

**State of Florida  
Department of Transportation**



INVITATION TO BID  
**DISTRICT-WIDE MOBILE DETAILING SERVICES**

**DOT-ITB-20-7011-LV**

**CONTACT FOR QUESTIONS:**

Lori Vicari, Contract Administrator  
[lori.vicari@dot.state.fl.us](mailto:lori.vicari@dot.state.fl.us)  
Phone: (813) 975-6199 or (800) 226-7220 x6199  
Fax: (813) 975-6473  
Florida Department of Transportation  
Procurement Office, MS 7-700  
11201 North McKinley Drive  
Tampa, Florida 33612-6456

State of Florida  
Department of Transportation  
Procurement Office, MS 7-700  
11201 North McKinley Drive  
Tampa, Florida 33612-6456

**INVITATION TO BID (ITB) REGISTRATION**

\*\*\*\*\*

**PLEASE COMPLETE AND RETURN THIS FORM ASAP**  
**FAX TO (813) 975-6473 OR E-MAIL TO [LORI.VICARI@DOT.STATE.FL.US](mailto:lori.vicari@dot.state.fl.us)**

\*\*\*\*\*

Bid Number: DOT-ITB-20-7011-LV

Title: District-Wide Mobile Detailing Services

Bid Due Date & Time (On or Before): See "TIMELINE" in INTRODUCTION SECTION

Potential bidders should notify our office by returning this bid registration form as soon as possible after downloading. Complete the information below and fax or email this sheet only to the Florida Department of Transportation (FDOT) Procurement Office at (813) 975-6473 or email to [lori.vicari@dot.state.fl.us](mailto:lori.vicari@dot.state.fl.us).

**THE ITB DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda) will be posted on the Florida Vendor Bid System (VBS), under this bid number, at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.**

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

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

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

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

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

For further information on this process, e-mail or telephone: Lori Vicari, Contract Administrator at [lori.vicari@dot.state.fl.us](mailto:lori.vicari@dot.state.fl.us) or (813) 975-6199 or (800) 226-7220 x6199.

**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 District-Wide Mobile Detailing Services. It is anticipated that the term of the contract will begin upon execution and be effective for one year.

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 ITB, 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 VBS, under this bid number, at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>LOCAL TIME</b>
<b>DEADLINE FOR TECHNICAL QUESTIONS</b> There is no deadline for administrative questions.	<b>02-03-2020</b>	<b>10:00 AM</b>
<b>BIDS DUE (ON OR BEFORE)</b> Florida Department of Transportation Attn: Lori Vicari, MS 7-700 11201 North McKinley Drive Tampa, Florida 33612-6456	<b>02-07-2020</b>	<b>10:00 AM</b>
<b>PUBLIC OPENING</b> Florida Department of Transportation Flamingo Conference Room 11201 North McKinley Drive Tampa, Florida 33612-6456	<b>02-10-2020</b>	<b>11:30 AM</b>
<b>POSTING OF INTENDED DECISION/AWARD</b>	<b>02-11-2020</b>	<b>4:00 PM</b>

## 3) BID OPENING AGENDA

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

- Opening remarks – Approximate time of two 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 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 (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 (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 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 AND ANSWERS**

In accordance with section 287.057(23), Florida Statutes (F.S.), 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 Contract Administrator as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this ITB must be forwarded, in writing, to the Contract Administrator 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 VBS at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Public Meeting/Notice", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"), 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:

Lori Vicari, Contract Administrator  
[lori.vicari@dot.state.fl.us](mailto:lori.vicari@dot.state.fl.us)  
Fax: (813) 975-6473  
Florida Department of Transportation  
Procurement Office, MS 7-700  
11201 North McKinley Drive  
Tampa, Florida 33612-6456

Questions regarding administrative aspects of the bid process should be directed to the Contract Administrator in writing at the address above or by phone: (813) 975-6199 or (800) 226-7220 x6199.

#### **4) ORAL INSTRUCTIONS / CHANGES TO THE ITB (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 VBS, under this bid number, at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Competitive Solicitation", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their 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 (DMS) 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

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

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

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

## 8) PRE-BID CONFERENCE

A Pre-Bid Conference will not be held.

## 9) QUALIFICATIONS

### 9.1 GENERAL

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of five 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, F.S., out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

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

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

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

For licensing, contact:

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

## 10) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance (COI) to the **Florida Department of Transportation, Procurement Office, MS 7-700, Lori Vicari, Contract Administrator, [lori.vicari@dot.state.fl.us](mailto:lori.vicari@dot.state.fl.us), 11201 North McKinley Drive, Tampa, Florida 33612-6456** within 10 days after the ending date of the period for posting the intended award decision.

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

With respect to any general liability insurance policy required pursuant to this contract, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, 30 days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may

represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

#### **11) PERFORMANCE BOND**

A Performance Bond is not required for this project.

#### **12) METHOD OF COMPENSATION**

For the satisfactory performance of these services the Vendor shall be paid up to the maximum amount stated on the purchase order. The Vendor shall submit invoices 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.

#### **13) CONTRACT DOCUMENT**

##### **PURCHASE ORDER**

The MFMP Contract Terms and Conditions and the Department's "Purchase Order Terms and 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.

#### **14) REVIEW OF BIDDER'S FACILITIES AND 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.

#### **15) PROTEST OF ITB SPECIFICATIONS**

Any person who is adversely affected by the contents of this ITB 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 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), F.S., within 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), F.S., 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, F.S.

#### **16) UNAUTHORIZED ALIENS**

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

#### **17) SCRUTINIZED COMPANIES LISTS**

ALL bids, 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 bid sheet.

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, F.S., or is engaged in a boycott of Israel.

Section 287.135, F.S., 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, F.S.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the F.S., 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 F.S., or maintain the contract if the conditions of Section 287.135 of the F.S. are met.

#### **18) 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.

#### **19) ADDITIONAL TERMS AND 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.

#### **20) 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 ITB in accordance with all requirements of this ITB. 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.

#### **21) BID SHEET**

The bidder must use the attached Exhibit "B", 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.**

#### **22) "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), F.S., 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, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

#### **23) 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, F.S. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

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

The bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, F.S., in a separate bound document labeled "Attachment to ITB, Number DOT-ITB-20-7011-LV - 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.

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

**Florida Department of Transportation**

**Procurement Office, MS 7-700**  
**Attn: Lori Vicari, Contract Administrator**  
**11201 North McKinley Drive**  
**Tampa, Florida 33612-6456**  
**Phone: (813) 975-6199 or (800) 226-7220 x6199**

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.

## **26) 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.

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

### **27.1 - GENERAL:**

The Department's decision will be posted on the Florida VBS, under this bid number, at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) (click on "Search Advertisements", click on the drop-down arrow beside the box under "Advertisement Type", select "Agency Decisions", click on the drop-down arrow beside the box under "Agency", select "Department of Transportation", then go to the bottom of the same page and click on "Advertisement Search"), on date and time in the timeline, and will remain posted for a period of 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 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), F.S., within 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 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), F.S., 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, F.S.

### **27.2 - 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 VBS (see special condition 29.1, above) or by mail, fax, and/or

telephone. The Department will provide notification of any future posting in a timely manner.

### **27.3 - REQUEST TO WITHDRAW BID:**

Requests for withdrawal will be considered if received by the Department, in writing, within 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.

### **28) AWARD OF THE CONTRACT**

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

A purchase order issued by the Department.

### **29) RENEWAL**

Upon mutual agreement, the Department and the contract vendor may renew the contract for a period that may not exceed three 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.

### **30) ATTACHED FORMS**

Exhibit "B", Bid Sheet  
 Minimum Qualifications Statement  
 Drug-Free Workplace Program Certification  
 Vendor Certification Regarding Scrutinized Companies Lists  
 MBE Planned Utilization

### **31) TERMS AND CONDITIONS**

#### **31.1 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 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 ITB:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

#### **31.2 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 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 ITB:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

### **31.3 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.

### **32) 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

Exhibit "A", Scope of Services

Exhibit "B", Bid Sheet

MFMP Contract Terms and Conditions

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

## EXHIBIT "A"

### SCOPE OF SERVICES

#### DISTRICT-WIDE MOBILE DETAILING SERVICES

##### **I. PURPOSE:**

Provide vehicle detailing for the Florida Department of Transportation (FDOT). This will ensure the vehicles are maintained clean and reflect a professional appearance. The services will be required District-Wide (Hillsborough, Pinellas, Pasco, Hernando, and Citrus Counties).

##### **II. SERVICES TO BE PROVIDED BY THE VENDOR:**

A. The following services shall be provided by the Vendor:

1. **Service A:** Hand wash, tires cleaned and vehicle dried.
2. **Service B:** Hand wash, dry, interior and trunk vacuum, windshield and windows cleaned; clean dash, console, doors and apply protectant to these areas: Clean tires and apply tire shine, remove all debris (leaves, dirt, bugs and straw), wipe down all door jams, hood jams and trunk jams. Exterior plastics treated and conditioned.
3. **Service C:** Includes Service B with hand-wax with Nu Finish or equivalent product (no spray wax unless indicated by Contract Manager) and Rain-x or equivalent product applied to all windows and exterior mirrors.
4. **Service D:** Includes Service B and Service C with shampoo of upholstery and carpets. Scotch Guard or equivalent product applied to seats and carpets. Vinyl flooring and seating cleaned with appropriate, non-slip, cleaner. Vehicle exterior buffed to revitalize paint and finish.

B. The services shall be performed by a minimum of two personnel. The Vendor's company vehicle and equipment will be clearly marked with the name of the business and phone number. Personnel shall be professional and presentable with an identifiable shirt that has the business name clearly printed on the garment. Dry fit clothing is acceptable but athletic gym shorts or open toed shoes shall not be worn.

C. All equipment and materials for the services shall be provided by the Vendor including and not limited to water for washing vehicles. Products used shall be approved by the Contract Manager and any change of the approved products will need authorization from Contact Manager.

D. Services will be performed when scheduled by the Contract Manager in writing via email. Once the request for mobile detailing is made the Vendor will respond within 24 hours of the request being made. The vehicles and type of service will be determined on the day of service.

E. All issues with services will be addressed in writing to the Contract Manager.

**III. DAMAGES**

Personnel shall use care to prevent damage to the vehicles and its contents. The Vendor shall be responsible for any damages caused by its employees.

**IV. DEPARTMENT RESPONSIBILITIES:**

A. A work site and vehicles will be provided by the Department for the Vendor to complete services.

Services will be performed by the Vendor at the following FDOT locations:

District Seven Headquarters  
11201 N. Malcolm McKinley Drive  
Tampa, Florida 33612

Tampa Operations  
2820 Leslie Road  
Tampa, FL 33619

Brooksville Operations  
16411 Springhill Drive  
Brooksville, FL 34604

Pinellas Operations  
5211 Ulmerton Road  
Clearwater, FL 33760

CentrePointe  
5100 W Lemon Street  
Tampa, FL 33609

B. The Department shall provide a Contract Manager for administering the terms and conditions of this Contract, who will be Timothy Brown, 11201 North McKinley Drive, Tampa, Florida 33612, telephone number 813-975-6267. The Department reserves the right to change the Contract Manager at any time.

**V. SUBMITTALS/DELIVERABLES:**

An invoice will be submitted at the end service day, in person or via email. The invoice will be provided and prepared by the Vendor to include the Vendor's name, products used to service the vehicles, a listing of the FDOT tag number, vehicle type and service performed. Invoice must be signed by the Vendor or his/her employee.

**VI. BEGINNING AND LENGTH OF SERVICES:**

The performance period of the contract shall commence upon issuance of a purchase order and continue for one year.

**VII. TERMINATION ACTION:**

Reference Section 6 of the Purchase Order Terms and Conditions.

**VIII. FINANCIAL CONSEQUENCES:**

Reference Section 3 of the Purchase Order Terms and Conditions.



**EXHIBIT "B"**

**BID SHEET**

**DISTRICT-WIDE MOBILE DETAILING SERVICES**

Vehicle Type	Service A (A)	Service B (B)	Service C (C)	Service D (D)	Total (A+B+C+D)
Sedan	\$	\$	\$	\$	\$
Sport Utility Vehicle (SUV)	\$	\$	\$	\$	\$
Mini-Van	\$	\$	\$	\$	\$
12 – 15 Passenger Van	\$	\$	\$	\$	\$
Single Cab Truck	\$	\$	\$	\$	\$
Crew Cab Truck	\$	\$	\$	\$	\$
Grand Total					\$

Prices must contain all costs to include travel, labor, materials, equipment, overhead, general and administrative, incidental expenses, operating margin, and subcontractor cost, if any. The total column is for determining the low bid only and has no bearing on the actual amount to be spent on this contract.

**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 attached 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: \_\_\_\_\_ VENDOR FEID: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED OR TYPED: \_\_\_\_\_ TITLE: \_\_\_\_\_



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MFMP CONTRACT TERMS AND CONDITIONS**

375-040-44  
PROCUREMENT  
OGC – 09/16  
Page 1 of 9

Contract (“CR”) 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 described in Exhibit “A”, attached hereto and made a part hereof.
- B. Before any additions or deletions to the work and/or items described in this Contract, the Department shall issue a revised version of the Contract covering such modifications and the compensation to be paid therefor. Reference herein to this Contract shall be considered to include any revised versions.
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Contract, 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 Contract. 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 or products or patent any invention developed under this Contract. The Department shall have the right to visit the site for inspection of the work and the products of the Contract at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional’s seal/signature, in accordance with the applicable Florida Statute and administrative rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statutes and/or rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Contract may request and be granted a conference.
- F. All services and/or items shall be provided 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 Contract. 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 and/or items described 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  
Director of Transportation Operations\_\_\_\_\_.

2. TERM

- A. Initial Term. Unless otherwise specified, this Contract begins on the date of issuance and shall remain in full force and effect through the date specified on the Contract.
- B. RENEWALS (Select appropriate box):
  - This Contract may not be renewed.
  - This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory

performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Contract and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Contract. Extension of this Contract 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 Contract 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 shall be only one extension of this Contract unless the failure to meet the criteria set forth in this Contract for completion of this Contract 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 will review the request and make a determination as to granting all, part of, or none 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 may be forfeited at the end of the agreement period.
- B. If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by the terms of this Contract and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department are reminded of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Contract specifies otherwise. The Department has twenty (20)

days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of this Contract. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516
- I. Records of costs incurred under terms of this Contract shall be maintained and made available upon request to the Department at all times during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred 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 costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one 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.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Contract.

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

**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 Contract. 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 period of this Contract 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 \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this Contract.
- The Vendor shall have and maintain during the period of this Contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of \$ \_\_\_\_\_.

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

**5. COMPLIANCE WITH LAWS**

**A.** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in

conjunction with this Contract. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

- B. The Vendor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of this Contract, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Contract, it being understood that such data or information is works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Contract.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
  - (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business

and Professional Regulation as they relate to work performed under this Contract. 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 Contract 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 Contract.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

## 6. TERMINATION AND DEFAULT

- A. This Contract may be cancelled 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 Contract in the event an assignment be made for the benefit of creditors
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract 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 this Contract 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 Contract is to be terminated.



- D. If this Contract 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 Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Contract. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable Vendor to timely perform under this Contract 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 Contract. 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 Contract to any person or entity other than subcontractors specified in the proposal, bid, and/or Contract without the prior written consent of the Department.

- B. Check the appropriate box:

- The following provisions are not applicable to this Contract:
- The following provisions are hereby incorporated in and made a part of this Contract:

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract 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 Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency 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 Contract involves the expenditure of Federal funds and 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 Contract.

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 Contract.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract 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 Contract did not contain the particular part, term, or provision held to be invalid.
- E. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Contract, 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 any county chosen by the Department and in the event that any such legal action is filed by the 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.
- G. If this Contract 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 part of this Contract.
- H. If this Contract is the result of a competitive solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.

- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later
  
- J. Vendor/Contractor:
  - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  
  - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
  
- K. Time is of the essence as to each and every obligation under this Contract.
  
- L. The following attachments are incorporated and made a part of this Contract:  
DOT-ITB-20-7011-LV

The provisions in the MFMP CONTRACT TERMS AND CONDITONS constitute an integral part of the Contract. The Vendor acknowledges acceptance of the terms and conditions of this Contract by providing the services and/or items described in the Contract.

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  
**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

375-040-24  
PROCUREMENT  
03/17

PROCUREMENT NO. DOT-ITB-20-7011-LV FINANCIAL PROJECT NO. 259104-1-A1-02

(DEPARTMENT USE ONLY)

DESCRIPTION: District-Wide Mobile Detailing Services

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: \_\_\_\_\_

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

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

Check off each the following:

- \_\_\_\_\_ 1. The "Bid Sheet" has been filled out completely, signed, and enclosed in the bid response.
- \_\_\_\_\_ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- \_\_\_\_\_ 3. "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the bid response, if applicable.
- \_\_\_\_\_ 4. "Scrutinized Companies Lists" certification form has been read, signed, and enclosed in the bid response.
- \_\_\_\_\_ 5. The scope of services section has been thoroughly reviewed for compliance to the bid requirements.
- \_\_\_\_\_ 6. The prices have been reviewed for accuracy and all price corrections have been initialed in ink.
- \_\_\_\_\_ 7. The [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu) website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- \_\_\_\_\_ 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- \_\_\_\_\_ 9. On the lower left-hand corner of the envelope transmitting your bid response, write in the following information:

Bid No.: DOT-ITB-20-7011-LV

Title: District-Wide Mobile Detailing Services

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