document also provides specifications and requirements for the removal and disposal of specified appurtenances (e.g. antennas, transmission lines, mounting hardware, etc.) from the tower structure.

The main elements of this project include, but are not limited to:

- Replace existing tower lighting system with a Technostrobe -48VDC LED SNMP tower lighting system. The tower lighting system includes a new tower lighting controller, surge protective device (SPD), photocell, conduit, and side markers depending on the tower configuration. The work described in this scope includes the necessary wiring of this system to the -48 VDC system.
- Remove existing antennas, transmission lines, and mounting and grounding hardware that are no longer in use, and properly dispose of them.
- Inspect all installation work.
- Dispose of all other material and debris.
- Final acceptance inspection.
- Entire job shall be in accordance with the plans and specifications contained in the site specific appendices.

**1.2 Conduct of Work**

The Successful Proposer (hereafter "Vendor") shall arrange with the FDOT for access to the site and work areas. The Vendor shall provide security for his/her equipment as required by the FDOT, and shall conduct operations so as to avoid interference with the FDOT's normal operations.

Work to be performed outside of these specifications shall be referred to as "By others", or if by the State of Florida's designated representative then "By FDOT". The Vendor shall

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be responsible for coordinating work with "others" or FDOT wherever an interface is required.

**1.3 Drawings and Project Plans**

The drawings and project plans are typically diagrammatic. They are as accurate as scale permits and the Vendor shall follow them as closely as possible. Any field conditions that change the required installation shall be reported to the FDOT. The Vendor shall verify all conditions and measurements relating to the work in the field prior to proceeding with installation. The Vendor shall verify all walls, cable trays, and conduit lengths at the existing facilities and include all conditions required to install equipment and systems as described herein and as shown on the drawings. All offsets required for installation of cabling and wiring systems shall be included in this project at no additional cost to the FDOT. The Vendor shall coordinate any modifications required by existing conditions to avoid conflicts of building systems and other building components.

The drawings, project plans, and specifications are complementary, and any work required by one and not the other shall be considered to be required by both. The FDOT Project Manager shall be the sole interpreter of the drawings and specifications.

The Vendor shall note that all drawings and details are diagrammatic in general and indicate the character of the work included. Work intended, but having minor details obviously omitted or not shown, shall be furnished and installed complete to perform the functions desired.

**1.4 Definitions**

Department:	The Purchaser (or Owner) State of Florida Florida Department of Transportation (FDOT) Contact Person is the FDOT Project Manager (see below) in Tallahassee, Florida
Vendor:	The individual, firm, partnership, corporation, company, association, or other legal entity to whom the contract is awarded by the FDOT and who is subject to the terms thereof.
Vendor Project Manager	The Vendor's project contact person who has the project responsibility.

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FDOT Project Manager: Randy Pierce  
FDOT Traffic Engineering and Operations – TSM&O  
Section  
605 Suwannee Street, MS 90  
Tallahassee, Florida 32399-0450  
V: (850) 410-5608  
Randy.Pierce@dot.state.fl.us

Project Consultant: Danielle Morales, P.E.  
Atkins North America  
605 Suwannee Street, MS 90  
Tallahassee, Florida 32399-0450  
V: (850) 410-5617  
Danielle.Morales@dot.state.fl.us

**1.5 Vendor’s Responsibility**

The Vendor is solely responsible for all equipment, materials, and services proposed. Notwithstanding the details presented in these specifications, the Vendor is responsible for verifying the completeness of the materials required and suitability of devices to meet these specifications. The Vendor shall provide and install, without claim, any additional equipment required for operation in accordance with these specifications.

**1.6 Changes in Work**

FDOT may at any time, by written amendment to the contract, make changes within the general scope of the work, including, but not limited to, revisions, deletions or additions to portions of the work; or changes in the method of shipment or packaging and place of delivery, upon appropriate approvals as allowed by FDOT’s procurement code.

If any change order initiated by the FDOT causes an increase or decrease in the cost or time required for the performance of any part of the work under the contract, an equitable adjustment shall be made by the FDOT in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Adjustments to contract price for labor shall be based on the actual direct labor and burden reasonably incurred in the additional or unforeseen work, plus a mark-up not to exceed 10 percent. Adjustments to contract price for actual equipment and supplies shall be based on the actual cost of equipment and supplies incorporated into the work, including Vendor paid transportation charges, reasonably incurred in the additional or unforeseen work, plus a mark-up not to exceed 10 percent.

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**1.7 No Waiver of Contract**

Changes made by the FDOT shall not be considered to waive any of the provisions of the contract, nor may the Vendor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the FDOT and in accordance with the contract documents.

**1.8 Site Access and Security Requirements**

The FDOT system addressed in this contract supports public safety applications such as Intelligent Transportation Systems (ITS), Highway Maintenance, and the Statewide Law Enforcement Radio System (SLERS). To ensure security for the system, FDOT requires that Vendor or Sub-Vendor employees submit to security background checks performed by the Florida Department of Law Enforcement after award of contract. A minimum of one Vendor or Sub-Vendor employee that possesses this clearance must be on site at all times.

**1.9 Right to Remove Personnel from Project**

The FDOT has the right to remove any Vendor or Sub-Vendor personnel from the project for any reason. The FDOT shall send a written notification to the Vendor, via email, that a particular person shall be removed from the project. The Vendor shall remove the particular person from the project within 24 hours of transmission of the written notice.

**1.10 Warranty**

All equipment and services furnished by the Vendor as part of this project shall be warranted to be free from defects in material and workmanship, and shall conform to this specification. In the event any such defects in equipment or services become evident within the warranty period, the Vendor shall correct the defect by, at its option, (1) repairing any defective component of the equipment; (2) furnishing and installing necessary replacement parts; or (3) redoing the faulty services. The Vendor is responsible for all charges incurred in returning defective parts to the Vendor's, Sub-Vendor's, or suppliers' plants, and in shipping repaired or replacement parts to FDOT. The Vendor shall provide labor to perform warranty services at no charge to FDOT during the warranty period.

The Vendor further warrants that during the warranty period equipment furnished under this contract shall operate under normal use and services as a complete system, which shall perform in accordance with this specification.

**FLORIDA DEPARTMENT OF TRANSPORTATION**  
**LED TOWER OBSTRUCTION LIGHTING SYSTEM UPGRADE**

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The warranty period shall be a period of at least 12 months from the date of final systems acceptance as defined herein. Claims under any of the warranties herein are valid if made within 30 days after termination of the warranty period. In addition, the following specific requirements apply to the Vendor's warranty:

- All equipment furnished by the Vendor hereunder shall be new and of current manufacture.
- FDOT shall notify the Vendor within a reasonable time after the discovery of any failure or defect occurring within the warranty period.

Should the Vendor fail to remedy any failure or defect within 30 consecutive days after receipt of notice thereof, or within time specified in the notice, FDOT shall have the right to replace, repair, or otherwise remedy such failure or defect at the Vendor's expense.

The Vendor shall obtain any warranties which Sub-Vendors or suppliers to the Vendor give in the regular course of commercial practice, and shall apply the same to the benefit of the FDOT.

The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

**1.11 Material and Workmanship**

All equipment and component parts furnished shall be new, meet or exceed the minimum requirements stated herein, and perform to manufacturer's specifications.

All parts shall be of high quality workmanship and utilize the most current technology available. No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. At the time of delivery and installation, the most current revision model of each type of equipment meeting or exceeding the requirements of this contract shall be provided, regardless of the model offered in the proposal.

**1.12 Kick-Off Conference**

A kick-off conference and organizational meeting shall be held in Tallahassee, FL. Required attendees shall be notified as to the date and time of the meeting. Minutes of the meeting shall be prepared and distributed by the FDOT Project Manager.

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**1.13 Progress Reporting**

The Vendor shall provide weekly progress reports on work schedules. The Vendor shall also provide progress reports against the approved weekly work schedule.

**1.14 Submittals**

**1.14.1 General**

This section specifies administrative and procedural requirements for submittals required for performance of the Work, including but not limited to:

- Vendor's installation schedule.
- Product data.
- Special reports.

All submittals shall be delivered to the FDOT project manager via email.

**1.14.2 Coordination**

The Vendor shall coordinate the preparation and processing of submittals with performance of installation activities. The Vendor shall transmit each submittal sufficiently in advance of performance of related installation activities to avoid delay.

The Vendor shall coordinate each submittal with purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

The Vendor shall coordinate transmittal of different types of submittals for related elements of the Work so processing shall not be delayed by the need to review submittals concurrently for coordination.

FDOT reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

**1.14.3 Processing**

The Vendor shall allow sufficient review time so that installation shall not be delayed as a result of the time required to process submittals, including time for resubmittals.

The Vendor shall allow 10 business days for initial review. The Vendor shall allow additional time if processing shall be delayed to permit coordination with subsequent submittals. FDOT shall promptly advise the Vendor when a submittal being processed shall be delayed for coordination.

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If an intermediate submittal is necessary, the Vendor shall process the submittal the same as the initial submittal.

The Vendor shall allow 10 business days for reprocessing each submittal.

No extension of contract time shall be authorized because of failure to transmit submittals to FDOT sufficiently in advance of the work to permit processing.

#### **1.14.4 Vendor's Installation Schedule**

##### **1.14.4.1 General**

The Vendor shall prepare a fully developed installation schedule. The Vendor shall submit its initial schedule within 10 days of receipt of Notice to Proceed.

The Vendor shall secure time commitments for performing critical elements of the work from all parties involved. The Vendor shall coordinate each element on the schedule with other installation activities; including minor elements involved in the sequence of the work. The Vendor shall show each activity in proper sequence.

The Vendor's installation schedule must show details for each site in the order to be installed. **The Vendor must complete the installation of the tower obstruction lights at Greenville and CR 318 before work at the remainder of the sites can begin.**

The Vendor shall coordinate the installation schedule with Sub-Vendors, submittal schedule, payment requests and other schedules.

##### **1.14.4.2 Schedule Distribution**

The Vendor shall print and distribute copies to FDOT, Sub-Vendors, and other parties required to comply with scheduled dates.

When revisions are made, the Vendor shall distribute the updated schedule to the same parties. The Vendor shall remove parties from distribution when they have completed their assigned portion of the work and are no longer involved in installation activities.

##### **1.14.4.3 Schedule Updating**

The Vendor shall revise the schedule after each meeting or activity, where revisions have been recognized or made. The Vendor shall issue the updated schedule concurrently with the report of each meeting. The Vendor shall submit Notification of Work forms weekly, and as needed.



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**1.14.5 Product Data**

The Vendor shall collect product data into a single submittal for each element of installation or the system. The product data shall include printed information such as manufacturer's installation instructions and performance specifications.

The Vendor shall mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, the Vendor shall mark copies to indicate the applicable information. The Vendor shall include the Vendor's certification that the product complies with contract document requirements.

The Vendor shall submit one copy, via email, of each required submittal. A copy shall be returned to the Vendor marked with action taken and corrections or modifications required.

The Vendor shall furnish copies of the final submittal to installers, Sub-Vendors, suppliers, manufacturers, and others required for performance of installation activities. The Vendor shall show the distribution on transmittal forms.

**1.14.6 Submittal Actions**

Except for submittals for record, information or similar purposes, where action and return is not required or requested, FDOT shall review each submittal and return comments to the Vendor.

The Vendor shall comply with FDOT's review comments.

**1.14.7 Special Reports**

Except when otherwise indicated, the Vendor shall submit special reports directly to FDOT within one day of occurrence requiring special report, with copies to others affected by the occurrence.

The Vendor shall prepare and submit reports of significant accidents at the site and anywhere else work is in progress to FDOT. The Vendor shall record and document data and actions, and shall comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

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**1.15 Project Closeout**

**1.15.1 Final Acceptance**

Final Acceptance is defined as the point at which all work is completed, all closeout forms are completed and submitted, and equipment spares, and manuals have been provided.

- A. Before requesting inspection for Certification of Final Acceptance, the Vendor shall complete the following: Submit as-built documentation, maintenance manuals, final project photographs, ITS Facility Management System Attribute Forms, and similar final record information.
- B. Deliver spare parts and similar items.
- C. Complete final clean up requirements.
- D. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
- E. Submit an updated final statement, accounting for final additional changes to the contract sum.
- F. Submit a copy of FDOT's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance. List any and all exceptions on this list.
- G. Submit all required inspection certificates, bonds, equipment warranties, and written guarantees.
- H. Return all FDOT provided keys for access to the site. Include affidavit that duplications of keys have not occurred.

FDOT shall re-inspect the work upon receipt of notice that all the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to FDOT. Upon completion of re-inspection, FDOT shall prepare a Certificate of Final Acceptance, or advise the Vendor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance. If necessary, re-inspection shall be repeated.

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**1.15.2 Closeout Checklist**

All items listed below, with the exception of the last item listed, shall be bound in individual heavy-duty 3-ring vinyl covered binders. The Vendor shall mark appropriate identification on front and spine of each binder.

All items shall be submitted in triplicate within fifteen days of Substantial Completion for the project:

- Application and Certification for Payment (Final). Four copies with original signatures and seals.
- Warrantees as required by the specifications, in the name of FDOT.
- Verification that FDOT's personnel have been trained in the use of their new equipment. Submit a sign-in sheet signed by personnel receiving the training.
- As-built documentation and maintenance and operation manuals.
- Equipment Inventory List including manufacturer and serial numbers.
- Completed ITS Facility Management System Attribute Forms
- Notarized affidavit of all Sub-Vendor payrolls, bills for materials/equipment and other indebtedness paid and satisfied.
- Final invoice

In addition, the Vendor shall compile site specific as-built documentation, installation manuals, and user guides in a 3-ring binder to be left at each site.

**2. WORK SITES**

The Vendor is encouraged to visit and inspect each site prior to submitting a quote. The Vendor shall submit a quote for equipment and facilities work required as delineated in this specification and its appendices.

The site locations and descriptions are detailed in the table below.

Site Name	Coordinates	Location

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Milton	30° 35' 59.7" N, 87° 04' 20.5" W	Located near the southeast quadrant of US 90 and SR 281 Avalon Boulevard, off Spikes Way.
Mossy Head	30° 43' 59.1" N, 86° 21' 05.7" W	Located in the northwest quadrant of the Interstate 10 and SR 285 interchange (exit 70), to the immediate south of the westbound onramp.
Monticello	30° 31' 46.1" N, 83° 52' 07.9" W	Located just to the east of northbound US 19, along Martin Road, at the Jefferson County Fire and Rescue facility.
Sanderson	30° 14' 16.4" N, 82° 18' 14.2" W	Located in the southeast quadrant of the Interstate 10 and US 90 interchange (exit 324), within the cloverleaf ramp.
Baldwin	30° 18' 26.9" N, 81° 58' 19.0" W	Located along southbound US 301 just north of Baldwin city center. The tower is between the Franklin and Martin cross-streets.
Jacksonville FHP	30° 17' 49.6" N, 81° 46' 11.0" W	Located in the southeast quadrant of the Interstate 295 and SR 228 interchange (exit 19), adjacent to the FHP facility.
Yulee	30° 37' 12.8" N, 81° 38' 58.6" W	Located in the northeast quadrant of the Interstate 95 and SR 200 interchange (exit 373), to the immediate west of the northbound onramp.

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Port Orange	29° 05' 05.7" N 81° 00' 59.2" W,	Located along northbound Interstate 95, near milepost 294 at rest area facility currently under construction. Tower can be accessed from the east via Martin Dairy Road.
Deland	29° 01' 00.5" N, 81° 18' 09.3" W	Located at the Florida DOT facility near downtown Deland, along northbound Woodland Boulevard.
Wildwood	28° 52' 26.0" N, 82° 05' 30.7" W	Located in the northeast quadrant of the Interstate 75 and SR 44 interchange (exit 329), to the immediate west of the northbound onramp.
CR 318	29° 24' 23.5" N, 82° 14' 47.6" W	Located in the southeast quadrant of the Interstate 75 and SR 285 interchange (exit 368), along the northbound offramp.
US 41	29° 59' 58.5" N, 82° 35' 53.7" W	Located in the southwest quadrant of the Interstate 75 and US 41 interchange (exit 414), to the immediate north of the southbound offramp.
Jessamine	28° 25' 13.0" N, 82° 17' 15.7" W	Located in the northeast quadrant of the Interstate 75 and Blanton Road interchange (exit 293), within the northbound offramp loop.

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Temple Terrace	28° 07' 22.6" N, 82° 22' 31.1" W	Located in the northwest quadrant of the Interstate 75 and Blanton Road (CR 581) interchange (exit 270). Based on recent street view imagery, tower can be accessed from Blanton Road.
Ruskin	27° 42' 50.6" N, 82° 22' 57.4" W	Located in the northeast quadrant of the Interstate 75 and SR 674 interchange (exit 240), to the west of the northbound onramp.
Estero	26° 25' 56.7" N, 81° 46' 35.1" W	Located in the southeast quadrant of the Interstate 75 and Corkscrew Road (CR 850) interchange (exit 123), just to the east of the northbound offramp.
Miles City	26° 09' 42.1" N, 81° 20' 56.8" W	Located along southbound SR 29, about a half-mile north of Alligator Alley.
Collier County Rest Area	26° 10' 02.5" N, 81° 04' 39.7" W	Located at the Collier County Rest Area along Alligator Alley, near milepost 63.
Greenville	30° 26' 08.2" N, 83° 38' 20.8" W	Located 0.75 miles West of exit 241 on Interstate 10 westbound.

**3. INSTALLATION**

Installation of all tower and facilities equipment shall meet or exceed the design requirements of this Scope of Services and standards of good engineering practice. Any damage to the existing facilities shall be repaired by the Vendor at no additional cost to FDOT. The relative arrangement of operating equipment shall be consistent with the existing site installation and with good engineering practices.

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Along with the guidance in the below subsections, the Vendor shall refer to the Contract Plans for site specific installation details.

**3.1 Site Installation Prioritization**

**The Vendor shall replace the Greenville and CR 318 tower lights first.** After the installation of the Greenville and CR 318 tower obstruction lights, the Vendor shall determine the order of installation of the remaining sites.

**3.2 Tower Obstruction Lighting System**

The Vendor shall remove the existing tower lighting obstruction system, associated conduit, photocell, and tower light controller.

The Vendor shall furnish and install a new Technostrobe LED tower obstruction lighting system and new conduit on each tower. The tower lighting system installed will depend on the tower configuration and respective FAA regulations, and shall be functionally equivalent to the existing system. One of the following Technostrobe systems shall be utilized:

- Technostrobe D1-LED-B-WHITE-48VDC-SNMP-C-APT-DS-G5 – Medium intensity LED White Only Beacon (Day/Night)
- Technostrobe E1-LED-B-HYBRID-48VDC-SNMP-2M-C-APT-DS-G5 – Medium Intensity LED Hybrid Beacon (White & Red) with two (2) side markers

All Technostrobe lighting systems include a tower light controller equipped with a -48VDC power supply, SNMP board, and a SPD to be installed inside the communication shelter according to the plans.

Each beacon shall be equipped with a deflector shield.

The Vendor shall follow the manufacturer's suggested guidelines when interconnecting cables between the lights and the control circuitry. All installations shall be in compliance with the National Electric Code, as well as all local electrical codes.

The Vendor shall follow all FAA/FCC rules and regulations including notice of new tower lighting system and NOTAM (Notice to Airmen).

The Vendor shall refer to the Design Packages in the appendices for specifications and installation details.

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**3.3 Site Grounding**

Lightning damage to equipment and structures and its prevention is a major consideration in the design of communications sites in Florida. The Vendor shall perform all facilities work in accordance with the installation requirements delineated herein to ensure that adequate grounding is installed at all sites.

Work performed at FDOT sites must meet the requirements herein to ensure compliance with FDOT installation practices.

ANY VARIANCE FROM THE FDOT'S PRACTICES SHALL BE SUBMITTED IN WRITING AND MUST BE PRE-APPROVED IN WRITING BY THE FDOT PROJECT MANAGER OR IT WILL NOT BE ACCEPTED.

The Vendor shall refer to the Design Packages in the appendices for installation details.

**3.4 Surge Protection**

The Vendor shall furnish and install surge protective devices.

The Technostrobe tower light controller includes integrated surge protection.

The Vendor shall furnish and install one (1) Ethernet SPD at each site. The SPD shall be MTL-Surge model number ZB24540. This SPD shall be mounted on the existing din rail in the equipment rack containing the BPS2000 switch.

**3.5 Tower Appurtenances Removal**

The Vendor shall remove and properly dispose of the unused antennas, transmission lines, and mounting and grounding hardware specified at each site in the Contract Plans.

The Vendor shall install new blank entry port boots on the newly vacant entry ports as a result of the removal of the unused transmission lines. The Vendor shall preserve the associated transmission line SPDs and shall deliver to the FDOT Maintenance Contractor's warehouse.

The Vendor shall preserve the tower light beacon(s) from each tower if they are determined to be in good working condition. All other beacons, side markers, and conduit shall be properly disposed of. The beacons shall be delivered to the FDOT Maintenance Contractor's warehouse.



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LED TOWER OBSTRUCTION LIGHTING SYSTEM UPGRADE**

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**3.6 Spare parts Delivery**

The Vendor shall deliver all spare parts and equipment specified removed and to be preserved to the FDOT Maintenance Contractor's warehouse. The Vendor shall coordinate the delivery of these items with the FDOT Project Manager to be delivered to the address below:

2416 Lake Orange Drive, Suite 100  
Orlando, FL 32837

Further contact information shall be provided to the awarded Vendor.

**4. INSPECTION AND VERIFICATION**

The FDOT Project Manager, or designated representative, shall be present to oversee and inspect all installation activities. The Vendor shall notify the individuals listed below of the start of work a minimum of seven (7) working days in advance. The FDOT Project Manager or designated personnel has the authority to stop work at the site if the work is not being performed in a manner consistent with these specifications or if the work is being performed in an unsafe manner.

<b>Name</b>	<b>Organization</b>	<b>Telephone Number</b>
Randy Pierce	FDOT	(850) 410-5608
Danielle Morales, P.E.	Atkins – c/o FDOT	(850) 410-5617

**5. PERFORMANCE TESTING AND ACCEPTANCE**

The Vendor shall notify the FDOT Project Manager and the FDOT's local personnel at least 10 days prior to completion of the installation activities. The Vendor, in conjunction with the FDOT Project Manager or designated representative(s), shall verify that all equipment is correctly installed and functioning properly.

ALL TESTS SHALL BE WITNESSED BY THE FDOT PROJECT MANAGER OR DESIGNATED PERSONNEL. ALL TEST RESULTS SHALL HAVE A WITNESS SIGNATURE OF THE DESIGNATED FDOT PERSONNEL OR THE TEST RESULTS WILL NOT BE ACCEPTED.

**5.1 Performance Testing**

Following the completion of all inspections and testing, each installed tower obstruction lighting system shall be subjected to a minimum 20 day performance period. A

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performance period of 20 consecutive calendar days of successful operation shall constitute a successful performance period.

For the purpose of defining a successful performance period, failure of operation means the failure of one or more major components of the tower lighting system.

The performance verification shall be accomplished and witnessed by the FDOT Project Manager or designated personnel. Upon acceptance of the criteria of the test by the FDOT Project Manager, the 20 day performance period shall begin. This requirement shall be accomplished during a period of time not to exceed 45 consecutive calendar days after equipment installation, inspection, and testing.

If a successful performance period cannot be accomplished within 45 consecutive calendar days after the equipment inspection and testing, the FDOT reserves the right to deem the Vendor in default and enforce the provisions set forth in the contract.

**5.2 Acceptance**

The Vendor shall provide an acceptance report at the conclusion of the testing for FDOT review and approval. Upon completion of the successful performance period the FDOT shall issue acceptance.

**6. AS-BUILT DOCUMENTATION**

The Vendor shall provide photographic documentation of all work performed at each site; clearly showing the removal and installation of new facilities, equipment, grounding, and installation hardware including mounting and grounding connections and other ancillary hardware to the tower.

The Vendor shall provide a set of hard copy, as well as soft copy, as-built documentation as part of this project. The as-built documentation shall fully detail all work activities associated with this project.

The Vendor shall submit accurate and scaled drawings of all interior and exterior walls, and entry port diagrams that changed as a result of this project.

The awarded Vendor may request a copy of the design drawings in Visio format as a reference for developing as-built documentation.

**THE VISIO DRAWINGS ARE FOR DIAGRAMMATICAL PURPOSES ONLY AND ARE NOT CONSIDERED AS-BUILT DOCUMENTS. THE VENDOR IS RESPONSIBLE FOR DEVELOPING ALL AS-BUILT DRAWINGS.**

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The Vendor shall complete the highlighted sections of ITS Facility Management System Attribute Form ITSFM053 in accordance with this specification. The form included in this section is for diagrammatical purposes only. The Vendor shall download the actual form from the following ITS Facility Management System web site address:

<https://www.fdot.gov/traffic/itsfm/index.shtm>

It is important that the Vendor download and use the most current file version prior submitting as-built documentation because of the frequency of updates.

**FLORIDA DEPARTMENT OF TRANSPORTATION  
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**6.1 ITS Facility Management Attribute Form**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**ITS Facility Management System  
Tower Support Structure Attribute Form**



ITSFM053  
Page 1 of 1  
Rev. 01/18

Date:	Inspector:	Financial Project ID:	As-Built Drawing No:
Tower Support Structure (SIN) Site Name: _____ Owner: _____ County: _____		Latitude / Longitude (N/W) N = _____ W = _____	
Tower Support Structure			
Tower Information			
Facility Owner: _____ County: _____ Year Installed: _____ Tower Type: <input type="checkbox"/> Self-Support <input type="checkbox"/> Guyed <input type="checkbox"/> Mono Pole <input type="checkbox"/> Crank Up Tower Manufacture: _____ Tower Model: _____ Tower Finish: <input type="checkbox"/> Galvanized <input type="checkbox"/> Painted Tower Height (Ft): _____		Property ID#: _____ Safety Climbing Hardware: <input type="checkbox"/> Yes <input type="checkbox"/> No Tower Condition: <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor <input type="checkbox"/> Scrap Antenna Structure Registration: _____ Aeronautical Study Number: _____ Tower Structure Analysis Date: _____ Tower Inspection Date: _____	
Antenna Components		Communication Cables	
Year Installed: _____ Antenna Manufacture: _____ Antenna Model: _____ Origination SIN (A Side): _____ Destination SIN (Z Side): _____ <u>Antenna Type:</u> <input type="checkbox"/> Dish <input type="checkbox"/> Panel <input type="checkbox"/> Yagi <input type="checkbox"/> Omni <input type="checkbox"/> Folded Dipole <input type="checkbox"/> Unknown <input type="checkbox"/> Other: _____ <u>Antenna Polarization:</u> <input type="checkbox"/> Horizontal <input type="checkbox"/> Vertical <input type="checkbox"/> Circular <input type="checkbox"/> Dual Antenna Direction (Azimuth in Degrees) _____ <u>Antenna Mount:</u> <input type="checkbox"/> Direct <input type="checkbox"/> Pipe <input type="checkbox"/> Side Arm <input type="checkbox"/> Wall <input type="checkbox"/> Bridge <input type="checkbox"/> Cantilever Structure <input type="checkbox"/> Overhead Structure <input type="checkbox"/> Other: _____ <u>Antenna Installed Location (Tower Leg):</u> <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> Unknown Antenna Point of Attachment (Ft.): _____ Antenna Jumper Size (Pigtail): <input type="checkbox"/> 1/2" <input type="checkbox"/> 7/8" <input type="checkbox"/> 1 1/4" <input type="checkbox"/> EW63 <input type="checkbox"/> EW90 <input type="checkbox"/> WE65 <input type="checkbox"/> Other: _____ Antenna Jumper Length: _____		<u>Communication Cable Type:</u> <input type="checkbox"/> Coax - Corrugated <input type="checkbox"/> Coax - Braided <input type="checkbox"/> Waveguide <u>Communication Cable Size:</u> <input type="checkbox"/> 1/2" <input type="checkbox"/> 7/8" <input type="checkbox"/> 1 1/4" <input type="checkbox"/> EW63 <input type="checkbox"/> EW90 <input type="checkbox"/> WE65 <input type="checkbox"/> Other: _____ Communication Cable Length (Ft.): _____ <u>Communication Cable Connector Type:</u> <input type="checkbox"/> 7/16 DIN <input type="checkbox"/> BNC <input type="checkbox"/> N-Type <input type="checkbox"/> UHF <input type="checkbox"/> WG63 <input type="checkbox"/> Other: _____	
Warning Lights			
		Date Installed (yyyy-mm-dd): _____ Beacon Type: _____ Beacon Manufacture: _____ Beacon Model: _____ Light Controller Manufacture: _____ Light Controller Model: _____ Side Markers Installed: <input type="checkbox"/> Yes <input type="checkbox"/> No Side Markers Type: _____ Side Markers Manufacture: _____ Side Markers Model: _____ Side Markers Point-of-Attachment (Ft.): _____	

**FLORIDA DEPARTMENT OF TRANSPORTATION  
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**APPENDIX A  
LED TOWER LIGHTING UPGRADE CONTRACT PLANS**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PURCHASE ORDER TERMS & CONDITIONS**

375-040-55  
PROCUREMENT  
OGC - 06/18  
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Purchase Order No.: \_\_\_\_\_

Appropriation Bill Number(s) / Line Item Number(s) for 1<sup>st</sup> year of  
contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_

(required for contracts in excess of \$5 million)

1. SERVICES AND PERFORMANCE

- A. The Department does hereby retain the Vendor to furnish, within the manner and at the location specified, certain services, information and items as specified in the competitive procurement documents, the completed purchase order form, and attached Exhibits which are integral parts of this purchase order contract (hereinafter called the Purchase Order). If additional terms and conditions of the Vendor are attached, only those provisions not in conflict with the State of Florida Purchase Order Conditions and Instructions and Purchase Order Terms and Conditions herein may be made a part of this Purchase Order. The Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over and supersede any inconsistent or conflicting provision in the State of Florida Purchase Order Conditions and Instructions, and any attached terms and conditions of the Vendor.
- B. Before making any additions or deletions to the work described in this Purchase Order, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and the Department shall issue a Change Order covering such work and compensation. Reference herein to this Purchase Order shall be considered to include any Change Orders.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Purchase Order, 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 Purchase Order. 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 Purchase Order. 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 applicable Florida law that governs and 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 Purchase Order. In the event that changes in the statute or rules create a conflict with the requirements of the published guidelines, requirements of the statute 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 the Purchase Order 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 Purchase Order. The Director's decision upon all claims, questions, and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

Reference herein to the Director shall mean the Department's

Assistant Secretary, Engineering and Operations \_\_\_\_\_.

2. TERM

- A. Initial Term. Unless otherwise specified, this Purchase Order begins on the date of issuance.

Services to be rendered by the Vendor shall be completed by the date specified on the Purchase Order.

- B, 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 Purchase Order. Extension of this Purchase Order 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 Purchase Order 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 Purchase Order unless the failure to meet the criteria set forth in this Purchase Order for completion of this Purchase Order is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may 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. 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 the Purchase Order specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. 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.
- C. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), 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 Purchase Order. 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.

- D. Records of costs incurred under terms of this Purchase Order shall be maintained and made available upon request to the Department at all times during the period of this Purchase Order and for three years after final payment for the work pursuant to this Purchase Order 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.
- E. 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 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 State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and the Department, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized by terms of this Agreement and the Department, 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.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

**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 Purchase Order. 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 required.
- The Vendor shall carry and keep in force during the term of this Purchase Order a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$ \_\_\_\_\_ per person and \$ \_\_\_\_\_ each occurrence, and property damage insurance of at least \$ \_\_\_\_\_ each occurrence, for the services to be rendered in accordance with this Purchase Order.
- The Vendor shall have and maintain during the term of this Purchase Order, 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 Purchase Order 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 required.
- Prior to commencement of any services pursuant to this Purchase Order 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 Purchase Order 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 Purchase Order, 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 agrees that it shall make no statements, press releases, or publicity releases concerning this Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager and securing prior written consent.

B. 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.

- C. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable Florida law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Purchase Order. 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 Purchase Order 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 Purchase Order.
- D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.fdot.gov/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.
- E. 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.
- F. 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 Purchase Order may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Purchase Order in the event an assignment is 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 Purchase Order, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Purchase Order 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 Purchase Order is to be terminated.
- D. If the Purchase Order 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 Purchase Order. 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 Vendor to timely perform under this Purchase Order and must be authorized to do business within the State of Florida 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 Purchase Order. 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 Purchase Order to other than subcontractors specified in the proposal, bid and/or Purchase Order without the prior written consent of the Department.

B. Select the appropriate box:

The following provision is not applicable to this Purchase Order.

The following provision is hereby incorporated in and made a part of this Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Purchase Order shall be deemed to be substituted for the state agency 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 Purchase Order:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Purchase Order shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this Purchase Order, the person, firm, or other business entity (Vendor) carrying out the provisions of this Purchase Order 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 - 28<sup>th</sup> Street, North  
St. Petersburg, Florida 33716-1826  
Telephone: (800) 643-8459

This Purchase Order involves the expenditure of Federal funds and hence, Section 946.515, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Purchase Order.

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 Purchase Order.

- 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. It is understood and agreed by the parties hereto that if any part, term or provision of this Purchase Order 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 Purchase Order did not contain the particular part, term or provision held to be invalid.
- D. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.
- E. In any legal action related to this Purchase Order, 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 Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- F. Time is of the essence as to each and every obligation under this Purchase Order.
- G. If this Purchase Order 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 Purchase Order and shall take precedence over any inconsistent provisions in this Purchase Order.
- H. If this Purchase Order 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 Purchase Order.
- I. This Purchase Order embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Purchase Order shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- J. 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.
- K. 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.

The provisions in the PURCHASE ORDER TERMS & CONDITIONS constitute an integral part of the Purchase Order contract. The Vendor acknowledges acceptance of the terms and conditions of this Purchase Order by providing the services described in this Purchase Order.

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 "In-State Preference" form has been filled out completely and accompanied with a written response from an attorney, if applicable, as outlined in Special Condition 7 and enclosed in the bid response.
- \_\_\_ 6. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- \_\_\_ 7. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- \_\_\_ 8. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- \_\_\_ 9. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- \_\_\_ 10. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:

Bid No.: DOT-ITB-19-9092-SJ

Title: Replacement of 19 Tower Obstruction Lighting Systems with LED Lights

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