

**FLORIDA DEPARTMENT OF  
TRANSPORTATION**



**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**ADVERTISEMENT**  
**INVITATION TO BID**  
**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**FLORIDA'S TURNPIKE ENTERPRISE**

Sealed Invitation to Bid Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, October 2, 2012**, for the following project:

**BID NO. ITB-DOT-12/13-8006-RM**

**SCOPE:** Florida's Turnpike Enterprise (hereinafter referred to as the "Department") seeks to obtain the services of a qualified, quality oriented, landscaping Vendor to provide comprehensive landscape, lawn and irrigation maintenance services for the grounds of the Turnpike Enterprise Office of Toll Operations, located at 7941 Glades Road, Boca Raton, FL 33434. The work shall include, but is not limited to, providing all labor, materials, supervision, equipment, delivery, incidentals and related items necessary to complete the work in accordance with this Scope of Services. All equipment and materials used by the Vendor shall be completely free of any type of asbestos materials.

**Bidder's Qualifications**

The Vendor shall maintain and keep in force throughout the term of the contract, renewals and extensions, the requirements specified within the Scope of Services. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and may be subject to the terms of Chapter 6, Termination and Default, of the Standard Written Agreement.

The Vendor's place of business shall be located within sixty (60) miles from the project site. The Vendor's Project Manager must be available to respond, during normal working hours, within one (1) hour by phone and within two (2) hours on site if requested by the Department's Contract/Project Manager.

The Vendor shall hold a valid and current Business Tax Receipt as a Landscape Vendor, in accordance with all appropriate State, County and City laws, authorizing the Vendor to perform the specified work within the Scope of Services in Palm Beach County and within the city limits of Boca Raton Florida. The Vendor or approved sub-vendor shall also have in force throughout the term of this Contract, an active Irrigation Contractor's License and a Certified Pest Control Applicator License.

The Vendor shall have been in business providing landscape lawn and irrigation services for a minimum of four (4) years. Of the four (4) years in business, the Vendor shall have performed landscape lawn and irrigation services for a minimum of two (2) consecutive years for a similar size facility as of the Toll Operations complex along with similar services as being requested within the Scope of Services. The Vendor shall provide a minimum of four (4) active account references of similar size and services on the Certification of Experience Documentation Form attached in the contract bid package.

The Vendor shall be a member of or familiar with and responsible for performing all work in accordance with the following standards. Where there is a conflict with other specified requirements, the most restrictive shall govern.

- Tree Care Industry Association (TCIA)  
(Formerly the National Arborist Association)
- International Society of Arboriculture
- Standard as established by the Florida Department of Grade and Standards for Nursery Plants.
- The Florida Chapter of the American Society of Landscape Architects (FLASLA)
- Florida Irrigation Society

The Department will investigate carefully to determine if the Vendor is responsive, responsible and qualified in the area of work contemplated by this Contract. Poor quality of references shall disqualify the Vendor from further consideration in the award of this Contract.

All payment(s) to the Vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

**MANDATORY PRE-BID MEETING AND SITE VISIT:** The Department will convene a MANDATORY PRE-BID MEETING for this Invitation to Bid (ITB) on **Tuesday, September 18, 2012 at 10:30 a.m. and immediately following the Meeting will be a Site Visit.** The meeting will be held at Florida's Turnpike Enterprise, Office of Toll Operations, Room 136, 7941 Glades Road, Boca Raton, Florida 33434. Phone number is (561) 470-6650.

**FAILURE OF A BIDDER TO ATTEND THE MANDATORY PRE-BID MEETING AND SITE VISIT WILL RESULT IN REJECTION OF THE BID. Bring a copy of the full advertisement package to the meeting.**

**HOW TO OBTAIN BID DOCUMENTS:** Prospective bidders may obtain a complete Invitation to Bid (ITB), including specifications and general bid conditions for the above-referenced project by visiting the website below:

[http://myflorida.com/apps/vbs/vbs\\_www.search\\_rl.matching\\_ads\\_page](http://myflorida.com/apps/vbs/vbs_www.search_rl.matching_ads_page)

The Department reserves the right to reject any or all bids.

**NOTE:** All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

Under "Everything for Vendors and Customers" Click on "Vendor Bid System (VBS)"

Under "Vendor Bid System" Click on "Search Advertisements"

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

State of Florida  
Department of Transportation  
Florida's Turnpike Enterprise  
Contractual Services Office  
P. O. Box 613069  
Ocoee, Florida 34761-3069

INVITATION TO BID REGISTRATION

---

ALL VENDORS MUST COMPLETE AND RETURN THIS FORM TO THE ABOVE ADDRESS OR  
FAX TO: 407-264-3058, ATTN: Robin Morgan

---

ITB Number: ITB-DOT-12/13-8006-RM

Title: COMPREHENSIVE LANDSCAPE AND LAWN MAINTENANCE SERVICES FOR THE OFFICE OF TOLL  
OPERATIONS – BOCA RATON, FLORIDA

---

Bid Due Date & Time: Tuesday, October 2, 2012, 2:30 p.m.

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at 407-264-3058, or mail to the address noted above.

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

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

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

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

Telephone: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

For further information on this process, you may e-mail or telephone: Robin Morgan at [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us) or 407-264-3697.



**TABLE OF CONTENTS**

**ITB-DOT-12/13-8006-RM**

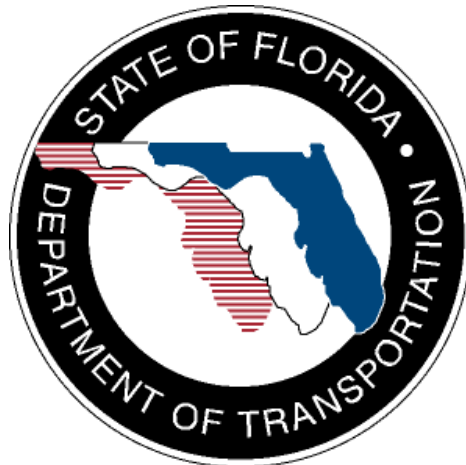
**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

## Table of Contents

<b><u>ITEM</u></b>	<b><u>PAGE NO.</u></b>
Cover Sheet	
Advertisement	
Invitation to Bid	
Table of Contents.....	TOC 1
Invitation to Bid Instructions (Special Conditions) .....	SC1 – SC11
General Contract Conditions (PUR 1000).....	1 – 10
General Instructions to Respondents (PUR 1001).....	1 – 5
Forms.....	FORMS 1–5
Standard Written Agreement .....	1 – 7
Exhibit "A" Scope of Services.....	A-1 – A-12
Attachment(s).....	A – B
Exhibit "B" Method of Compensation.....	B-1 – B-4
Exhibit "C" Bid Blank.....	C-1 – C-4

**State of Florida  
Department of Transportation**



**INVITATION TO BID**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**CONTACT INFORMATION:**

**MAIL BIDS, ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:**

Ms. Robin Morgan  
Florida Department of Transportation  
Florida's Turnpike Enterprise  
P.O. Box 613069  
Ocoee, FL 34761-3069  
Phone: (407) 264-3697  
Fax: (407) 264-3058  
Email: [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us)

**SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:**

Robin Morgan  
Florida's Turnpike Enterprise  
Florida's Turnpike, Milepost 263.0  
Building No. 5315, Turkey Lake Service Plaza  
Ocoee, Florida 34761-3069

# 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 obtain the services of a qualified, quality oriented, landscaping Vendor to provide comprehensive landscape, lawn and irrigation maintenance services for the grounds of the Turnpike Enterprise Office of Toll Operations, located at 7941 Glades Road, Boca Raton, FL 33434. The work shall include, but is not limited to, providing all labor, materials, supervision, equipment, delivery, incidentals and related items necessary to complete the work in accordance with this Scope of Services. All equipment and materials used by the Vendor shall be completely free of any type of asbestos materials.

It is anticipated that the term of the Contract will begin on or around October 29, 2012 and be effective for two (2) years. 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) SCHEDULE OF EVENTS

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.

Activity	Date / Time	Location
<b>Mandatory Pre-Bid Meeting and Site Visit</b> <i>(Site visit will be conducted immediately following the Pre-Bid Meeting)</i> (See Note 1)	September 18, 2012 10:30 AM	Florida Turnpike Enterprise Office of Toll Operation - Room 136 7941 Glades Road Boca Raton, Florida 33434 Phone: (561) 470-6650
<b>Deadline for technical questions</b> (There is no deadline for administrative questions)	September 25, 2012 05:00 PM	Via email to <a href="mailto:robin.morgan@dot.state.fl.us">robin.morgan@dot.state.fl.us</a> Reference: ITB-DOT-12/13-8006-RM
<b>BIDS DUE</b> PUBLIC OPENING (See Note 1)	<b>On or Before</b> October 2, 2012 02:30 PM	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761
Posting of Intended Award	October 9, 2012 5:00 PM through October 12, 2012 5:00 PM	Internet's Vendor Bid System

(\*Note 1: All meetings listed above are open to the public).

## 3) 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

Since July 1, 2003, the Department has been using the State of Florida's web-based electronic procurement system, 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 22). 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 one percent (1%) MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

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

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 seventy-two (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 Schedule of Events. 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:

**Robin Morgan**, [robin.morgan@dot.state.fl.us](mailto:robin.morgan@dot.state.fl.us), Florida's Turnpike Headquarters, Florida's Turnpike, M.P. 263, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761.

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3697.

## 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 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) **IN-STATE PRICE 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 five percent (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 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 competitive solicitation. **A vendor whose principal place of business is located outside the state of Florida, must accompany their bid response documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts.**

## 8) **INTENDED AWARD**

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

## 9) **MANDATORY PRE-BID CONFERENCE AND SITE VISIT**

A MANDATORY pre-bid conference and site visit will be held at the date, time and location in the Schedule of Events. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential bidders regarding the scope of services, ITB requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting addenda to the ITB will be the sole prerogative of the Department.

**Attendance at this pre-bid conference and site visit is MANDATORY.** Failure by a bidder to attend or be represented at this pre-bid conference and site visit will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered.

## **10) QUALIFICATIONS**

### **10.1 - GENERAL**

The Vendor shall maintain and keep in force throughout the term of the contract, renewals and extensions, the requirements specified within the Scope of Services. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and may be subject to the terms of Chapter 6, Termination and Default, of the Standard Written Agreement.

The Vendor's place of business shall be located within sixty (60) miles from the project site. The Vendor's Project Manager must be available to respond, during normal working hours, within one (1) hour by phone and within two (2) hours on site if requested by the Department's Contract/Project manager.

The Vendor shall hold a valid and current Business Tax Receipt as a Landscape Vendor, in accordance with all appropriate State, County and City laws, authorizing the Vendor to perform the specified work within the Scope of Services in Palm Beach County and within the city limits of Boca Raton Florida. The Vendor or approved sub-vendor shall also have in force throughout the term of this Contract, an active Irrigation Contractor's License and a Certified Pest Control Applicator License.

The Vendor shall have been in business providing landscape lawn and irrigation services for a minimum of four (4) years. Of the four (4) years in business, the Vendor shall have performed landscape lawn and irrigation services for a minimum of two (2) consecutive years for a similar size facility as of the Toll Operations complex along with similar services as being requested within the Scope of Services. The Vendor shall provide a minimum of four (4) active account references of similar size and services on the Certification of Experience Documentation Form attached in the contract bid package.

The Vendor shall be a member of or familiar with and responsible for performing all work in accordance with the following standards. Where there is a conflict with other specified requirements, the most restrictive shall govern.

- Tree Care Industry Association (TCIA)  
(Formerly the National Arborist Association)
- International Society of Arboriculture
- Standard as established by the Florida Department of Grade and Standards for Nursery Plants.
- The Florida Chapter of the American Society of Landscape Architects (FLASLA)
- Florida Irrigation Society

The Department shall verify work experience and solicit from past or active projects, references shall disqualify the Vendor from further consideration in the award of this Contract.

### **10.2 - BIDDER QUALIFICATIONS**

When submitting the bid, each bidder must submit a written statement (Form 1, "Certification of Experience Documentation"), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 10.1, 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.

### 10.3 - AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the Contract. For authorization, contact:

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

### 10.4 - 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

### 10.5 - E-VERIFY UTILIZATION

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

### 11) WARRANTY/SUBSTITUTIONS

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

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

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

## 12) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this Project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Robin Morgan, Florida's Turnpike Headquarters, Florida's Turnpike M.P. 263.0, Turkey Lake Service Plaza, Bldg. 5315, Ocoee, Florida 34761** within ten (10) days after the ending date of the period for posting the intended award decision.

( ) No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this Contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 150,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this Contract.

( ) The Vendor must have and maintain during the period of this Contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of at least \$ \_\_\_\_\_. The Vendor shall maintain professional liability coverage for a minimum of three (3) years after completion of the services rendered under this Contract.

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

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

## 13) PERFORMANCE BOND

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

## 14) METHOD OF COMPENSATION

View Exhibit "B", Method of Compensation.

## 15) CONTRACT DOCUMENT

### STANDARD WRITTEN AGREEMENT

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

## **16) 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.

## **17) 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, 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.

## **18) 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.

## **19) SCRUTINIZED COMPANIES LISTS**

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

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

## **20) 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.

## **21) 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.

## **22) 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.

## **23) 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.**

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

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response for this preference.

## **25) COPYRIGHTED MATERIAL**

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

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

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT-12/13-8006-RM - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

## **27) MAIL OR DELIVER BIDS TO: (DO NOT FAX)**

**Florida Department of Transportation  
Florida's Turnpike Headquarters  
Florida's Turnpike, M.P. 263.0  
Turkey Lake Service Plaza, Bldg. 5315  
Ocoee, Florida 34761  
Attn: Robin Morgan  
Phone # (407) 264-3697**

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, Schedule of Events). Bids which for any reason are not so delivered, will not be considered.

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

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

## **29) BID OPENING**

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Schedule of Events. All bid openings are open to the public.

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

### 30.1 - 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 Schedule of Events, 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, 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.

### 30.2 - 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 30.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

### 30.3 - 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.



### **31) 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) Standard Written Agreement executed by both parties.

### **32) ATTACHED FORMS**

Form 1 – Certification of Experience Documentation (two (2) pages)  
Form 2 – Drug Free Workplace Program Certification  
Form 3 – Contractor Notification – Asbestos-Containing Materials  
Form 4 – Scrutinized Companies Lists (bids of \$1 million or more)  
Form 5 – Corporate Resolution

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

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

1. Standard Written Agreement
2. Special Conditions
3. Exhibit “A” – Scope of Services
4. Exhibit “B” – Method of Compensation
5. Exhibit “C” – Bid Blank
6. Attachments
7. Instructions to Respondents (PUR 1001)
8. General Conditions (PUR 1000)

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

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

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



**PUR 1000 GENERAL CONTRACT CONDITIONS**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**State of Florida  
PUR 1000  
General Contract Conditions**

**Contents**

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.

- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

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

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

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

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

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

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be

negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

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

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

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

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

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

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

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

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If

any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

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

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

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

the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the Contract or purchase order, or two (2) times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. the Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

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

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

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL**



**CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.**

Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of this paragraph shall survive the Contract.

**34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

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

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

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

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

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

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or

representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.



**PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**State of Florida  
PUR 1001  
General Instructions to Respondents**

**Contents**

1. Definitions.
2. General Instructions.
3. Electronic Submission of Responses.
4. Terms and Conditions.
5. Questions.
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
- [10. Manufacturer's Name and Approved Equivalents.](#)
11. Performance Qualifications.
12. Public Opening.
13. Electronic Posting of Notice of Intended Award.
14. Firm Response.
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
19. Public Records.
20. Protests.
21. Limitation on Vendor Contact with Agency During Solicitation Period

**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

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

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

**7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount twenty five (\$25,000) thousand provided in section 287.017 of the Florida Statutes.

**8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

**9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three (3) years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-(3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.



- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

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

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

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

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

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

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

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

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

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy two (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.



**FORMS**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**CERTIFICATION OF EXPERIENCE DOCUMENTATION**

I, \_\_\_\_\_, \_\_\_\_\_, of  
(Print/Type Name) (Title)

\_\_\_\_\_, hereby certify that this Company has been in  
(Name of Business)

business for a minimum of  4  years and has the experience to perform the services requested by ITB-DOT-12/13-8006-RM.

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise to inquire for references as to my performance.

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

Name of Business: \_\_\_\_\_

**Note:** Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Attach additional sheets as necessary.)

Date: (Mo. & Yr.): From \_\_\_\_\_ To \_\_\_\_\_ Dollar Value of Project: \$ \_\_\_\_\_

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

Date: (Mo. & Yr.): From \_\_\_\_\_ To \_\_\_\_\_ Dollar Value of Project: \$ \_\_\_\_\_

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

Date: (Mo. & Yr.): From \_\_\_\_\_ To \_\_\_\_\_ Dollar Value of Project: \$ \_\_\_\_\_

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

Date: (Mo. & Yr.): From \_\_\_\_\_ To \_\_\_\_\_ Dollar Value of Project: \$\_\_\_\_\_

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (     ) \_\_\_\_ - \_\_\_\_\_ Fax: (     ) \_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

---

---

Date: (Mo. & Yr.): From \_\_\_\_\_ To \_\_\_\_\_ Dollar Value of Project: \$\_\_\_\_\_

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (     ) \_\_\_\_ - \_\_\_\_\_ Fax: (     ) \_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

---

---

Date: (Mo. & Yr.): From \_\_\_\_\_ To \_\_\_\_\_ Dollar Value of Project: \$\_\_\_\_\_

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (     ) \_\_\_\_ - \_\_\_\_\_ Fax: (     ) \_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

---

---

Date: (Mo. & Yr.): From \_\_\_\_\_ To \_\_\_\_\_ Dollar Value of Project: \$\_\_\_\_\_

Client Name: \_\_\_\_\_ Client's Project Manager: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (     ) \_\_\_\_ - \_\_\_\_\_ Fax: (     ) \_\_\_\_ - \_\_\_\_\_

Project Description: \_\_\_\_\_

---

---

Name of Business: \_\_\_\_\_

**FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE**

**DRUG-FREE WORKPLACE PROGRAM,  
VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,  
NOTICE OF INTENT TO SUBLET**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name) Owner, President, Vice President or Designated Officer (Corp. Resolution\*) (Title)  
 of \_\_\_\_\_, hereby certify that;  
(Name of Business)

**A. Drug-Free Workplace Program Certification**

This firm \_\_\_\_ (has) \_\_\_\_ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, F.S.

**B. Vehicle Operator License & Vehicle Registration**

All operators driving Bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 F.S., and further states that all vehicles operated, or caused to be operated by said Bidder;

- Meet the financial responsibility requirements in accordance with Chapter 324 F.S., and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 F.S, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 F.S., and shall remain so for the duration of the Contract.

**C. Notice of Intent to Sublet**

We \_\_\_\_ (do) \_\_\_\_ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractors</u>	<u>Percent</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

\*Percentage must not be for more than 49% of contract total

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner, President, Vice President or Designated Officer (Corp. Resolution\*)

\*If person signing the form is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

**FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE**

**CONTRACTOR NOTIFICATION**

**TO:** All Contractors

**FROM:** Turnpike Asbestos Coordinator  
(954) 975-4855  
Pompano Beach, Florida

**SUBJECT:** ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

---

It is possible that you may encounter Asbestos-containing materials (ACM) while working in State-owned buildings since ACM are present in many of these buildings. The presence of ACM does not necessarily mean that a hazard exists. However, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid disturbance of ACM.

Prominently posted in each building is an "Occupant Notification" which summarizes known locations of ACM in that building. An Operations and Maintenance (O & M) plan has been developed for these known locations of ACM. Since the known locations may or may not include all ACM, workers must exercise caution and be watchful for materials that might contain asbestos. You must avoid inadvertently disturbing ACM or suspected ACM as you carry out your work.

If you need additional information regarding ACM in a particular building or would like to see a copy of the O & M Plan, contact the Building Asbestos Contact Person (BACPer) responsible for that building or the Turnpike Asbestos Coordinator. The specific designated BACPer (name and telephone) is listed on the "Occupant Notification".

If your work necessitates the disturbance of ACM, you shall take all precautions necessary to protect human health and the environment from asbestos fibers. At a minimum, you must use the procedures found in the O & M Plan; comply with all federal, state and local laws governing work with asbestos; assure that your employees are medically certified, trained and equipped with the proper personal protective devices for safe handling of ACM; and ensure that all employees performing work with ACM related to State-owned buildings execute a "Certificate of Worker's Acknowledgment" prior to beginning work. Immediately upon inadvertently or before disturbing ACM in any State-owned building you must notify the designated BACPer.

**ACKNOWLEDGMENT OF ASBESTOS WARNING**

I, \_\_\_\_\_ (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution\*) \_\_\_\_\_ (Title)  
of \_\_\_\_\_, hereby acknowledge receipt of the above memorandum about  
(Name of Business)

Asbestos-Containing Materials (ACM) Information for Turnpike Facilities and information on how to contact the Building Asbestos Contact Person (BACPer), for information regarding how to find out where asbestos-containing materials are located and how to avoid any contact with ACM.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner, President, Vice President or Designated Officer (Corp. Resolution\*)

\* If person signing the form is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

**FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE**

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 agencies from contracting with companies 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 List. Both lists are created pursuant to section 215.473, Florida Statutes.

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

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

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

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

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



## CORPORATE RESOLUTION OF

---

(recite name of Business)

**WHEREAS**, it is in the best interests of this corporation to enter into a contract with the State of Florida, \_\_\_\_\_ Department \_\_\_\_\_ of \_\_\_\_\_ Transportation \_\_\_\_\_ for

**NOW THEREFORE, IT IS RESOLVED**, that \_\_\_\_\_ (title of authorized officer; (e.g., John Doe, Regional Sales Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, \_\_\_\_\_ Department \_\_\_\_\_ of \_\_\_\_\_ Transportation, \_\_\_\_\_ in consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

## CERTIFICATE OF RESOLUTION

I, \_\_\_\_\_, secretary of \_\_\_\_\_ (name of Business), a Florida Business, or a Business founded in the State of \_\_\_\_\_, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Signature of Secretary

---

Name of Secretary printed or typed



**STANDARD WRITTEN AGREEMENT**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

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

Agreement No.: \_\_\_\_\_

Financial Project I.D.: 000164-1-81-01

F.E.I.D. No.: \_\_\_\_\_

Appropriation Bill Number(s)/Line Item Number(s) for 1<sup>st</sup> year of contract, pursuant to 216.313, F.S. \_\_\_\_\_  
(required for contracts in excess of \$5 million)

Procurement No.: ITB-DOT-12/13-8006-RM

D.M.S. Catalog Class No.: 991-490

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

1. SERVICES AND PERFORMANCE

In connection with seeking a qualified Vendor to provide qualified, quality oriented, landscaping Vendor to provide comprehensive landscape, lawn and irrigation maintenance services for the grounds of the Turnpike Enterprise Office of Toll Operations, located at 7941 Glades Road, Boca Raton, FL 33434. The work shall include, but is not limited to, providing all labor, materials, supervision, equipment, delivery, incidentals and related items necessary to complete the work in accordance with this Scope of Services. The Vendor shall ensure that all materials, equipment and incidentals incorporated into the work area are completely free of any type of asbestos materials. The Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit “A,” attached hereto and made a part hereof.

- A. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- B. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- C. 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 Status, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- D. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- E. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the Executive Director and Chief Executive Officer, Florida’s Turnpike Enterprise

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or two (2) years, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- Services shall commence on or around October 29, 2012 and shall be completed by two (2) years or date of termination, whichever occurs first.
  - Services shall commence upon written notice from the Department’s Contract Manager and shall be completed within \_\_\_\_\_ or date of termination, whichever occurs first.
  - Other: See Exhibit “A”
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
  - This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; 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 Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department’s Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3- Travel, Department’s Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 150,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 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 with this Agreement in the amount of \$ \_\_\_\_\_.

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

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

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. 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, paper, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement 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 Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

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

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

- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of the state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
- (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.

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

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (a) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (b) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

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

be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

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

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

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

## 8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representative, 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 subcontract under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal actions may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.



I. Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

K. The following attachments are incorporated and made a part of this agreement:  
Exhibit “A”, Attachments “A” and “B”, Exhibit “B”, and Exhibit “C”, PUR 1000, and PUR 1001

L. Other Provisions:

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

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

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

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

Diane Gutierrez-Scaccetti  
(Print/Type)

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

Title: Executive Director and CEO

---

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

\_\_\_\_\_  
Procurement Office

\_\_\_\_\_



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**EXHIBIT "A"**

## EXHIBIT "A"

### SCOPE OF SERVICES

#### 1.0 Introduction and Definitions

The Florida Department of Transportation (FDOT), Turnpike Enterprise seeks to obtain the services of a qualified, quality oriented, landscaping Vendor to provide comprehensive landscape, lawn and irrigation maintenance services for the grounds of the Turnpike Enterprise Office of Toll Operations, located at 7941 Glades Road, Boca Raton, FL 33434.

##### 1.1 Definitions

- A. Department: Florida Department of Transportation, Turnpike Enterprise.
- B. Department's Contract/Project Manager: The Department's representative responsible for assessing Vendor performance and enforcing all terms and conditions of the Contract.
- C. Vendor: The firm retained by the Department to perform all landscape, lawn and irrigation maintenance services as described throughout Exhibit "A" (Scope of Services).
- D. Vendor's Project Manager: The individual designated by the Vendor to coordinate, inspect, make recommendations and provide detailed reports to the Department's Contract/Project Manager for all services provided under the terms and conditions of this Contract.

#### 2.0 Site Overview

The Vendor shall be responsible for field verifying all existing site conditions prior to submitting their bid. Additional project sites may be added to or deleted from this Contract by an executed amendment agreement during the term of the Contract.

#### 3.0 Vendor Qualifications and Certifications

The Vendor shall maintain and keep in force throughout the term of the contract, renewals and extensions, the requirements specified within the Scope of Services. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and may be subject to the terms of Chapter 6, Termination and Default, of the Standard Written Agreement.

##### 3.1 Location

The Vendor's place of business shall be located within sixty (60) miles from the project site. The Vendor's Project Manager must be available to respond, during normal working hours, within one (1) hour by phone and within two (2) hours on site if requested by the Department's Contract/Project Manager.

### **3.2 Certification**

The Vendor shall hold a valid and current Business Tax Receipt as a Landscape Vendor, in accordance with all appropriate State, County and City laws, authorizing the Vendor to perform the specified work within the Scope of Services in Palm Beach County and within the city limits of Boca Raton Florida. The Vendor or approved sub-vendor shall also have in force throughout the term of this Contract, an active Irrigation Contractor's License and a Certified Pest Control Applicator License.

### **3.3 Certification of Experience**

The Vendor shall have been in business providing landscape lawn and irrigation services for a minimum of four (4) years. Of the four (4) years in business, the Vendor shall have performed landscape lawn and irrigation services for a minimum of two (2) consecutive years for a similar size facility as of the Toll Operations complex along with similar services as being requested within the Scope of Services. The Vendor shall provide a minimum of four (4) active account references of similar size and services on the Certification of Experience Documentation Form attached in the contract bid package.

### **3.4 Landscape, Lawn and Irrigation Standards**

The Vendor shall be a member of or familiar with and responsible for performing all work in accordance with the following standards. Where there is a conflict with other specified requirements, the most restrictive shall govern.

- 3.4.1 Tree Care Industry Association (TCIA)  
(Formerly the National Arborist Association)
- 3.4.2 International Society of Arboriculture
- 3.4.3 Standard as established by the Florida Department of Grade and Standards for Nursery Plants
- 3.4.4 The Florida Chapter of the American Society of Landscape Architects (FLASLA)
- 3.4.5 Florida Irrigation Society

## **4.0 Vendor's Responsibilities**

It is the Vendor's responsibility to field verify and determine all efforts, equipment, labor and information necessary to provide and maintain the highest quality of landscape, lawn and irrigation maintenance and services as described throughout the terms and conditions of this Contract. The determination of accurate site layout, existing conditions, and extent of work to be performed and the conditions surrounding the performance thereof shall rest solely with the Vendor. The failure or neglect for the Vendor to familiarize themselves with the project site, proposed work, existing conditions and the type and quantity of services required, shall in no way relieve the Vendor from any obligations with respect to its bid or contract performance.

### **4.1 Project Supervision / Quality Assurance / General Requirements**

The Vendor shall supervise and direct all work completely and efficiently in accordance with the terms and conditions of this Contract. The Vendor shall be

solely responsible for the means, methods, techniques and sequence of work.

- 4.1.1 The Vendor shall provide a Project Manager who shall be available during all landscape, lawn, irrigation and other maintenance and services to inspect oversee and correct problems as needed. The Vendor's Project Manager shall ensure the provision of quality services and address all Department concerns. The Vendor's Project Manager shall regularly meet (weekly) with the Department's Contract/Project Manager or delegate to inspect all work and review all work schedules and site conditions.
- 4.1.2 Except as otherwise specified herein, the Vendor shall have exclusive control over the manner and method of performing all landscape, lawn and irrigation services provided they receive prior approval from the Department's Contract/Project Manager. The Vendor shall ensure that all employees and sub-vendors, utilized for this Project, conform to all safety and other site rules and regulations governed by the Department and all applicable State and Local agencies governing landscape, lawn, irrigation and other maintenance services.
- 4.1.3 The Vendor shall comply with all applicable Laws, Ordinances, Rules and Regulations and shall promptly notify the Department, in writing, if any contract provision, including but not limited the Department's Scope of Services, is at variance therewith.
- 4.1.4 The Vendor shall comply with all Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation rules and regulations governing the application and disposal of any and all chemicals or hazardous materials and dispose of cuttings, trash and chemicals that may be used under the terms of this Contract in a proper manner.
- 4.1.5 The Vendor, Vendor's employee's and approved sub-vendors shall comply with all rules and regulations set forth by the Department with respect to the facilities and grounds.
- 4.1.6 Restricting operations from all areas that have not been designated by the Department's Contract/Project Manager or delegate as work site areas. The Vendor, Vendor's employees and/or sub-vendors shall not enter any administrative buildings or facilities unless specifically directed to do so by the Department's Contract/Project Manager.
- 4.1.7 Assigned personnel performing services for this Project shall be appropriately attired while on the work site. All employees shall be uniformed. Uniforms shall include the Vendors company name and/or logo on his/her shirt and/or cap. Any personnel not properly uniformed shall be directed to leave the grounds. All Department approved sub-vendors shall also be held accountable for being properly uniformed.
- 4.1.8 Any Vendor personnel or sub-vendors performing work in a reckless or unsafe manner shall be directed to leave the grounds immediately.

- 4.1.9 The Vendor shall furnish all labor, materials, equipment and incidentals necessary to adequately protect all employees, visitors, workers, grounds, facilities, exterior surfaces and property during all landscaping, lawn, irrigation and other services.
- 4.1.10 The Vendor shall ensure that all equipment used for this Project is in good working order and that the equipment has not been altered in any way from its intended use. All safety and personal protection devices shall be properly used as designed by the equipment manufacturer. All equipment used on this Project shall comply with all noise restrictions and requirements of State and local governing agencies.
- 4.1.11 The Vendor must have the capabilities and resources to identify and resolve all lawn, landscaping, soil, irrigation and other problems such as but not limited to; lack of proper plant, tree and lawn nutrition over or under watered conditions, early detection and remedy for insect control.
- 4.1.12 The Vendor shall have the capabilities, resources and proper equipment to remove and replace trees, shrubs and lawns in a manner that meets industry standards and to ensure that the proper systems are in place to promote proper growth i.e. irrigation, fertilizer and other.
- 4.1.13 The Vendor shall provide weekly reports to the Department's Contract/Project Manager, the reports shall include the following information: work performed prior week, work performed current week, identify all landscape, lawn and irrigation deficiencies with a proposed corrective action plan with expected dates of completion.

## **5.0 Services and Schedules**

The Vendor shall execute all landscape and lawn maintenance services in an orderly, timely and efficient manner, utilizing qualified and experienced workers, in strict conformity with the Scope of Services and industry standards. The Vendor shall adhere to all current commercial landscape lawn and irrigation maintenance and service standards. At minimum, the Vendor shall perform all maintenance and services according to the schedules and specifications stated herein.

All services shall be provided using the most appropriate industry standards and equipment. The Vendor shall furnish all labor, equipment, tools, materials, supplies, safety equipment, transportation and other incidentals necessary to perform all required services.

### **5.1 Weekly Mowing Services**

During the period of May 1 through October 31, all grass areas located throughout the project site shall be cut on a weekly basis. All grass areas shall be cut to a height of two (2) inches. **All weekly mowing services shall be performed Monday through Friday from 5:00 a.m. to 9:00 a.m., unless otherwise approved, in advance, by the Department's Contract/Project Manager.**

## 5.2 Bi-Weekly Mowing Services

During the period of November 1 through April 30, all grass areas located throughout the project site shall be cut on a bi-weekly basis. All grass areas shall be cut to a height of two (2) inches. **All bi-weekly mowing services shall be performed Monday through Friday from 5:00 a.m. to 9:00 a.m., unless otherwise approved, in advance, by the Department's Contract/Project Manager.**

## 5.3 Landscape Maintenance Services

All trees, shrubbery, hedges and other landscape materials will be sheared and pruned on a bi-weekly basis throughout the term of this Contract. All landscape material shall be maintained in a superior manner in order to optimize intended shape, size and growth potential for each type of plant variety. The Vendor shall maintain the appearance of all landscape areas to aesthetically pleasant standards in conformance with this Contract and the Department's Contract/Project Manager's assessment. **All landscape maintenance services shall be performed on Saturdays after 1:00 p.m. and/or Sundays, unless otherwise approved, in advance, by the Department's Contract/Project Manager.**

- 5.3.1 In the event that any landscape materials, including but not limited to; trees, shrubs, grass and other planted materials are damaged due to Vendor neglect or lack of preventative/predictive maintenance, the Vendor shall bear sole responsibility for replacement of equal quality ensuring a healthy, uniform and aesthetically pleasing landscape environment. The replacement shall be completed expeditiously and with the same quality and size materials in the surrounding areas. All required replacements shall be provided at no additional cost to the Department when determined the cause is due to poor maintenance, lack of proper preventative and/or predictive maintenance.
- 5.3.2 Notification of all replacement deemed necessary by the Department's Contract/Project Manager shall be made to the Vendor via certified mail or e-mail notification. The Vendor shall have thirty (30) days to complete full replacement of any and all damaged landscape items.
- 5.3.3 The Department reserves the right to complete said replacement upon the expiration of the thirty (30) day requirement and shall deduct the total cost of the items including all associated installation and removal costs from the Vendors monthly invoice.
- 5.3.4 All trees shall be maintained free from tree limbs or over growth ensuring a minimum clearance of seven (7) feet from the base of each tree. All trees shall be trimmed in accordance with the best industry standards and/or as directed by the Department's Contract/Project Manager. All trees shall be regularly trimmed around all signs, poles and ground lights to allow for full range of visibility and lighting output. Clear visibility of all signs and lighting shall be maintained.

- 5.3.5 All shrubs and hedges shall be maintained with a minimum of three (3) feet clearance from the face of all building walls.
- 5.3.6 Weed control in plant and open landscape beds, grounds between beds, plant areas, mulch beds, sidewalk joints, curbs, along parking lot areas and all other landscape areas shall be performed using appropriate manual (hand-pulling) and chemical (environmentally safe herbicide) procedures. Pre- and post emergent herbicides shall be applied with care ensuring not to injure adjacent desirable plants.
- 5.3.7 All herbicides used shall be pre-approved by the Department's Contract/Project Manager or delegate prior to use. The Vendor shall provide a copy of all Material Safety Data Sheets (MSDS) for all chemicals proposed for use to the Department's Contract/Project Manager. All proposed chemicals shall be certified as environmentally safe. All chemicals shall be applied by a certified and licensed applicator.

The Vendor shall have the appropriate license and certifications to apply such chemicals.

**Note:** The Vendor shall maintain all trees, shrubs, hedges, lawns and other planted landscape materials in such a manner that will ensure a uniformed neat and healthy appearance year round. The Vendor shall ensure all efforts are made to promote a healthy lush lawn free of weeds, brown patches and uneven cuts. The Vendor shall ensure all efforts are made to control insects that could cause damage to the above mentioned areas and that the soil, water and other conditions are appropriate for a healthy and lush landscape and lawn.

#### **5.4 Mulching Services**

To maintain the original landscape architectural design of the facilities, the Vendor shall replenish all mulch areas, as needed, throughout the term of this Contract. All mulch areas shall be maintained at a depth of two (2) inches throughout the term of this Contract. Annually, the Vendor shall remove all mulch from mulch beds and replace with new mulch at a minimum depth of two (2) inches. The Vendor shall properly dispose of all removed mulch. The new mulch shall be free of insects and other contaminating bugs and diseases as to protect the plant material it will surround.

- 5.4.1 The Vendor shall not be permitted to dispose of the mulch in the Department's waste containers. Prior to replacing or replenishing any mulch areas, the Vendor shall provide a sample of proposed mulch and appropriate documentation to the Department's Contract/Project Manager for approval.

#### **5.5 Fertilizing and Feeding Services**

The Vendor shall ensure proper fertilizer and feeding of all landscape, trees, lawn and other plant materials. At minimum and as appropriate, the Vendor shall ensure fertilizing and feeding is undertaken according to the schedule outlined below. All lawn, trees, shrubbery and other landscape materials and items shall be fertilized in a manner to maximize health and growth throughout the year. The Vendor shall use environmentally safe products and shall submit all Material



Safety Data Sheets (MSDS) to the Department's Contract/Project Manager for approval prior to applying any chemicals or fertilizer on this Project.

#### 5.5.1 **Suggested Fertilizing Schedule**

All fertilizing and feeding products used for landscaping, lawns, shrubs, trees and all other areas shall be pre-approved by the Department's Contract/Project Manager or delegate prior to applying any applications. The following schedule shall represent the minimal applications required under this Contract.

- a. Winter application applied during November through February.
- b. Spring application applied during March through May.
- c. Summer application applied during June through August.
- d. Fall application applied during October.
- e. All shrubs, hedges and trees shall be fertilized on a quarterly or as needed basis to maximize growth and sustain a healthy fullness appearance.

The Vendor shall ensure that the schedule indicated above meets all industry and environmental standards and requirements to ensure a healthy landscape.

#### 5.6 **Sprinkler/Irrigation System Maintenance and Services**

On a weekly basis and/or immediately after each lawn cutting service, the Vendor shall inspect and make proper repairs and/or adjustment as needed to the Department's irrigation system to ensure proper operation maximizing the health and growth of all landscape materials. These activities shall ensure maximum effectiveness of the irrigation system.

- 5.6.1 The Vendor shall be fully responsible for regularly testing, inspecting, adjusting and maintaining all irrigation components of the irrigation system to ensure proper operations. The Vendor shall be responsible for repairing and/or replacing damaged or missing sprinkler heads, nozzles, sprinkler risers and riser couplings in a timely manner to ensure proper and effective irrigation system operations at all times.
- 5.6.2 Upon each inspection of the irrigation system the Vendor shall provide a detailed list of deficiencies to the Department's Contract Project Manager identifying all parts and labor necessary to repair the irrigation system. The Vendor shall include a cost estimate for all billable repairs. Billable repairs shall be considered all parts not included in 5.6.1 (underground plumbing, time clocks, valves, motors, wiring, rain sensors, well pumps and other).
- 5.6.3 The Department may elect to obtain price quotes and have the necessary work performed by other irrigation Vendors for all billable repairs as outlined in 5.6.2.
- 5.6.4 The Vendor shall submit a detailed irrigation inspection report to the Department's Contract/Project Manager or delegate upon

each inspection. The report shall include the current operating condition of the system and any repairs or replacement performed. All required repairs shall be scheduled and completed in a timely manner to ensure that no landscape materials are impacted or damaged. The Vendor shall make all necessary adjustments to the irrigation system to ensure that all landscape and lawn materials are healthy and aesthetically pleasing at all times.

- 5.6.5 The Vendor, or approved sub-vendor, shall have in force throughout the term of this Contract, an active **Irrigation Contractor's License**. The licensed Vendor shall be present for all irrigation system inspections and shall make recommendations for all required repairs or replacements. The Vendor shall maintain the irrigation system in compliance with all local watering restrictions.
- 5.6.6 The Vendor shall be compensated for certain irrigation component replacement parts on a material cost plus a fixed percentage mark-up and a fixed labor cost per hour. The Vendor shall not be compensated for replacement parts or labor hours due to irrigation damages caused by the services being performed by the Vendor's crew or sub-vendors.

## **5.7 Pesticide Application and Services**

At minimum, on a monthly basis and/or as needed, all lawn areas, trees, shrubs, mulch beds and other landscape areas shall be professionally treated for extermination of pests, insects, fungus, or parasites and disease to ensure healthy growth and aesthetically pleasing appearance of all landscape materials and areas.

- 5.7.1 All chemicals used shall meet or exceed commercial landscape industry standards and shall ensure maximum growth and health of all landscape material. The Vendor, or approved sub-vendor, providing pesticide services shall possess a **Certified Pest Control Applicator License**. The licensed agent or employee of the Vendor shall be present during each application. The Vendor shall ensure appropriate application to ensure maximum effectiveness of pesticides. The Vendor shall provide additional applications, when required. The Vendor shall take immediate corrective action if pesticide services cause damage to grass or landscape materials or areas of the facility, equipment, sidewalks, grounds, lighting and other Department property.
- 5.7.2 Upon completion of each service, the Vendor shall place appropriate signage in all areas where pesticide services were performed. Additionally, the Vendor shall provide a detailed report to the Department's Contract/Project Manager identifying services performed, condition of grounds, required corrective action, and schedules for all follow-up services.
- 5.7.3 Prior to proceeding with any pesticide services, the Vendor shall provide all Material Safety Data Sheets (MSDS) of all proposed

chemicals to be used for this project to the Department's Contract/Project Manager.

## **5.8 Site Control/Clean-up**

Upon completion of each service requirement, the Vendor shall ensure that all areas of the project site including, but not limited to, the loading dock, sidewalks, walkways, entrances, parking lot, landscaped areas and ponds are free of debris, grass clippings, weeds, mulch, tree trimmings, landscape materials and all landscaping tools and/or equipment. The Vendor shall properly dispose of all debris and landscape materials in strict accordance with Orange County Codes and Ordinances. The Vendor shall not utilize the facilities trash bins to discard any landscape materials, debris or other waste from its operations.

All landscape and grass debris shall be removed using an appropriate method (vacuum or blower). Grass cuttings and landscape trimmings shall not be blown into the streets or into other landscape areas.

- 5.8.1 The Vendor shall be available for emergency services such as debris removal due to bad weather conditions such as a storm, hurricane or other acts of nature. The Vendor shall place a high priority on responding to an emergency request for clean-up within a twelve (12) hour response time.

## **6.0 General Notes**

All lake and retention pond banks shall be mowed to water's edge. All grass areas shall be properly maintained as described throughout the Scope of Services. In the event of loss or damages to any trees, hedges, grass and other landscape materials including all irrigation components, due to Vendor's neglect and/or lack of preventative/predictive maintenance or carelessness of services being performed, the Vendor shall bear sole responsibility for full replacement including all labor cost for removal and replacement of equal quality ensuring a healthy, uniform and aesthetically pleasing landscape environment.

- A. The Vendor shall meet with the Department's Contract/Project Manager for approval of methods and schedules to complete required services prior to the start of the Contract.
- B. All grass areas adjacent to paved surfaces or structural edges such as sidewalks, curbs, walkways, driveways, parking lots, retaining walls, and plant and tree beds shall be edged with a blade edger in order to maintain a clean, crisp and consistent edge line. Edging shall be performed each time grass is cut to prevent an overgrowth build-up.
- C. Weeding of all plant beds and all other landscape areas shall be performed as necessary to control weed population and to maintain healthy plants with a neat appearance at all times. Ground cover beds infested with weeds shall be chemically treated with an environmentally safe herbicide.
- D. The Vendor shall be responsible for field verifying all efforts, equipment, labor and administrative duties necessary to provide and maintain the highest quality of landscape and lawn maintenance services as described throughout this Contract. The determination of accurate site layout, conditions and extent of work to be performed and the conditions

surrounding the performance thereof shall rest solely with the Vendor. The failure or neglect of the Vendor to familiarize itself with the project site, proposed work, existing conditions and the type and quantity of services required, shall in no way relieve the Vendor from any obligations with respect to its bid or contract performance.

## **7.0 Roadway Traffic Regulations**

The Vendor, Vendor employees and sub-vendors shall obey and comply with all traffic regulations pertaining to Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) and Index 600 of the Department's Roadway and Traffic Design Standards.

- A. The responsibility for installation and maintenance of adequate traffic control devices and warning devices to protect the traveling public and workers, as well as to safeguard the work area, shall rest with the Vendor.
- B. The Vendor's work shall not impede the flow of traffic. The Vendor shall operate vehicles and equipment in a manner that will not create a hazard or hinder persons or property in the vicinity of the work or adjacent to the Department's property.
- C. No U-turn shall be permitted at median openings, maintenance gates, or such other openings that are intended for the use of work or emergency vehicles and/or that are provided to others under separate agreement, as a condition of this Contract. The Vendor may utilize the U-turn feature available to the general public at the service plazas.

## **8.0 Permitting**

The requirements for obtaining permits for work performed at the work site shall be coordinated with the appropriate State and/or local Government agencies.

- A. All fees and costs resulting from or associated with the procurement or execution of permit requirements shall be at the sole expense of the Vendor. Such fees and costs should be incorporated into the Vendor's bid price, the Vendor shall give all notices, secure all required permits and pay for all fees required by City, County, State, Federal and/or other regulatory agencies for operating and performing landscape services required under this Contract.

## **9.0 Liquidated Damages**

The Department shall assess damages in the amount of one percent (1%) per day of the Contract annual amount for failure to satisfactorily complete any of the service requirements according to the specifications, schedules or time requirements specified herein. Unforeseen conditions beyond the control of the Vendor which delay compliance will be taken into consideration at the discretion of the Department's Contract/Project Manager.

## **10.0 Loss and Damages**

In the event of property loss or damage, the Department's Contract/Project Manager will meet with the Vendor's Project Manager to complete inspection reports and assess damages. The Department will provide a cost estimate for required repairs. The Vendor shall make, within twenty (20) working days of the

Department's notification of damages, a settlement offer for all damages as a result of the Vendor operations. The Vendor shall submit payment for Department claims within the twenty (20) days as indicated herein. Failure of the Vendor to meet the settlement and payment requirements shall result in the Department imposing liquidated damages against the Vendor in the amount of one hundred dollars (\$100.00) per day, per claim, to be paid by the Vendor to the Department for each day in excess of the twenty (20) working day requirement. This requirement shall include damages caused by any sub-vendor utilized by the Vendor under this Contract.

- A. The Vendor shall notify the Department's Contract/Project Manager or delegate or the Department's Security Officer of any incident, accident or damage to persons, vehicles or property incurred during work performed by the Vendor of any sub-vendors. The Vendor shall provide, within twenty-four (24) hours of any incident, a written narrative report describing, at a minimum, the events and circumstances surrounding the occurrence of damages.
- B. The Vendor shall take immediate and effective action during any incident to ensure damages are minimized.
- C. The Vendor shall perform all minor repairs or replacement of any damaged areas, equipment, components or other items caused by the Vendor, its employees or sub-vendors performing services under this Contract. All minor repairs or replacements shall be accomplished utilizing qualified craftsmen with experience within the disciplines or trades necessary to complete the type of work required.
- D. The Vendor shall be responsible for the security of all landscape equipment and materials used for this project during all operations. The Vendor, during the provision of services, shall assume sole responsibility for damages or accidents involving privately owned property, including but not limited to, all vehicles located on the project site.
- E. The Department shall not assume liability for lost, stolen or damaged equipment or materials provided by the Vendor to perform landscape and lawn maintenance services.

#### **11.0 Safety and Protection**

The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Vendor shall take all necessary precautions for the safety of workers and the public, and shall provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the worksite and other persons who may be affected thereby.
- B. All work, materials and/or equipment to be incorporated therein, whether in storage on or offsite.
- C. Other property at the site and/or adjacent thereto, including trees, lawns, walkways, pavements, roadways, structures and utilities.
- D. The Vendor shall assume full liability for compliance with all federal, state and local regulations pertaining to the protection of workers and persons occupying adjacent Turnpike property.

- E. In emergencies affecting the safety or protection of person(s) or the work or property at the project site or adjacent thereto, the Vendor, without special instruction or authorization from the Department's Contract/Project Manager, is obligated to act to prevent threatened damage, injury or loss. The Vendor shall immediately report such incidents to the Department's Contract/Project Manager.

## **12.0 Subletting Work**

The Vendor shall not sublet, assign or transfer any work responsibilities under this Contract, without prior written consent from the Department's Contract/Project Manager. After written consent of the Department, the Vendor shall be permitted to sublet a portion of the work but shall perform with his/her own organization, work amounting to not less than seventy-five (75%) of the total contract amount.

Any and all sub-vendors are required to be qualified and certified in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. Subletting of work shall not relieve the Vendor of his/her respective responsibilities or liabilities.

## **13.0 Department's Responsibilities**

All work under this Contract will be under the administration of the Florida Department of Transportation, Turnpike Enterprise.

The Department will assign a Contract/Project Manager to administer the terms and conditions and to oversee the day-to-day work assignments and inspections. The Department's Contract/Project Manager will be Deborah Hahn. All work must be coordinated through, the Department's Contract/Project Manager. Ms. Hahn's office is located at address listed below:

### Delivery Address & Mailing Address

Florida's Turnpike Enterprise  
Office of Toll Operations  
7941 Glades Road  
Boca Raton, FL 33434  
Phone: (561) 470-6650

If any changes are made to the above information during the term of the contract, the Department will notify the Vendor by mail, phone or e-mail.

## **14.0 Duration of Contract**

Work shall commence upon the execution by both parties, of the Standard Written Agreement and shall be for two (2) years from the date of execution. Renewals, if any, shall be as provided for in Section 2.B of the Standard Written Agreement.



**ATTACHMENTS**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**ATTACHMENT "A"**  
**CERTIFICATION**  
**DISBURSEMENT OF PREVIOUS PAYMENTS**

Date: \_\_\_\_\_, 2012

Contract No.: \_\_\_\_\_

Financial Project Nos: 000164-1-81-01

**Contract For:**

To release payment for all work performed in the Month of, \_\_\_\_\_ 2012

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

As prime contractor for the above referenced contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Signature) Owner, President, Vice President or Designated Officer (Corp. Resolution\*)

\_\_\_\_\_  
(Address)

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

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Title)

\*If person signing for the Business is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

**CERTIFICATION MUST BE ATTACHED TO INVOICE**



**ATTACHMENT "B"**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF CONTRACT COMPLETION

Contract Number \_\_\_\_\_ FPIN.: 000164-1-81-01

Project Description Comprehensive landscape and Lawn Maintenance Services for the Office of Toll Operations – Boca Raton, Florida

Contractor \_\_\_\_\_

**Contract For:**

**Contract Date** \_\_\_\_\_ **Total Amount \$** \_\_\_\_\_

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments and supplements thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

\_\_\_\_\_  
(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution) \_\_\_\_\_ (Title)

**(Corporate Seal)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing affidavit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_, on behalf of the Vendor. He/She is personally known to me or has  
(Print / Type Name of Person Signing Above)

produced \_\_\_\_\_, as identification.  
(Type of Identification)

Notary Public: \_\_\_\_\_  
(Signature)

**(Notary Stamp)**

Type/Print Name: \_\_\_\_\_

\* If person signing the form is someone other than the Owner, President, or Vice President, a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

**CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE**



**EXHIBIT "B" METHOD OF COMPENSATION**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

## EXHIBIT "B"

### METHOD OF COMPENSATION

#### COMPREHENSIVE LANDSCAPE AND LAWN MAINTENANCE SERVICES FOR THE OFFICE OF TOLL OPERATIONS – BOCA RATON, FLORIDA

##### 1.0 General

The Vendor shall accept the compensation as provided in this Contract as full payment for furnishing all labor, materials and equipment; for performing all work under this Contract; and for all other costs including, but not limited to, tolls, dump fees, fuel, permits and any documentation required in this Contract. All work specified herein, or implied in any way in the specifications, shall be done regardless of whether or not the work is specifically defined in any bid item.

##### 1.1 Definitions and Terms

For purpose of this Contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown here below:

*Hours of Operation:* All lawn maintenance services shall be performed Monday through Friday from 5:00 a.m. to 9:00 a.m. and landscape maintenance services shall be performed on weekends, Saturdays after 1:00 p.m. and/or on Sundays, unless otherwise approved, in advance, by the Facilities Manager or designee.

The Contract is governed by budgetary restrictions. The annual reimbursement to the Vendor will be based on the unit price of the actual amount of work authorized for completion and approved by the Contract Manager. Final reimbursement shall not exceed the amount set forth in Exhibit "C", Bid Blank, but may be less than the contract amount since all quantities are estimated and no quantities are guaranteed.

It shall be the responsibility of the Vendor to always ensure that sufficient funding remains within the maximum limiting amount established for the subject contract to complete authorized services. Any changes in the maximum limiting amount shall require execution of an Amendment as specified in Section 1.B of the Standard Written Agreement. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the contract dollar amount, except to the extent said amount is increased by an Amendment. Execution of this Contract does not guarantee that the work will be authorized.

This is an estimated quantities contract whereby the Vendor agrees to furnish the services specified herein during the term of the contract and any renewals and extensions thereto. It is further agreed that the unit price bid by the Vendor shall remain unchanged, if the actual quantities used are less or greater than what is identified. The Department, based on need and availability of budget, may increase or decrease the quantity of services required of the Vendor within the general description of the project.

##### 2.0 Pay Item Definition

The Department agrees to pay the Vendor for the services performed, an amount of compensation and method of payment as described and detailed herein and in Exhibit "C", Bid Blank.

##### 2.1 Comprehensive Landscape and Lawn Maintenance Services

Payment for this activity shall constitute full compensation for furnishing all labor, materials, expendable supplies, equipment, tools, transporting, dump fees and other items required to perform all comprehensive landscape and lawn maintenance services located within the contract limits as specified in Exhibit "A", Scope of Services.

- A. Pay Item No. 1, Weekly Mowing Services (May through October) for all services outlined in Exhibit "A" Section 5.1, The Vendor shall perform mowing, edging, weeding and litter and debris removal. All cutting resulting from the mowing and edging shall be removed from sidewalks and pavements. Payments shall be based on the bid price, per week.
- B. Pay Item No. 2, Bi-weekly Services (November through April) for all services outlined in Exhibit "A" Section 5.2, The Vendor shall perform, mowing, edging, weeding and litter and debris removal. All cutting resulting from the mowing and edging shall be removed from sidewalks and pavements. Payments shall be based on the bid price, per bi-weekly.
- C. Pay Item No. 3, Landscape Maintenance Services (trimming trees, hedges, etc.) for all services outlined in Exhibit "A" Sections 5.3 – 5.3.7. The Vendor shall perform trimming on all trees, shrubbery, hedges and other landscape materials. All cuttings resulting from trimming trees, hedges and shrubbery shall be removed from sidewalks and pavements. Payments shall be based on the bid price, per bi-weekly.
- D. Pay Item No. 4, Mulching Services outlined in Exhibit "A" Sections 5.4 - 5.4.1. The Vendor shall maintain all mulched areas to a minimum depth of two (2) inches throughout the term of this Contract. Payments shall be based on the bid price, per square yard.
- E. Pay Item No. 5, Fertilization and Feeding Services outlined in Exhibit "A" Sections 5.5. – 5.5.1. The Vendor shall perform proper fertilization and feeding of all landscape materials. Payments shall be based on the bid price, per application.
- F. Pay Item No. 6, Sprinkler/Irrigation System Maintenance and Services (monitoring and sprinkler repair/replacement – Non-Billable) outlined in Exhibit "A" Sections 5.6 – 5.6.6. The Vendor shall inspect and make proper repairs and/or adjustments as needed. Payments shall be based on the bid price, per week, as shown in Exhibit "C", Bid Blank.
- G. Pay Item No. 7, Irrigation Parts Allowance for Repairs/Replacement (billable parts) outlined in Exhibit "A" Sections 5.6 – 5.6.3. Payment under the parts allowance covers only the actual cost of parts. The cost shall not include state sales tax, packing, freight, shipping, demurrage, or other handling charges.
- H. Pay Item No. 8, Mark-up Allowance for Billable Parts (not to exceed 25%). This fixed percentage of the parts cost will be full compensation for the delivery, unloading and handling of parts onsite, overhead, profit, sales tax, and other expenses applicable to parts.
- I. Pay Item No. 9, Irrigation Technician/Plumber Hourly Rate for Billable Repairs as outlined in Exhibit "A" Section 5.6.2. Payment will be made on the basis of the hourly rate as shown in Exhibit "C", Bid Blank.
- J. Pay Item No. 10, Pesticide Application Services outlined in Exhibit "A" Sections 5.7 – 5.7.3. The Vendor shall perform pesticide services on all lawn areas, shrubs, mulch beds and other landscape areas. Payments shall be based on the bid price, per month.

### **3.0. Method of Compensation**

#### **3.1 Compensation**

All the anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's bid price. This should also include charges for the use of Florida's Turnpike. No compensation shall be paid separately for travel time, expenses or tolls. The Vendor and any sub-vendor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.

### 3.2 Method of Payment

Payment shall be made based on the actual amount of work completed, in strict accordance with the specifications and approved by the Contract Manager. Work completed under this Contract shall be measured according to the methods outlined in the basis of payment.

### 3.3 Partial Payments

The Department reserves the right to withhold a portion of the Vendor's invoice and/or deny payment to the Vendor when the services listed on the invoice were inadequate, not authorized, or not actually performed.

### 3.4 Invoicing

- A. Payment for services will be made following receipt and approval of a monthly detailed/itemized invoice(s), as specified in Paragraph 1 and 2 immediately below, of all work performed during the month of payment and accepted by the Facilities Manager. Vendor's monthly invoice(s) shall be submitted no later than the 15<sup>th</sup> of each month along with all relevant signed/approved work documents.
  - 1. All invoices shall be typewritten or computer generated on the Vendor's letterhead and shall identify the work performed, parts used, location of work completed, State Contract Number, Financial Project Identification Number(s), Work Document Numbers, dates/times (start/completion) of work, and name of person(s) assigned for such work.
  - 2. Each invoice shall list the Contract pay item, unit cost, quantity, and the total cost for each pay item.
- B. The Vendor shall provide a typewritten summary (cover) sheet on the Vendor's letterhead, with the monthly invoice(s) indicating, but not limited to, the following:
  - 1. The date and the dollar amount of each invoice/work order applicable for the month of billing.
  - 2. The current billing dollar amount and the remainder of funds for the Contract.
  - 3. The time required to perform the work during the month of payment by total "LABOR HOURS". The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work.
  - 4. The cost of the parts required for repair, adjustment and replacement work during that month.
- C. The Vendor shall provide a statement with all but the first pay request, to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department (see Attachment "A"). The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both the Department and the affected sub-vendors, laborers, and material suppliers.

### 3.5 Contract Closing

The Vendor shall submit all the outstanding invoices or issues pertaining to the Contract within forty-five (45) calendar days of the termination date/last day of the term of the Contract. Failure to timely submit the outstanding invoices or issues by the Vendor may be grounds for the Department to close the Contract. The Department shall not be obligated to reimburse the Vendor for any invoice submitted thereafter, unless the Vendor has obtained a written exception to the time limit, from the Department.

- A. The Vendor shall submit a Certificate of Contract Completion with the final invoice (see Attachment "B").
- B. In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting error or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor under this Contract.

### 3.6 Retainage

No retainage shall be withheld from the payments to the Vendor for this Project.



**EXHIBIT "C" BID BLANK**

**ITB-DOT-12/13-8006-RM**

**COMPREHENSIVE LANDSCAPE AND  
LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLL OPERATIONS  
BOCA RATON, FLORIDA**

**000164-1-81-01**

**EXHIBIT "C"**  
**BID BLANK**

**COMPREHENSIVE LANDSCAPE AND LAWN MAINTENANCE SERVICES  
 FOR THE OFFICE OF TOLLOPERATIONS – BOCA RATON, FLORIDA**

**FORMULA (FOR FILLING IN BID BLANK PAY ITEM)**

**QTY OF ITEM X UNIT RATE = PAY ITEM TOTAL**

PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
1	Weekly Mowing Services (May thru October) See Exhibit "A", Section 5.1	Weekly	26	\$ _____.	\$ _____.
2	Bi-weekly Mowing Services (November thru April) See Exhibit "A", Section 5.2	Bi-Weekly	13	\$ _____.	\$ _____.
3	Landscape Maintenance Services (trimming trees, hedges, shrubs etc.) See Exhibit "A", Sections 5.3 – 5.3.7	Bi-Weekly	13	\$ _____.	\$ _____.
4	Mulching Services See Exhibit "A", Sections 5.4- 5.4.1	Square Yard	150	\$ _____.	\$ _____.
5	Fertilizing and Feeding Services See Exhibit "A", Sections 5.5 - 5.5.1	Application	9	\$ _____.	\$ _____.
6	General Sprinkler/Irrigation System Maintenance and Services Monitoring and sprinkler repair/replacement (Non Billable) See Exhibit "A", Sections 5.6 – 5.6.6	Weekly	52	\$ _____.	\$ _____.
7	Irrigation parts allowance for repairs/replacement (Billable Parts) See Exhibit "A", Sections 5.6 – 5.6.3 (Dollars available)	Dollars	\$2,000.00	\$ N/A	\$ 2,000.00

\* All quantities represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged

Name of Business \_\_\_\_\_

**Total Pay Items 1 -7 \$ \_\_\_\_\_.**



**EXHIBIT "C"**  
**BID BLANK**

**COMPREHENSIVE LANDSCAPE AND LAWN MAINTENANCE SERVICES  
 FOR THE OFFICE OF TOLLOPERATIONS – BOCA RATON, FLORIDA**

**FORMULA (FOR FILLING IN BID BLANK PAY ITEM)**

**QTY OF ITEM X UNIT RATE = PAY ITEM TOTAL**

PAY ITEM NO.	DESCRIPTION	UNIT	QTY. OF ITEM*	UNIT RATE	PAY ITEM TOTAL
8	Mark-Up Allowance for Billable Parts (not to exceed 25%)	Percentage	\$2,000.00 (Allowance for Parts)	_____ %	\$ _____.
9	Irrigation Technician/Plumber Hourly Rate For Billable Repairs See Exhibit "A", Section 5.6.2	Hour	80	\$ _____.	\$ _____.
10	Pesticide Application See Exhibit "A", Section 5.7 – 5.7.3	Monthly	12	\$ _____.	\$ _____.

**Total Pay Items 8 – 10 \$ \_\_\_\_\_.**

\* All quantities represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged

Name of Business \_\_\_\_\_

**EXHIBIT "C"**  
**BID BLANK**

**COMPREHENSIVE LANDSCAPE AND LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLLOPERATIONS – BOCA RATON, FLORIDA**

TOTAL PAY ITEMS 1 – 7 \_\_\_\_\_.

TOTAL PAY ITEMS 8 – 10 \_\_\_\_\_.

TOTAL BID AMOUNT \_\_\_\_\_.

(Verify all calculations)

All payments to the Vendor from this competitive solicitation WILL be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR1000 General Contract Condition #14.

\* All quantities represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged

Name of Business \_\_\_\_\_

**EXHIBIT "C"**  
**BID BLANK**

**COMPREHENSIVE LANDSCAPE AND LAWN MAINTENANCE SERVICES  
FOR THE OFFICE OF TOLLOPERATIONS – BOCA RATON, FLORIDA**

The undersigned has completed and is returning the following documents as part of its Bid Package and understands that failure to return any of these documents fully completed may cause rejection of the Bid.

***The following forms must be completed and submitted by the bid due date and time, in order for the Bid to be responsive:***

- Bid Blank: Exhibit C, Page C-1 through C-4.
- A copy of the firm's Business Tax Receipt, stating the name of the Bidder's business, the street address of the business, and the type of work that covers the services being called for in the Contract.
- An Irrigation Contractor's License for the Vendor or approved sub-vendor.
- A Certified Pest Control Applicator License for the Vendor or approved sub-vendor.
- Forms 1 through 4 (Form 5 if applicable).

Name of Business: (Print) \_\_\_\_\_ Federal I.D. No. \_\_\_\_\_

Mail Address: \_\_\_\_\_ M.B.E. yes \_\_\_\_\_ no \_\_\_\_\_

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

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_ - \_\_\_\_\_

Emergency Contact information (After Hours):

Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Beeper Number ( ) \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_ Beeper Number ( ) \_\_\_\_\_ - \_\_\_\_\_

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

Owner, President, or Designated Officer (Corp. Resolution)

Print/Type Name: Mr. \_\_\_\_\_ Ms. \_\_\_\_\_ Date: \_\_\_\_\_